

Ordinary Council Meeting

24 August 2016

Minutes



Members of the public who attend Council meetings should not act immediately on anything they hear at the meetings, without first seeking clarification of Council's position. Persons are advised to wait for written advice from the Council prior to taking action on any matter that they may have before Council.

Agendas and Minutes are available on the City's website www.kwinana.wa.gov.au

Vision Statement

***Kwinana 2030
Rich in spirit, alive with opportunities,
surrounded by nature – it's all here!***

Mission

Strengthen community spirit, lead exciting growth, respect the environment - create great places to live.



We will do this by –

- providing strong leadership in the community;
- promoting an innovative and integrated approach;
- being accountable and transparent in our actions;
- being efficient and effective with our resources;
- using industry leading methods and technology wherever possible;
- making informed decisions, after considering all available information; and
- providing the best possible customer service.

Values

We will demonstrate and be defined by our core values, which are:

- Lead from where you stand – Leadership is within us all.
- Act with compassion – Show that you care.
- Make it fun – Seize the opportunity to have fun.
- Stand Strong, stand true – Have the courage to do what is right.
- Trust and be trusted – Value the message, value the messenger.
- Why not yes? – Ideas can grow with a yes.

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Present:

HER WORSHIP MAYOR C ADAMS
DEPUTY MAYOR P FEASEY
CR R ALEXANDER
CR W COOPER
CR S LEE
CR S MILLS
CR B THOMPSON
CR D WOOD

MS J ABBISS	-	Chief Executive Officer
MS C MIHOVILOVICH	-	Acting Director City Strategy
MR P NIELSON	-	Acting Director City Development
MRS B POWELL	-	Director City Living
MS M BELL	-	Corporate Lawyer
MR E LAWRENCE	-	Director Corporate and Engineering Services
MS A MCKENZIE	-	Council Administration Officer

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1 Declaration of Opening:

Presiding Member declared the meeting open at 7:00pm and welcomed Councillors, City Officers and gallery in attendance and read the Welcome.

“IT GIVES ME GREAT PLEASURE TO WELCOME YOU ALL HERE AND BEFORE COMMENCING THE PROCEEDINGS, I WOULD LIKE TO ACKNOWLEDGE THAT WE COME TOGETHER TONIGHT ON THE TRADITIONAL LAND OF THE NOONGAR PEOPLE”

2 Prayer:

Councillor Sandra Lee read the Prayer

“OH LORD WE PRAY FOR GUIDANCE IN OUR MEETING. PLEASE GRANT US WISDOM AND TOLERANCE IN DEBATE THAT WE MAY WORK TO THE BEST INTERESTS OF OUR PEOPLE AND TO THY WILL. AMEN”

3 Apologies/Leave(s) of Absence (previously approved)

Apologies

Nil

Leave(s) of Absence (previously approved):

Nil

4 Public Question Time:

Public Question Time commenced at 7:03pm

4.1 Mr Steven de Haer, Mandogalup

Question 1

Why, at the Ordinary Council Meeting held on 22 July 2015, did the City of Kwinana give its support to the Draft South Metropolitan Peel Sub-Regional Planning Framework's designation of Mandogalup as an area for industrial investigation?

How did the City of Kwinana consult with residents and ratepayers of Mandogalup in relation to this matter, and what will this proposed change, supported by the Council mean for residents?

Question 2

Will the City of Kwinana commit to making representations to the Minister for Planning outlining the concerns of residents in relation to the designation of their homes as land for industrial investigation? If not, why not?

Question 3

Could the City of Kwinana outline the ways in which residents of Mandogalup, as local stakeholders, were consulted in relation to planning for the draft Indian Ocean Gateway strategy? The foreword to the draft document suggests that there has been consultation with "local, state and national stakeholders". Did consultation at a local level extend beyond consultation with the KIC?

It would be our homes and our rural lifestyles, that would be sacrificed as a result of this plan.

Response

The Mayor took the questions on notice and advised that a full written detailed response would be provided.

The Mayor stated that that the buffer is a matter of determination by the state government on advice from state agencies, it is our understanding that the state government has now referred the matter to the EPA for determination and the City would hope that in the interest of providing certainty to all stakeholders that determination is made quickly.

Public Question Time ceased at 7:06pm

5 Applications for Leave of Absence:

Nil

6 Declarations of Interest by Members and City Officers:

Mayor Carol Adams declared a financial interest in item 15.4, Harlow Place Proposed Cul de Sac due to being a joint owner of a property in Harlow Place.

7 Community Submissions:

7.1 **Mr Alf Lay, LWP Property Group Pty Ltd, Regarding Item 15.3 Proposed Road Names for Oakebella Estate, Wellard**

- At its Ordinary Council meeting on 13 July, 2016 the City of Kwinana did not approve the proposed road names for Oakebella Estate, Wellard.
- On 8 August, 2016 LWP Property Group attended a Councillor briefing session to outline the 'story' behind the development of Oakebella, including the rationale for the theming of the proposed road names.
- It became clear at the time of the Councillor briefing that the original application was not supported due to the potential for some of road names to be mispronounced.
- At the briefing session Councillors subsequently acknowledged the rationale and proposed road name theming.
- Councillors in attendance requested, and were subsequently given, an opportunity to review a broader list of proposed road names and to provide their input into the selection of proposed and alternate road names that could be pronounced more clearly.
- Councillor feedback has been received and incorporated into a revised list of proposed and alternative road names which forms part of the agenda papers, including a map of the residential estate and the allocation of the proposed road names.
- All of the proposed and alternative road names have been assessed against Landgate's "request road name" web page and have passed preliminary validation.
- Approval, by Council, of the proposed and alternative road names will allow the matter to be formally referred to the Geographic Names Committee for approval which will not hold up clearances and the issue of titles, which is expected in October, 2016.

In terms of the street name theme it reflects of the historical land users of the broader Wellard area as market gardeners, pays respect to the ethnic diversity of market gardeners generally, supports notion of healthy living by encouraging residents to grow and share fruits and vegetables and having fruit bearing trees within the public realm. The street name theme supports the brand proposition of enjoying the simple things in life, that is fruit and vegetables grown in your own backyard. It is embellished in the landscape character and materials palette that has been developed for the Oakebella Residential Estate. The street name themes, street names themselves were discussed at the briefing session and subsequent to that Councillors were provided with an opportunity to engage in the selection of the street names, all those names have been collated and the revised map containing those street names has been circulated to you. The names have been chosen carefully and they have all been assessed against Landgate's Request Road Name webpage and there are no issues. I look forward to your support on approval of the names as presented.

7 COMMUNITY SUBMISSIONS CONTINUED

7.2 Ms Margaret Jade Ekyd, Parmelia, regarding Item 15.2 JDAP Application - Lot 2 Meares Ave, Kwinana Town Centre

I question the fabric of our community when we even think about having anymore takeaway places. What are we teaching our children? That you do not go home and spend 20 minutes peeling vegetables and cooking tea, you just go and buy some rubbish. I live across the road from the intended area where the drive thru shops are wanting to be, there is a lot of elderly people at our complex and I worry about our safety with the traffic, the extra people around the place, late hours with 24 hours a day, young people gathering, lots of noise, cars coming and going, if you have the driveways across from our place you have the headlights coming straight into bedrooms. Put them on the other side, at the back of Woolworths, where people will be coming out in the carpark and people will be more inclined to go to and purchase these things if they must. We really need a brick wall to go up and protect us, you can not have all this traffic coming down Meares Avenue, it is not Gilmore Avenue.

7.3 Mrs Victoria Starkey, Parmelia, regarding Item 15.2 JDAP Application - Lot 2 Meares Ave, Kwinana Town Centre

My proposal of what should happen with the drive thru takeaway food shops and a way to stop most of the noise and light problems that this development has caused for the rate payers and residents of Meares Avenue.

I propose that the developer puts both drive thru shops at the back near Woolworths as they have the two additional driveways that we have seen on the plans and bring all the other show rooms towards Meares Avenue.

It would be much more beneficial for the takeaway shops as people are coming out of the shopping centre and they are tired and do not feel like cooking, Hungry Jacks and the other one will be right there under their noses, so they will be much more likely to go straight there rather than anywhere else.

As far as all the noise and lights problems, not just the car lights but also the massive flood lights and carpark lights, I propose that a big 7-8 foot or 3 meter wall be erected right across from the 24 hour gym right to the end of the development, as they do have along the freeway as a noise buffer, including across both driveways coming out on Meares Avenue.

Both of my proposals will solve all the problems that the construction has caused for all who live in Meares Avenue.

7.4 Mrs Katrina Parker, Parmelia, regarding Item 15.2 JDAP Application - Lot 2 Meares Ave, Kwinana Town Centre

I oppose the fast food outlets as they will only bring trouble as all the school children will hang around there like they do at McDonalds, you will get all the rev head cars doing burn outs when they leave there, you will get rubbish which we already get from Muzz Buzz etc and I think they should be moved like Mrs Starkey said. I honestly think they should be on Gilmore Avenue as it is more suitable than Meares Avenue, if they can not move over to Gilmore Avenue then over near Woolworths would be much for suitable.

7 COMMUNITY SUBMISSIONS CONTINUED

I have only lived there for a couple of years, I did ask the developer about lights and he was going to get back to me, he never has. Since then I have had to install roller shutters to the front of my house. The gym lighting goes right into my backyard so it is like a Christmas tree all year around. I am now thinking about building a brick wall out the front of my place just to keep all the noise, lights, rubbish and no gooders out.

7.5 Mr Sean Fairfoul, Rowe Group of behalf of the Landowner regarding Item 15.2 JDAP Application - Lot 2 Meares Ave, Kwinana Town Centre

Rowe Group acts on behalf of the landowner at Lot 2 (No. 52) Meares Avenue, Kwinana Town Centre ('the subject site') and is the Applicant for the JDAP Application relating to the proposed bulky goods commercial development at the subject site.

We support the Officer's Recommendation however request a number of minor modifications to Conditions 11, 27, 28 and 31 of the Officer Recommendation. These are detailed below.

The intent of Condition 11 is to ensure sufficient parking is provided for the proposed development when businesses start operating. The wording of Condition 11 is not appropriate for the staging requirements of the proposed development. Furthermore, the number of bays required by Condition 11 does not reflect what is proposed by the development.

A condition of planning approval which requires a certain number of parking bays can only specify the actual number of parking bays required under the Local Planning Scheme. Therefore Condition 11 can only specify the actual number of parking bays required under the City of Kwinana Town Planning Scheme No. 2, which is 112 bays.

In addition, an over provision of parking is proposed by the development. The proposed development requires a total of 112 parking bays, resulting in a surplus of some 56 parking bays for Stage 2.

Therefore we suggest Condition 11 be replaced with the following:

11. *Unless otherwise agreed, prior to the occupation of the Drive-In Takeaway Food Shop tenancies a total of at least 14 bays for Tenancy 9 and at least 20 bays for Tenancy 8 are to be provided. The remaining proposed parking bays are to be provided prior to the occupation of the remaining development. All bays are to be provided in accordance with Australian Standard AS2890, clearly marked and constructed of bitumen, brick or concrete and drained to the satisfaction of the City of Kwinana.*

The intent of Condition 27 is to ensure the side entry pit and any affected street trees are relocated to facilitate the construction of the new service crossover to Meares Avenue. Condition 27 of the Officer Recommendation does achieve this, however it does not take into account the possible staging of construction at this time. It is proposed that the Hungry Jacks will be constructed prior to the remainder of the development.

7 COMMUNITY SUBMISSIONS CONTINUED

Therefore we suggest modifying Condition 27 as follows (modifications in blue):

27. *The side entry pit and street trees located within the area identified for the new crossover to Meares Avenue to be relocated at the cost of the landowner to the satisfaction of the City of Kwinana. Details shall be provided prior to the lodgement of a building permit application for any portion of the development which requires the construction of the proposed service vehicle access to the service yard.*

The Amended Acoustic Report and Noise Management Plan will contain information and measures relating to the operation of the business rather than the outfit of the building. It is appropriate for information relating to operation of the Drive-In Takeaway Food Shops to be provided prior to occupation rather than prior to the building permit.

Therefore we suggest modifying Condition 28 as follows (modifications in blue):

28. *Prior to the occupation of the development the applicant shall submit, for approval, an Amended Acoustic Report and Noise Management Plan to the satisfaction of the City of Kwinana. The report and Noise Management Plan shall address the noise emissions and its ongoing management from the development on the site. The Noise Management Plan will demonstrate the means by which the applicant and tenancies will address any potential nuisance noise associated with the operation and use of the site and in particular, the Drive-In Takeaway Food Shops.*

The landowner needs clarity in terms of the extent of any screening and/or landscaping required to screen each drive-through. It is important that screening does not dominate the streetscape.

Therefore we suggest modifying Condition 31 as follows (modifications in blue):

31. *Suitable screening and/or landscaping is to be provided on the Meares Avenue frontage for the width of each drive-through to minimise the extent of headlight spill and glare on the adjoining residential properties for the Drive-in Takeaway Food Shops of a height and appearance to the satisfaction of the City.*

I would like to address a couple of issues that have been raised, one of those is the locations of the fast food outlets and location of the Woolworths site. Unfortunately we are unable to access the driveway that is on the eastern side of the Woolworths site as part of our original application we have constructed two driveways that abut our boundary. Unfortunately we are unable to extend those driveways as the Shopping centre landowner will not allow us access to that location so unfortunately we can not put any uses that front onto that area in that location as we are unable to gain access. The other important thing to note is that the fast food stores are intended to open 24 hours a day, but that is for the drive thru only, the dining room will be open until 10pm I believe. Like many other examples around Perth these have operated in close proximity to residential dwellings without any major issues.

7 COMMUNITY SUBMISSIONS CONTINUED

We have lodged a submission that essentially noted that we supported the officer recommendation and requested a couple of minor alterations to a number of conditions, those conditions being conditions 11, 27, 28 and 31. As a result of discussions with City Officers we noted that 31 should stay as is written in the Council Agenda. We had initially thought that we should get more certainty in how that condition might be interpreted but given the discussions we have taken the view that that condition as written is appropriate and we will achieve what we needed to in terms of reducing the impact of light. It is important to note that the drive thru finish floor levels are well over one meter below the road level, so there will be a significant difference between the vehicles that are in the drive through and the ability for light spill to escape from the property, so with this condition we are comfortable that we can ensure that there is not any light spill onto adjoining premises.

We note that the intent of Condition 11 was to ensure that there was sufficient parking was provided throughout the whole development, unfortunately the condition 11 as it was written in the agenda did not address the possible stages of the development, following discussions with City officers we were advised that a revised condition that does address staging and a foot note that does address staging has been included and we are comfortable with that outcome.

Similarly Condition 27 did not address staging and City Officers have also advised that the condition has been revised to again address staging.

Condition 28 we understand the need for an updated management plan and we would ask Council that this occurs prior to the operation of any tenancy rather than prior to construction. Noting though that Hungry Jacks are finalising a draft management plan now which does deal with litter, noise and anti social behaviour.

8 Minutes to be Confirmed:

8.1 Ordinary Meeting of Council held on 10 August 2016:

COUNCIL DECISION

292

MOVED CR S LEE

SECONDED CR S MILLS

That the Minutes of the Ordinary Meeting of Council held on 10 August 2016 be confirmed as a true and correct record of the meeting.

**CARRIED
8/0**

9 Referred Standing / Occasional / Management /Committee Meeting:

9.1 Audit Committee held on 18 August 2016:

COUNCIL DECISION

293

MOVED CR S MILLS

SECONDED CR S LEE

That the Minutes of the Audit Committee Meeting held on 18 August 2016 be confirmed as a true and correct record of the meeting.

**CARRIED
8/0**

10 Petitions:

Nil

11 Notices of Motion:

Nil

12 Reports – Community

Nil

13 Reports – Economic

Nil

14 Reports – Natural Environment

Nil

15 Reports – Built Infrastructure

15.1 Amended Wellard Village Centre Design Guidelines and Local Development Plan

SUMMARY:

Council has received an amended set of Design Guidelines (Guidelines) and Local Development Plan (LDP) for the Wellard Village Neighbourhood Centre (Village Centre) for its consideration (refer to Attachment A).

Council Officers have held a number of discussions with the applicant over recent months about updating and amending the Guidelines to reflect the recent changes to the R-Codes and Liveable Neighbourhoods, and to provide a single combined Guidelines and LDP document. The amended Guidelines and LDP do this as they consolidate a number of provisions and provide clearer direction to developers and City Officers. The applicant has also made other amendments relating to varying aspects of the Guidelines and LDP.

The amendments to the Guidelines as proposed by the proponent are as follows:

- More simplified order and structure of document;
- Removal of site specific design criteria in lieu of design principles and outcomes that are applicable to all lots within the Village Centre;
- Including a single overarching LDP for the Village Centre replacing the current situation of a LDP being prepared for each individual lot within the centre.
- The introduction of a 'Wellard Village Design Guideline Review Panel' process which will require the review of developments (by the panel) prior to lodgement and includes City of Kwinana Councillors and staff, and Peet Ltd representatives;
- Inclusion of new provisions relating to building / architectural design;
- Increasing the maximum building height from three storeys (with a fourth storey permitted in landmark locations) to five storeys (with a sixth storey permitted in landmark locations);
- Increased Plot Ratio from 1.0 to 1.5;
- The inclusion of Public Art provisions;
- Updating the document to reference the City of Kwinana and changes to legislation.

The proposed guidelines and LDP have been subject to considerable review by City Officers. There has been a number of changes made to the proposal since first received by the City primarily concentrating on Council's desire to achieve the best built form outcomes possible for the Village Centre and its ability to influence and control built form outcomes through the approval processes.

The amended guidelines have also been the subject of a number of Councillor Forums where Councillors were briefed about the proposed amendments and intent of the guidelines. As a result of comments received at the Councillor Forum held on the 8th February 2016, a number of modifications were made to the document to include additional built form provisions, additional provisions regarding building height and building articulation, and include a design review committee process whereby City Councillors and Officers are involved in the building design process prior to the lodgement of a development application.

15.1 AMENDED WELLARD VILLAGE CENTRE DESIGN GUIDELINES AND LOCAL DEVELOPMENT PLAN

The guidelines were further considered at the Councillor Forums held on the 30th March 2016 and the 29th June 2016 where the additional changes were discussed and made. The March Forum focused on independent expert advice which led to a number of amendments to the Guidelines particularly relating to storey height. The June Forum focused on the proposed height increases with the proponent briefing Councillors about the intended development of Lot 534 Runnymede Gate as a Lifestyle Village, and, about the benefits to architectural design and built form which the increased height and plot ratio bring. The most recent Forum contemplated a draft concept by a potential applicant, highlighted a joint assessment with Peet Limited, and the inclusion of an additional amendment to address interfaces within lot boundaries.

The proposed amended Guidelines and LDP have been the subject of considerable thought and have changed to address various concerns expressed. The amendments are supported as they will provide needed updates to the document to bring them into line with current R-Codes and Liveable Neighbourhoods objectives. The combining of the Guidelines and LDP documents removes the doubling of development requirements and provides a single point of reference. It is also considered that the Guidelines and LDP facilitate and provide a consistent architectural theme and include the statutory planning controls necessary to achieve high quality built form outcomes throughout the Village Centre.

OFFICER RECOMMENDATION:

That Council:

1. Approve the amended Wellard Village Centre Design Guidelines and Local Development Plan (as per Attachment A) in accordance with Schedule IV Development Areas – Area 2: Wellard Village – Special Provision 5 of the City of Kwinana’s Town Planning Scheme No.2., and pursuant to Clause 52(1)(a) of Schedule 2 – Deemed Provisions for Local Planning Schemes of the Planning and Development (Local Planning Schemes) Regulations 2015.
2. Amend the existing Local Development Plans for Lots 209 and 533 Lambeth Circle, Lots 17, 542 and 5001 Chiswick Parade, Lot 211 and 535 Lambeth Circle, Lots 546 – 559 Lambeth Circle, and Lot 545 Charing Cross Wellard pursuant to Clause 59(1) of Schedule 2 – Deemed Provisions for Local Planning Schemes of the Planning and Development (Local Planning Schemes) Regulations 2015 in accordance with the Local Development Plan contained in Attachment A.
3. Nominate Cr _____, Cr _____ and Coordinator Statutory Planning to the Wellard Village Design Guideline Review Panel to make provide comment and review each proposal prior to it being lodged for approval.

DISCUSSION:

Land Status

Metropolitan Region Scheme:
Town Planning Scheme No.2:
Landowner:

Urban
Neighbourhood Centre (R80)
Peet Limited and Department of Housing

15.1 AMNDED WELLARD VILLAGE CENTRE DESIGN GUIDELINES AND LOCAL DEVELOPMENT PLAN

Current Design Guidelines and Background

Creative Planning and Design on behalf of Peet Limited and the Department of Housing (DoH) have prepared a draft amended set of Design Guidelines and LDP for the Village Centre.

Schedule IV – Development Area No.2 of Town Planning Scheme No.2 (TPS No 2) states that:

- “5. Council will require the preparation and submission of design guidelines for the neighbourhood centre detailing the requirements to achieve Liveable Neighbourhood design and a common architectural theme. The design guidelines should address the following:
- Energy efficiency development controls;
 - Building form and materials;
 - Roof form;
 - Density;
 - Garaging and access;
 - Setbacks and zero lot line;
 - Site coverage;
 - Fencing;
 - Servicing;
 - Advertising/signage/lighting;
 - Noise attenuation and measures to combine commercial and residential development;
 - Facades;
 - Colour and materials.
6. Council may vary the provisions of the Residential Design Codes and any other Scheme provisions, where in the opinion of Council, the variation promotes Liveable Neighbourhood design and is in accordance with the approved DAP(s) and/or approved design guidelines.”

In 2008, Council considered and approved the existing Wellard Village Design Guidelines (See Attachment B). Since the initial 2008 approval however, the Guidelines have not been updated or amended to incorporate or reflect the changes to the design requirements and objectives of both Liveable Neighbourhoods and the R-Codes.

In this regard, Council Officers have held numerous discussions with Peet in respect to updating and amending the Guidelines to reflect the recent changes to the R-Codes, and to provide a single combined Guidelines and LDP document. Peet have since appointed consultants Creative Design and Planning to amend the Design Guidelines and incorporate a new single LDP for the Village Centre.

The current Guidelines include design provisions which relate to the development objectives and outcomes for all lots within the Village Centre and also provide for site/lot specific considerations. The guidelines also require the preparation of a separate LDP for each lot. The result of the Guidelines and separate LDP means that land owners, developers and City Officers must refer to multiple documents when preparing and assessing development proposals on lots within the Village Centre.

15.1 AMNDED WELLARD VILLAGE CENTRE DESIGN GUIDELINES AND LOCAL DEVELOPMENT PLAN

The current guidelines address the following criteria for the Village Centre: Design Vision, Detailed Area Plans, Restrictive Covenants and other Applicable Documents, Approval Process, Building Design (incorporating Architectural Character, Residential Coding, Commercial Adaptability, Building Height, and Vehicle Parking) and Site Specific Considerations.

Summary of Key Amendments to the Guidelines

The amended Guidelines and LDP will be used to control development and guide the architectural form and development objectives within the Village Centre. The architectural character promoted is that of the established contemporary nature featuring a composite of exterior finishes, with primary wall material such as painted render, stone work, or face brickwork complimented by minor elements including lightweight cladding materials, accent colours and alternative materials.

The key changes sought by the applicant in the amended guidelines are as follows and discussed in further detail below:

- More simplified order and structure of document;
- Removal of site specific design criteria in lieu of design principles and outcomes that are applicable to all lots within the Village Centre;
- Including a single overarching LDP for the Village Centre replacing the current situation of a LDP being prepared for each individual lot within the centre.
- The introduction of a 'Wellard Village Design Guideline Review Panel' process which will require the review of developments (by the panel) prior to lodgement and includes City of Kwinana Councillors, City Officers and Peet Ltd representatives;
- Inclusion of new provisions relating to building / architectural design;
- Increasing the maximum building height from three storeys (with a fourth storey permitted in landmark locations) to five storeys (with a sixth storey permitted in landmark locations). The proponent notes that this increase in building height is generally consistent with the height restrictions imposed under the R-Codes for mixed use development and activity centres;
- Increased Plot Ratio from 1.0 to 1.5;
- The inclusion of Public Art Provisions;
- Updating the document to reference the City of Kwinana and changes to legislation.

Simplified Guidelines Structure

The applicant has simplified the guidelines by the removal of a number of duplicate provisions and through the deletion of site specific design criteria. The amended guidelines have been consolidated to incorporate design provisions which apply to the entire Village Centre. In doing this, the document size has been reduced and removed is the need to refer to various sections of the document to find the applicable design requirements.

City Officers support this amendment as it removes the doubling of planning and development requirements.

15.1 AMNDED WELLARD VILLAGE CENTRE DESIGN GUIDELINES AND LOCAL DEVELOPMENT PLAN

Removal of Site Specific Criteria

The applicant proposes that the removal of site specific criteria from the current guidelines provides for a more consolidated set of design criteria which applies to all lots within the Village Centre. The site specific criteria under the current guidelines represent what could otherwise be considered as a LDP for each specific site. Under the amended Guidelines, the site specific criteria has been incorporated into a single LDP for all lots within the Village Centre.

As detailed above, City Officers are supportive of the preparation and inclusion of a single LDP over the Village Centre in the Guidelines as it provides for a single point of reference when undertaking development application assessments.

Introduction of a Design Review Panel Process

Through the assessment process and as an outcome of the Councillor Forum sessions, the applicant amended the Guidelines to introduce a 'Wellard Village Design Guideline Review Panel' as part of the approval process (Section 1.3 of the amended Guidelines) for each development. The panel will be established to provide comment and review each proposal prior to it being lodged for approval.

City Officers have been supportive of this Panel being established as it is a tool which provides the Council with greater control over built form outcomes than originally proposed by the applicant and will assist to ensure the best outcomes possible. This process will ensure that all developments are prepared and designed in accordance with the guidelines and give an opportunity for the Council review of proposals ahead of the lodgement of an application.

Introduction of additional design provisions – Architectural Design

Under Section 2 – 'Design Guidelines' in the amended document, the applicant has included the following text to earlier versions of the proposed amended Guidelines to provide further clarification of the intent of the guidelines and how the provisions were to be considered as part of any application for development within the Village Centre:

“The intention of the Design Guidelines is to prescribe key elements which optimise urban design outcomes, while providing enough flexibility to allow for innovation and market responsiveness for individual lot development. The primary focus is to deliver a cohesive and quality Village Centre by achieving an appropriate interface between individual buildings and the public realm.

All development within the Wellard Village Centre is to be designed to meet the following building design objectives 2.1.1 to 2.1.14.”

In addition to the above, Section 2.1.1 – Architectural Design was included to provide further design provisions regarding the architectural design and built form objectives:

15.1 AMNDED WELLARD VILLAGE CENTRE DESIGN GUIDELINES AND LOCAL DEVELOPMENT PLAN

“2.1.1. Architectural Design

- *All new developments are to be of a high quality, contemporary architectural design, that responds to the context of the development and the established character and quality of Wellard Village Centre.*
- *Architectural design and building detail is to be used to provide strong articulation of buildings and reduction in building bulk.*
- *Buildings shall address the street and/or public realm in a manner that promotes visual interest, variety and fine-grained form. Entrances, balconies and openings should create an engaging interface with the street that encourages interaction between people within the building and the public realm.*
- *All buildings are to be designed in a manner that maximises solar access and passive ventilation and minimises overshadowing of adjacent buildings.”*

City Officers had requested such amendments to the previous versions of the proposed amended Guidelines following Council’s February Forum. Concern was expressed at the Forum about the level of statutory planning control on built form and architectural design provisions and City Officers subsequently liaised with the applicant to seek additional provisions which strengthened the position of the Council (or potentially, the Joint Development Assessment Panel) as the decision makers. The inclusion of the above provisions and design objectives will provide for a high quality of built form and urban amenity.

Increases to Maximum Building Height

The amended Guidelines have been amended by the applicant to seek to increase the maximum building height within the Village Centre on a select number of development sites to five storeys with a sixth level permitted on designated landmark sites. Key locations with a high visibility such as corner lots, lots at the end of each street vista, or lots adjacent to Public Open Space have been identified as “landmark” sites. These landmark sites were established under the current guidelines and have not changed as part of the amended guidelines. The current Guidelines set a maximum building height of 3 storeys with a 4th level permitted in landmark locations.

The building height increases sought reflect the maximum building heights applicable to mixed use developments within Activity Centres as stipulated under the R-Codes. In this context however, whilst the Village Centre is not specifically zoned as an Activity Centre, the intent of the activity centre provisions of both the R-Codes and Liveable Neighbourhoods are applicable to the development of the Village Centre as a transit oriented development.

A significant amount of discussion has been undertaken between Councillors, the City’s Planning Staff, and Peet Ltd on an appropriate maximum building height within the Village Centre. In this regard, Lots 210, 534 and 536 are proposed to have a maximum building height of 5 storeys generally with a 6th storey permitted in the identified landmark locations. Lots 543, 544, 813 – 815, 882 and 915 are proposed to have a maximum height of 4 storeys with Lots 813 – 815, 882 and 915 being required to be setback a minimum of 5 metres from the adjoining laneways. The applicant seeks the increases in building height to provide for a greater amount of flexibility in regards to vertical articulation and building design.

15.1 AMNDED WELLARD VILLAGE CENTRE DESIGN GUIDELINES AND LOCAL DEVELOPMENT PLAN

At its Forum held on 29 June 2016, the applicant briefed Councillors about the intended development of Lot 534 Runnymede Gate as a Lifestyle Village. The applicant sought to illustrate that the increased height and plot ratio aided good quality design (at least for that development) as it offered flexibility and the right scale to facilitate variation across the lot for built form height and depth. Some images of the Lifestyle Village are shown on Attachment I. Similarly, this flexibility and scale would also apply to the other lots earmarked for the additional 5 storey height with a 6th storey permitted in the identified landmark locations.

It is worth noting that the applicant reduced the extent of sites proposed for the maximum building height of 5 storeys (with a 6th storey permitted in landmark locations) from the original amended Guidelines. With the exception of Lot 534, the applicant has sought to minimise additional 5 storey heights to only those sites more central to the Village. Further, the applicant has noted Councillors concerns about the 6 storey element at a nil setback to the street, and, has introduced provisions which set the 6 storey back 'off the street' as part of the current amended Guidelines.

City Officers take the view that with the amendments above to the Guidelines, and taking into account the design intent illustrated by the applicant for the Lifestyle Village (and the design advantages demonstrated) that the additional height and plot ratio is acceptable. This is further supported given that the Village Centre is a Transit Oriented Development and that it is a location where some additional height is not out of keeping with Liveable Neighbourhoods and the R-Codes.

In respect to lots 813 – 815, 882 and 915 Charing Cross the building height proposed is 4 storeys with a minimum 5 metre setback for the fourth floor. The proposed height on these lots complies with the height restrictions imposed under the R-Codes and all development would be considered in accordance with the provisions of the guidelines and any applicable R-Codes requirements. The overshadowing provisions of the R-Codes will be particularly relevant on these sites due to their proximity to the adjoining single storey residential development in the adjacent lots. The extent of possible overshadowing has been taken into account in the guidelines for the abovementioned lots through the implementation of a minimum 5 metre setback from the laneway for a fourth storey of a development. This will ensure an appropriate separation (a minimum of 11 metres inclusive of the building setback and laneway) between these development sites and the adjoining residential lots. The overshadowing provisions of the R-Codes allow for up to 50% of adjoining sites to be overshadowed in areas coded R40 or above, in this instance all development proposed within the abovementioned lots is required to comply with this provision. In respect to the above Council Officers are supportive of the height limits and setbacks (for the fourth storey element) on the abovementioned lots and consider that the proposed setbacks in conjunction with the overshadowing provisions of the R-Codes will ensure that all development that occurs in this location is acceptable in this regard.

Increased Plot Ratio from 1.0 to 1.5

The applicant has commented that the increase in Plot Ratio from 1.0 to 1.5 will allow for greater flexibility in the design of the developments within the Village Centre. As detailed above, the applicant sought to demonstrate this during its briefing of Councillors at the June Councillor Forum where the proposed Lifestyle Village intended for Lot 534 Runnymede Gate was discussed.

15.1 AMNDED WELLARD VILLAGE CENTRE DESIGN GUIDELINES AND LOCAL DEVELOPMENT PLAN

Plot ratio at the Village Centre is a matter which the City's TPS No 2 affects as uses in the Village Centre must be considered in accordance with the provisions of the Commercial Zone as well as the Residential Zone. Under Schedule IV of TPS 2 – Development Area 2, Clause 4 states:

"In addition to the Residential zone, uses within the (Wellard Village) Neighbourhood Centre identified on the Structure Plan shall be in accordance with the provisions of the Commercial zone".

In this respect, under Division 3 of TPS No 2, 'Commercial Zones', Clause 6.6.3 – Plot Ratio and Site Coverage states:

'The maximum plot ratio and site coverage shall be as follows:

- (a) *In the Commercial Zone no building shall have a plot ratio exceeding 2.0 and the site coverage allowed shall be 100 percent subject to the satisfaction of Council on matters relating to access, car parking, circulation, servicing, loading and unloading and other matters which Council in its absolute discretion may take into consideration."*

There is the potential then for a plot ratio to apply up to 2.0 under the scheme but the amended guidelines are seeking to limit it to 1.5.

City Officers, as with the amended height provisions, are supportive of the increase in the plot ratio on the basis that the ratios provide more flexibility for built form and architectural design and are compliant with the provisions of TPS 2.

The inclusion of Public Art Provisions

As part of the amendments to the Guidelines, the applicant has included public art provisions which encourage the use of art installations throughout the Village Centre. These provisions refer developers to the provisions of the City's Public Art Policy and set the framework for public art within the precinct.

City Officers are supportive of this amendment to the Guidelines. Public art is welcomed as part of the urban landscape and will create interest and improved amenity for residents and commuters.

Inclusion of single lot residential development provisions

As part of the amendments to the Guidelines it was also identified that residential development of single lots was not captured in the document. In this regard, the amendments to the Guidelines also include development provisions for the existing approved 7 metre wide single lot product over Lots 546 – 559 Lambeth Circle. The development provisions included in the Guidelines are generally reflective of the provisions contained on the original LDP for these lots. The provisions for single residential lots are as follows:

- For development on single lots with a frontage less than 7.5m, a minimum 2 storey height limit applies;
- Minimum Open Space (% of site) for residential development is:
 - 20% for single residential dwellings on lots with a frontage less than 7.5m;

15.1 AMNDED WELLARD VILLAGE CENTRE DESIGN GUIDELINES AND LOCAL DEVELOPMENT PLAN

- For single dwellings on lots with a frontage less than 7.5m, two-storey boundary walls are permitted, subject to meeting the design principles of Clause 5.1.3 of the R-Codes;
- For single dwellings on lots with a frontage greater than 7.5m, the boundary walls shall meet the requirements of the R-Codes;
- For single dwellings on lots with a frontage less than 7.5m, a single store with a minimum area of 1.5m² shall be provided and can be accessible from the internal part of the dwelling, including the garage or below the staircase;
- For single dwellings on lots with a frontage greater than 7.5m, a single store with a minimum area of 4m² shall be provided and can be accessible from the internal part of the dwelling.

In regards to the above provisions for single lots the City's planning staff are supportive of their inclusion in the Guidelines.

Amending of Existing LDP's

Should Council support the amended Guidelines and LDP, Council will be required to amend the existing LDPs for Lots 209 and 533 Lambeth Circle, Lots 17, 542 and 5001 Chiswick Parade, Lot 211 and 535 Lambeth Circle, Lots 546 – 559 Lambeth Circle, and Lot 545 Charing Cross Wellard (Refer Attachments C – H).

This is because the provisions of these existing LDPs have been integrated into the amended guidelines and new LDP.

It is important then that these existing LDPs be amended to ensure that the correct planning documents are utilised at the development application and planning stage.

Amendments to the Proposed Guidelines and LDP following Councillor Forum Briefings

As discussed, the amended guidelines and LDP have been the subject of a number of recent Councillor Forums where Councillors were briefed on the proposed amendments.

Following the February Councillor Forum, the applicant made a number of modifications to the document to include additional built form provisions, additional provisions regarding building height and building articulation, and the inclusion of a design review committee process whereby City Councillors and Officers are involved in the building design process prior to the lodgement of a development application.

Following the March Forum, at which Councillors considered advice from Mackay Urban Design, a number of further amendments were made such as amendments to storey heights and the wording of provisions.

Following the June Forum, additional amendments were made by the applicant addressing street setbacks for the 'landmark' 6 storey sites.

15.1 AMNDED WELLARD VILLAGE CENTRE DESIGN GUIDELINES AND LOCAL DEVELOPMENT PLAN

Development Concept Plans for Lot 543 Chiswick Parade

Following the June Forum the City's planning staff were contacted by the land owners of Lot 543 Chiswick Parade regarding a development concept plan for the site. Lot 543 Chiswick Parade had been previously earmarked for a car park to support the development of the recently approved tavern on Lot 5001 Chiswick Parade. In regard to the above, the City's planning staff and Peet Limited both sought to independently undertake informal assessments of the design concept for Lot 543 Chiswick Parade against the proposed amended guidelines and LDP to determine the extent of the development's compliance against the amended document. As a result, when assessed against the amended guidelines, City Officers found that the development concept would not comply with a number of provisions. In particular the overall height of the development did not comply with the 4 storey height limitation on the site, the development exceeded the maximum plot ratio of the site, and it was also evident that the elevations of the building would not comply with the articulation provisions of the guidelines. A similar finding was made by Peet Limited.

Further to the above, it was identified by Peet Limited and the City that an additional provision should be included in the guidelines for development on Lots 538, 542 and 543 Chiswick Parade, to provide a high quality design and suitable articulation to both Chiswick Parade and the Transperth 'Kiss and Ride' road. The provision also requires that buildings on these lots shall be designed to provide activation of both street edges through the use of glazing and other architectural features.

The inclusion of the additional provision above will ensure that any development on the lots which interface with the Transperth 'Kiss and Ride' will be developed in a manner cognisant with the Guidelines. It is also worth noting that Peet Limited have the capacity to ensure any future application addresses the guidelines.

LEGAL/POLICY IMPLICATIONS:

Council's TPS No.2 requires the preparation of both design guidelines as well as LDPs for lots within the Village Centre. These guidelines and LDP may provide variations to the Western Australian Planning Commission's Residential Design Codes.

FINANCIAL/BUDGET IMPLICATIONS:

No financial or budget implications have been identified as part of this report and officer recommendation.

ENVIRONMENTAL IMPLICATIONS:

The proposed guidelines include specific provisions to allow for energy efficient development. The guidelines also include a requirement for noise assessment studies being undertaken for all commercial and residential development proposed.

15.1 AMENDED WELLARD VILLAGE CENTRE DESIGN GUIDELINES AND LOCAL DEVELOPMENT PLAN

STRATEGIC/SOCIAL IMPLICATIONS:

The design guidelines will create a common architectural theme throughout the Village Centre and the LDP will allow for certain variations to the Scheme and R-Codes. The use of LDPs and Design Guidelines are common day practice, and should be encouraged to allow for the most optimal form of urban development to occur.

RISK IMPLICATIONS:

Council approves development under its Town Planning Scheme to meet its statutory obligations and facilitate proper and orderly development of the municipality.

The proposed amended design guidelines and DAP set specific design requirements to ensure a high standard of development is achieved within the Village Centre. Should Council choose to not support the amended Guidelines the applicant has the right to have the matter reviewed through the State Administrative Appeals Tribunal processes.

Council should also be aware that whilst every effort has been made to ensure the provisions of the guidelines provide for quality built form objectives there is a risk that due to the flexibility of the document (which allows good developers the scope to innovate and provide great built form outcomes) other developers could propose a lower quality development and argue their compliance with the guidelines. In this regard to the above should this occur, Council Officers would need to demonstrate that the development in question does not comply with the guidelines in order to refuse or require modification to the proposal without the support of detailed prescriptive provisions. There is also the chance that in this instance if an application was refused and taken to SAT on appeal then City Officers would need to justify the refusal on the grounds of the provisions of the guidelines and convince SAT that the development is non compliant. However on balance, it is considered that a flexible approach that allows for innovations, supported by the Design Review Committee is preferable to an overly restrictive and prescriptive approach which is so constrained it risks a sameness in built form outcomes.

15.1 AMENDED WELLARD VILLAGE CENTRE DESIGN GUIDELINES AND LOCAL DEVELOPMENT PLAN

COUNCIL DECISION

294

MOVED CR S LEE

SECONDED CR B THOMPSON

That Council:

- 1. Approve the amended Wellard Village Centre Design Guidelines and Local Development Plan (as per Attachment A) in accordance with Schedule IV Development Areas – Area 2: Wellard Village – Special Provision 5 of the City of Kwinana’s Town Planning Scheme No.2., and pursuant to Clause 52(1)(a) of Schedule 2 – Deemed Provisions for Local Planning Schemes of the Planning and Development (Local Planning Schemes) Regulations 2015.**
- 2. Amend the existing Local Development Plans for Lots 209 and 533 Lambeth Circle, Lots 17, 542 and 5001 Chiswick Parade, Lot 211 and 535 Lambeth Circle, Lots 546 – 559 Lambeth Circle, and Lot 545 Charing Cross Wellard pursuant to Clause 59(1) of Schedule 2 – Deemed Provisions for Local Planning Schemes of the Planning and Development (Local Planning Schemes) Regulations 2015 in accordance with the Local Development Plan contained in Attachment A.**

**CARRIED
8/0**

COUNCIL DECISION

295

MOVED CR B THOMPSON

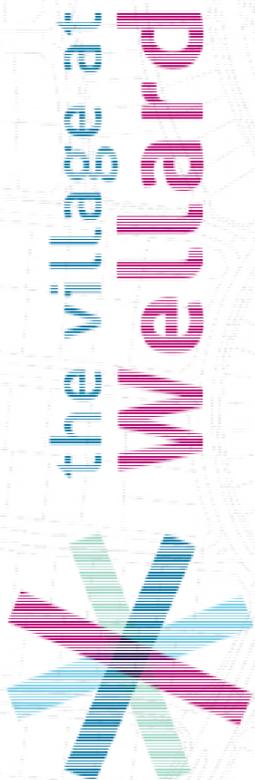
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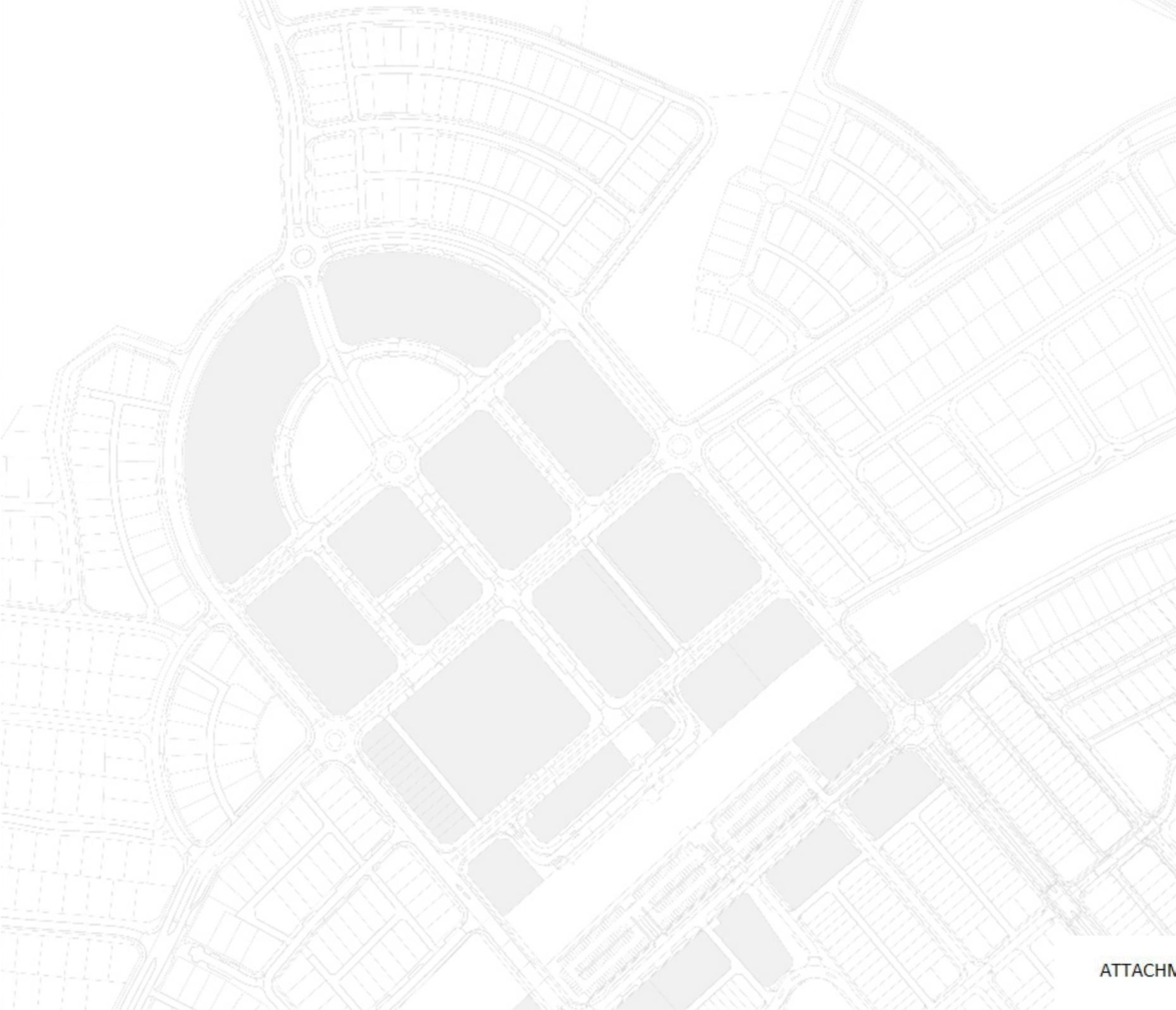
- 3. Nominate Councillor Ruth Alexander, Councillor Wendy Cooper and Coordinator Statutory Planning to the Wellard Village Design Guideline Review Panel to make provide comment and review each proposal prior to it being lodged for approval and that Mayor Carol Adams attend as an observer.**

**CARRIED
8/0**

Wellard Village Centre

Design Guidelines and Local Development Plan





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Introduction

The Village at Wellard is a 320ha Transit Oriented Development (TOD) in the localities of Wellard and Leda. The Wellard Village Centre is located centrally within The Village at Wellard and is intended to comprise a mix of medium/high density residential development, together with a diverse mix of retail and commercial activities located around the Wellard rail station.

The Village at Wellard will accommodate a mix of residents of all ages, with services and activities to fulfil the everyday needs of the community, all within walking distance of public transport. The community features a mix of lifestyle choices with medium and high density residential options together with a diversity of retail and commercial opportunities.

These Design Guidelines have been prepared to inform the development of the 'Neighbourhood Centre' lots, as per the requirements of the City of Kwinana *Town Planning Scheme No.2* provisions, and cover the area identified as 'Village Centre', by the *Wellard Village Structure Plan*.

The Design Guidelines will facilitate implementation of the vision for the Wellard Village Centre and the continuation of built form by identifying desired outcomes and establishing parameters for the design of development sites located within the Wellard Village Centre. This higher level of control over development for these sites will facilitate quality and desirable built form outcomes.

The Design Guidelines are divided into three main sections:

- Section 1 – Overview; provides a general introduction containing contextual information including the vision for the adjacent Wellard Village Centre which these sites are to complement, and the development approval process.
- Section 2 – Guidelines; contains the design requirements for development of these sites.
- Section 3 – Local Development Plan.

These guidelines are applicable to development on sites identified on the Local Development Plan (refer Section 3).



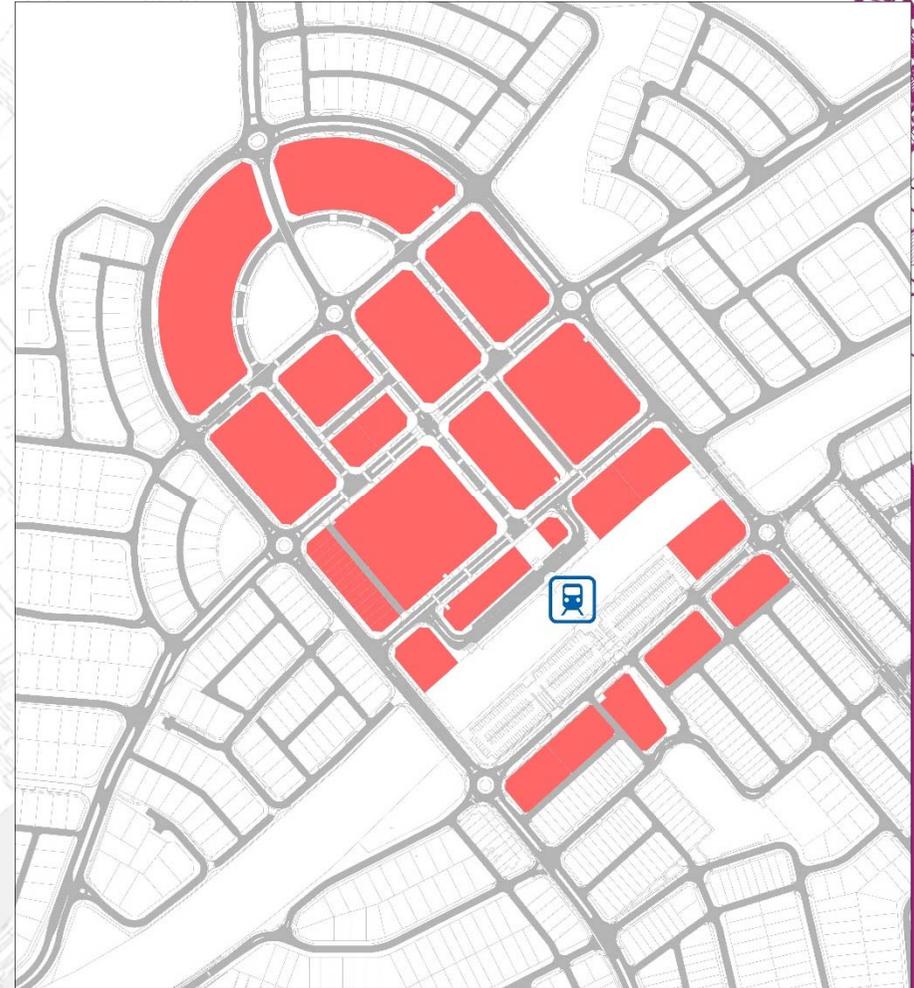
1. Overview

1.1. Wellard Vision

The vision for the Wellard Village Centre is to:

“Create a Village Centre that supports a variety of economic opportunities through the provision of proper land uses and a solid resident base, accommodated within a robust, contemporary architectural form”

The Wellard Village Centre will be the centrepiece of The Village at Wellard community. The Wellard Village Centre will feature vibrant, residential/mixed use development with retail/commercial activities within a robust contemporary architectural form, underpinned by the Wellard community. Associated public uses and facilities such as parking, open space, cycle ways, street furniture, public art and extensive landscaping will further increase the attraction of the Wellard Village Centre as a destination within The Village at Wellard and the broader Kwinana community.



Wellard Neighbourhood Centre

1.2. Statutory Context

The Design Guidelines have been prepared in accordance with the requirements of Schedule IV – Development Area 2: Wellard Village, of the City of Kwinana *Town Planning Scheme No. 2* (Scheme). These Design Guidelines will address detailed design matters and be supplemented by Local Development Plans (formerly Detailed Area Plans) which will address any variations to the *State Planning Policy 3.1: Residential Design Codes (R-Codes)*.

The Wellard Village Centre Design Guidelines and Local Development Plan have been adopted by the City of Kwinana as a Local Development Plan pursuant to Part 6 – Local development plans, Schedule 2 – Deemed provisions for local planning schemes of the *Planning and Development (Local Planning Schemes) Regulations 2015*. In determining any application for *Approval to Commence Development*, the City of Kwinana will have due regard to the provisions of these Design Guidelines.

In the event of there being any inconsistency or conflict between any provision of any Council policy and these Design Guidelines, the Design Guidelines shall prevail. If there is any inconsistency or conflict between any provision of the Design Guidelines and a Local Development Plan, the Local Development Plan shall prevail.

1.2.1. Land Use

The Wellard Village Centre is identified as 'Neighbourhood Centre R80' (incorporating retail, office, residential and community facilities) on the approved *Wellard Village Structure Plan* (Structure Plan). Schedule IV – Development Area 2: Wellard Village of the Scheme states that uses within the 'Neighbourhood Centre (R80)', as identified on the Structure Plan, shall be in accordance with the provisions of the 'Commercial' zone, with the exception of a Single House which is to be considered a permitted use.

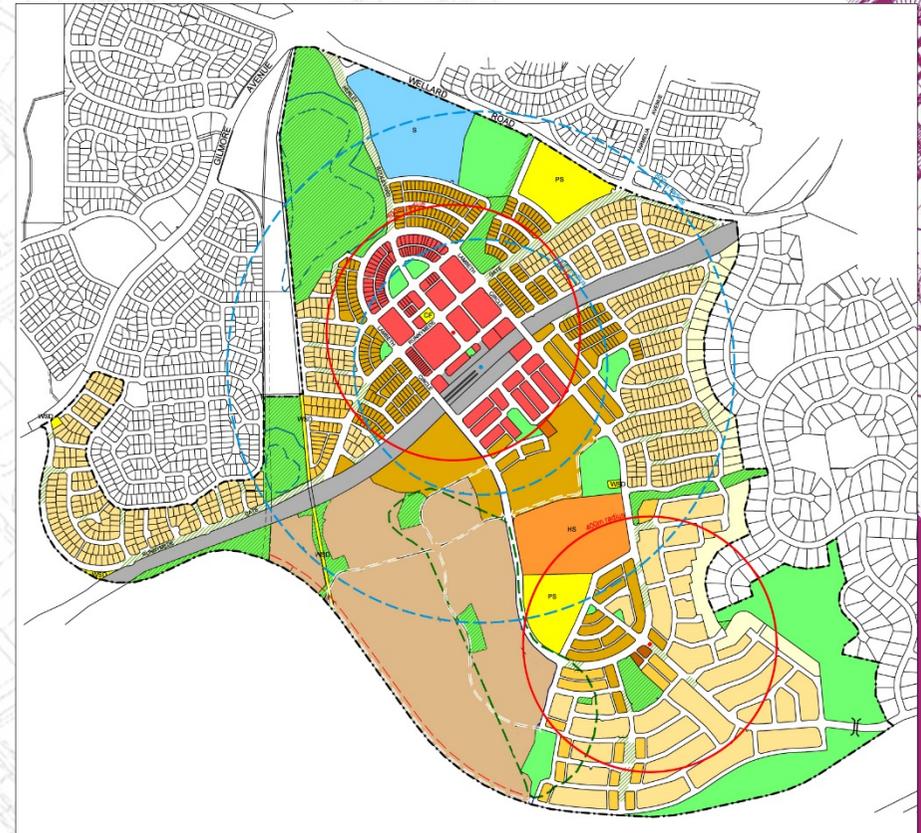
Development for solely residential use may be pursued in the Wellard Village Centre, with ground floor units developed in a manner that will enable the building to be converted for commercial activities as demand develops. Ground floor units along The Strand, Runnymede Gate, Chiswick Parade, and Charing Cross shall be developed to this standard, with ground floor height provided in accordance with Section 2.1.5. An exemption to this standard may be permitted at the discretion of Council.

Residential development within the Wellard Village Centre is encouraged, with a residential coding of R80 applicable for sole residential or mixed use development.

1.2.2. Local Development Plans

Local Development Plans (LDP) have been prepared for lots within the Wellard Village Centre as part of the subdivision statutory approval process to illustrate such elements as permissible building envelopes, R-Codes variations, vehicle access and parking requirements, special fencing requirements, etc.

Where development provisions of the R-Codes are not referred to or varied by the Design Guidelines or Local Development Plan, the provisions of the R-Codes prevail.



Wellard Village Structure Plan

1.2.3. Restrictive Covenants

Where lots are encumbered by Restrictive Covenants these are intended to benefit all property owners by ensuring minimum standards of development are met and the amenity of all properties is optimised. Restrictive Covenants are a legal instrument which is imposed by the seller of the property and any related queries are to be addressed directly to Peet Ltd.

The Guidelines are to be read in conjunction with the applicable Wellard Village Centre LDP's, Restrictive Covenants and any other relevant and current statutory documents including the following:

- *Building Code of Australia (BCA);*
- *Residential Design Codes of Western Australia (R-Codes); and*
- *City of Kwinana Town Planning Scheme No.2.*

1.3. Approval Process

Development proposed within the sites subject to these Design Guidelines, will require **at least one** pre-application meeting by the Wellard Village Centre Design Guideline Review Panel (WVCDGRP), together with endorsement by Peet Ltd prior to the formal lodgement of an Application for Planning Approval / Building Permit with the City of Kwinana.

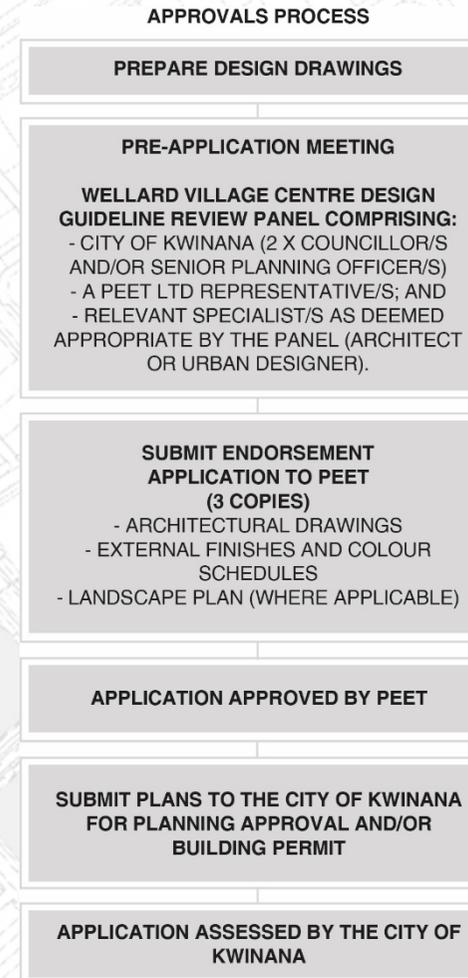
Following the preparation of preliminary design drawings and prior to lodgement of a DA, a meeting with the WVCDGRP will be required as part of the Development Application (DA) process.

The WVCDGRP will consist of City of Kwinana (2 x Councillor/s and/or Senior Planning Officer/s), a Peet Ltd representative/s and relevant specialist/s as deemed appropriate by the panel (Architect or Urban Designer). The WVCDGRP will review the proposal and provide Peet Ltd with comments and recommendations to assist Peet Ltd in the consideration of its pre-DA endorsement. Where Peet Ltd is the proponent, the above process shall proceed as described, and Peet Ltd shall take the comments and recommendations of the WVCDGRP into consideration in finalising design drawings and formally lodging a DA.

The review and assessment process by Peet Ltd is required to ensure development achieves the required high quality architectural and built form outcomes required under these Guidelines.

Three (3) copies of drawings, which shall include a site plan, floor plans and elevations illustrating the proposed built form, together with an 'External Materials, **Colours** and Finishes Schedule' and 'Landscape Plan' (not applicable to residential development) shall be submitted to Peet Ltd for approval.

Following assessment and endorsement by Peet Ltd, two (2) copies of the application will be stamped approved and returned with at least one of the stamped copies to be included in any application for Planning Approval or a Building Permit subsequently made to the City of Kwinana.



1.4. Performance Based Approach

The Design Guidelines are intended to be predominately performance based. The Guidelines provide specific design objectives that must be achieved, but are intended to provide flexibility in the means of achieving the design objectives.

The applicant is to demonstrate that the design solution meets the design objectives and is consistent with the vision for the Wellard Village Centre.

Variations to the standards detailed in the guidelines **may** be proposed and will be considered on a case by case basis, subject to approval by the City of Kwinana, in accordance with the approval process detailed in Section 1.3.



2. Design Guidelines

The intention of the Design Guidelines is to prescribe key elements which optimise urban design outcomes, while providing enough flexibility to allow for innovation and market responsiveness for individual lot development. The primary focus is to deliver a cohesive and quality Village Centre by achieving an appropriate interface between individual buildings and the public realm.

All development within the Wellard Village Centre is to be designed to meet the following building design objectives 2.1.1 to 2.1.14.

2.1. Building Design

2.1.1. Architectural Design

- All new developments are to be of a high quality, contemporary architectural design, that responds to the context of the development and the established character and quality of Wellard Village Centre.
- Architectural design and building detail is to be used to provide strong articulation of buildings and reduction in building bulk.
- Buildings shall address the street and/or public realm in a manner that promotes visual interest, variety and fine-grained form. Entrances, balconies and openings should create an engaging interface with the street that encourages interaction between people within the building and the public realm.
- All buildings are to be designed in a manner that maximises solar access and passive ventilation and minimises overshadowing of adjacent buildings.

2.1.2. Articulation of Facades

To ensure a high quality public realm, elevations to streets, rear laneways, rear entrances from carparks, and public open spaces are to be articulated to feature clearly defined architectural elements, including:

- Defined front entries which are clearly identifiable from the street;
- Avoidance of blank facades through the use of balcony projections, changes in material, projections and indentations in the floor plan with the resultant shadow effects and corresponding roof elements; and wall panels articulated through the use of glazing;
- Application of awnings and other shading devices;
- Neutral colours throughout the street highlighted by bold colours or accent material changes applied to specific elements of the built form;
- Continuous pedestrian cover at street level for commercial activities located within the Wellard Village Centre;
- Extensive glazing at ground level (i.e. controlled shopfronts) for commercial activities; and
- For upper floor residential: smaller individual openings which are more consistent with residential development.



Architectural elements of the built environment greatly contribute to public realm and provide visual interest.

The material and colour selection adopted within the Village Centre shall respond to contemporary architectural character.



2.1.3. Building Materials & Colours

Material and colour selection shall respond to contemporary architectural character with the following materials and colours encouraged within the Wellard Village Centre:

Materials - Modular construction methods are encouraged within the Wellard Village Centre as a sustainable and efficient alternative to traditional build. Such methods will be subject to facades and finishes complying with these Design Guidelines.

Visible roofing - Corrugated metal roof sheeting is to be of low or neutral visual impact from the range of Colorbond colours (for example Surfmist, Shale Grey or Dune) or Zinalume finish. Dark, heat absorbing colours are only acceptable to achieve a suitable design outcome.

Walls – Modular construction, masonry material or pre-cast concrete is to be complemented by elements of alternate materials or finishes, as well as glazing. Examples of suitable materials include: face and rendered/painted brickwork or blockwork, stone cladding; sheet metal cladding; compressed fibre cement; clear glazing.

Colours - Bold accent colours are encouraged, in conjunction with panels of alternative materials being used to accentuate colour or character differences.

2.1.4. Roof Forms

Roof forms are not restricted; rather a mix of contemporary roof elements is encouraged to provide varied and interesting streetscapes.

Given the contemporary architectural character promoted within the Wellard Village Centre, a range of roof profiles may be provided including: conventional hipped and gabled roofs of varying pitches, low pitched skillions and flat or parapet style roofs.

It is also envisaged that the roofs of single houses will predominantly be traditionally pitched while larger multi-residential or retail developments will incorporate parapet or skillion roof forms.



2.1.5. Building Height

The maximum permitted height within the Wellard Village Centre varies between 3-5 storeys with an additional level permitted on corners identified for landmark buildings, as defined on the **Local Development Plan** (refer Section 3).

For development on Lots 813, 814, 815, 882 and 915 on the Local Development Plan a 4th storey setback of a minimum of 5 metres applies to a laneway (where it abuts single dwelling lots) to provide an adequate transition in building height.

For development on single lots with a frontage less than 7.5m, a minimum 2 storey height limit applies.

Maximum Building Height shall be as follows:

3 Storeys:	maximum height
• Top of wall (roof over)	10.8m
• Top of wall (parapet)	12.3m
• Top of pitched roof	16.8m
4 Storeys:	maximum height
• Top of wall (roof over)	14.0m
• Top of wall (parapet)	15.5m
• Top of pitched roof	20.0m
5 Storeys:	maximum height
• Top of wall (roof over)	17.2m
• Top of wall (parapet)	18.7m
• Top of pitched roof	23.2m
6 Storeys Landmark Elements:	maximum height
• Top of wall (roof over)	20.4m
• Top of wall (parapet)	21.9m
• Top of pitched roof	26.4m

Ground level floor-to-floor height shall be a minimum of 3.2m to all development along *The Strand* and *Chiswick Parade* to accommodate future commercial adaptability. An exemption to this standard may be permitted at the discretion of Council. Ground level floor-to-floor heights of 3.2m to development outside of *The Strand* and *Chiswick Parade* is encouraged but not mandatory.

Vertical (building height) articulation of the building is encouraged within the building height limits applicable to each site, to assist with reduction of building bulk, to create a pedestrian scale at ground level and to maximise solar access within the public realm.



Landmark locations provide opportunities for point of orientation and legibility and should be treated with additional architectural emphasis such as increased building height, distinctive roof forms, and bold colours complemented by material changes.



2.1.6. Plot Ratio / Site Coverage

Maximum plot ratio for each individual lot shall be a maximum of 1.5 (inclusive of non-residential floor space).

Minimum Open Space (% of site) for residential development is:

- 20% for single residential dwellings on lots with a frontage less than 7.5m;
- 30% for grouped dwellings, multiple dwellings and single residential dwellings on lots with a frontage greater than 7.5m.

The following elements are included as part of Open Space:

- Open areas of accessible and usable flat roofs and outdoor living areas above natural ground level (including rooftop gardens and balconies);
- Areas beneath eaves;
- Unroofed open structures (e.g. pergolas); and
- Uncovered driveways and uncovered parking spaces.

2.1.7. Setbacks

Setbacks for development are specified on the Local Development Plan (refer Section 3). The extent of setbacks should generally reflect those shown on the Local Development Plans.

For single dwellings on lots with a frontage less than 7.5m, two-storey boundary walls are permitted, subject to meeting the design principles of Clause 5.1.3 of the R-Codes.

For single dwellings on lots with a frontage greater than 7.5m, the boundary walls shall meet the requirements of the R-Codes.

2.1.8. Landmark Locations / Element

In order to facilitate orientation and legibility within a neighbourhood, built form at the landmark locations identified on the Local Development Plan (refer Section 3) shall be treated with additional architectural emphasis such as distinctive roof forms and colours, complemented by a contrast in materiality.

To further emphasise these corner sites, built form at these landmark locations is permitted an additional storey in height to that identified on the Local Development Plan (refer Section 3). This 'additional storey in height' shall be setback from the landmark corner, and the extent of the landmark element is to be at Councils discretion.

2.1.9. Secondary Street Elevations

Development on corner lots is required to address both the primary and secondary streets. A secondary street elevation is to be articulated and feature a suitable level of detail including windows, in a manner which is consistent with that of a primary street elevation.

Development on Lots 538 and 543 is to provide a high quality design and suitable articulation to both Chiswick Parade and the Transperth 'Kiss and Ride' road; whilst development on Lot 542 is to provide a high quality design and suitable articulation to the Wellard 'Village Square' facade.

Buildings on these above lots shall be designed to provide activation of both street edges through the use of glazing and other architectural features. Where activation is limited by services or bin stores and/or similar, these areas shall be screened to the satisfaction of Council.



2.1.10. Glazing

For commercial/retail activities glazing to the street elevation shall be optimised with at least 70% of the ground floor façade (including doorways) to be glazed.

Glazing may comprise window panels to floor level or with sills set approximately 0.75m above floor level, with fixed opening sashes as the use may dictate.

2.1.11. Stores

For each grouped or multiple dwelling a store shall be provided in accordance with the requirements of the R-Codes.

For single dwellings on lots with a frontage less than 7.5m, a single store with a minimum area of 1.5m² shall be provided and can be accessible from the internal part of the dwelling, including the garage or below the staircase.

For single dwellings on lots with a frontage greater than 7.5m, a single store with a minimum area of 4m² shall be provided and can be accessible from the internal part of the dwelling.

2.1.12. Safety

All development within the Village Centre is to be designed to meet the following safety objectives:

- Developments are to incorporate design principles of Crime Prevention Through Environmental Design (CPTED).
- Fencing between public and private or semi-private spaces should generally be low or visually permeable to promote visibility and cross surveillance.
- The preferred front fence is of solid rendered masonry in a finish which is compatible with that of the main building to a maximum height of 0.75 metres.
- Security and surveillance design measures are to include active street frontages at street level and passive surveillance from upper floor windows and balconies.
- Safety design features are to include external lighting, safe entrances, eliminating entrapment points, and safe commercial loading and storage areas.
- Building entries and service areas are to be well lit to facilitate safe after hours use.
- Building design is to contribute to the creation of safe environment by avoiding the formation of “blind” spaces and facilitate informal surveillance of surrounding open space through the use of window openings and balconies.
- Lighting shall be provided to space beneath pedestrian awnings.

2.1.13. Public Art

Public art is an important element associated with the public realm which can be a source of inspiration and pride for its residents. Elements of public art both permanent and temporary shall be realised throughout the Wellard Village Centre. Temporary art has an important role to play in giving artists a voice to affect change and create opportunities for more spontaneous engagement with residents. Public art installations must consider:

- Long term maintenance and durability of materials;
- Location, setting and relationship with surrounding built form and amenity;
- Public safety standards, and risk management requirements; and
- Scale of the work must be in keeping with surrounding built form.

Note: "All development shall refer to City of Kwinana's Public Art Policy."

2.1.14. Noise Mitigation (incl. Quiet house design)

It is likely, and should be generally accepted, that some noise will be experienced in association with an active mixed use precinct such as the Wellard Village Centre. It is important, however, to ensure a reasonable level of acoustic privacy for residences. Noise generating uses in tenancies should be suitably designed and built, with the use appropriately managed to limit noise and disturbance to nearby residential occupants.

'Quiet Building' design principles should be considered for affected dwellings including:

- Absorbent materials for balcony ceilings to reduce the extent of reflected noise;
- Masonry external walls for example, double brick or solid concrete construction; and
- Windows with compressible acoustic seals or the application of thicker than normal laminated glass to windows and sliding doors.

Air-conditioning Plants

Noise associated with the use of air conditioners can be limited through implementation of the following:

- Air conditioning or evaporative cooling plants are prohibited from roof areas visible from the street or other public areas;
- Where the plant is roof mounted, it is to be located in a position where it is screened from public view (e.g. behind parapet walls or in plant enclosures) and otherwise finished in a colour consistent with the roofing material;
- Where an air conditioning plant is located on a balcony it is to be screened from public view. (e.g. behind fixed screens or within a separate screened enclosure off the balcony area); and



Public art should enhance the public realm and enable people opportunities to engage with the built form and surrounding environment.

- Air conditioning plant is to be located or acoustically screened to minimise the level of noise intrusion into neighbouring properties to within the limits set out in the Environmental Protection (Noise) Regulations 1997.

2.2. Building Context

2.2.1. Sustainable Design

Environmentally sustainable development is encouraged within the Wellard Village Centre. Passive and active design principles are encouraged to minimise the need for artificial cooling and heating or mechanical ventilation.

Dwelling design should optimise winter solar penetration to indoor and outdoor living areas. Daytime living areas should be located to maximise major openings facing north to allow winter sunlight penetration.

Windows facing west should be minimised or protected by means of awnings, screens or other similar devices. The use of solar hot water systems and Photovoltaic cells are encouraged, particularly for single dwellings.

Buildings should be designed to take advantage of prevailing breezes and facilitate natural cross-ventilation.

All residential and commercial development shall satisfy the energy efficiency requirements of the *Building Code of Australia* (BCA). An energy rating assessment shall be undertaken for each commercial building within the Wellard Village Centre and submitted with the planning approval application. All commercial buildings within the Wellard Village Centre shall satisfy a range of sustainability criteria including energy management by achieving a minimum 4 star 'Green Star' rating (Green Building Council of Australia). Buildings in general should be designed to be energy efficient with particular attention paid to the principles of passive solar design for both residential and commercial buildings which include:

Residential Building Considerations:

- The use of roof and ceiling insulation;
- Light or reflective colours to roofing and walling materials selected from the promoted palette of colours;
- Awnings, balconies, verandahs, pergolas, sunshades, eaves, overhangs, etc. used to control direct solar impact on openings;
- Vertical and horizontal protection of west and east facing openings;
- Larger openings facing north/northeast to maximise winter solar penetration;
- North facing courtyards or balconies for residential development to maximise winter solar penetration;
- Strategically located deciduous trees and shrubs to permit solar penetration in winter whilst limiting its impact in summer; Location of openings to facilitate cross ventilation through buildings and roof spaces;



Windows, openings and balconies address the street to encourage active use of this zone.

- Choice of construction materials from renewable resources;
- The selection of energy efficient services and appliances; and
- The use of quality door and window seals.

Commercial Building Considerations:

- The use of atriums, light wells and shelves to maximise natural light within the building core;
- The use of cross ventilation to minimise the requirement for air-conditioning;
- Thermal massing;
- Tenant and centrally controlled natural ventilation;
- Water efficient appliances and fittings;
- Reduced PVC usage;
- Recycled aggregate in concrete;
- The use of recycled and plantation timbers; and
- Eaves, awnings, blades etc. to limit direct solar gain to windows.

2.3. Street Integration

2.3.1. Frontage/Articulation and Streetscape

Design and articulation at street level helps to provide for a vibrant and interesting pedestrian experience. It also creates opportunities for passive surveillance of the public realm, contributing to the sense of safety.

Elevations to streets, rear laneways, rear entrances from car parks, and public open spaces are to be articulated, using clearly defined architectural elements. This includes front entries which are clearly identifiable from the street and well lit, the avoidance of blank facades by way of changes in material or articulation, awnings or other shading devices.

Secondary street elevations are to be articulated and feature a suitable level of detail, including windows, in a manner which is consistent with that of a primary street. For two-storey development at rear laneways, windows or balconies providing outlook over the lane are recommended.

The facades of larger developments (multi-residential and commercial) within the Wellard Village Centre should have clearly defined ground floors and utilise finer details and tactile materials which consider the close pedestrian experience. Upper levels are to be viewed in a broader context and this can be reflected in larger scale composition.

Where a residential use fronts the street, windows, openings, balconies and/or courtyards should address the street to encourage active use of this zone and passive surveillance of the street. Where there are residential ground floor uses in multi-residential developments, separate front doors to street level apartments or gates to courtyards are highly desirable.



Front entries which are clearly identifiable from the street and well lit, and the avoidance of blank facades provides for a pleasant pedestrian experience.



Clearly defined ground floors enhance public realm, with upper levels providing opportunities for passive surveillance of the public realm.

2.3.2. Retail

Retail activities provide a high level of activation and play an integral role in creating a place which is lively, safe and desirable to experience.

At street level, the building frontage of retail tenancies should be designed to address the street via entries, windows and displays to provide activation. Retail entry points should be clearly defined to orientate visitors and create a desirable identity for the development. Long retail frontages that address primary streets are to be articulated as a series of smaller shop fronts with the character of a traditional retail street. Retail frontages to streets are to be fully glazed, thereby maximising the visual connection between the street and the retail activity. Retail activities that directly engage and extend into the street, such as cafe uses, are encouraged.

2.3.3. Awnings / Canopies

Awnings and canopies are encouraged. Awnings and canopies provide protection from the weather, encourage pedestrian activity and create opportunities for extending retail activities to footpaths. They also create an intimacy of space and can provide identity and detail to a building.

All retail frontages are to be provided with awnings or canopies. For commercial activities, awnings over footpaths shall comply with the following:

- Maximum extension to within 0.5m of street kerb, may not be built over street parking bays, should generally be cantilevered or suspended and provide no obstructions or hazards to pedestrians and should be lightly framed with fine design lines;
- Should generally be cantilevered or suspended and provide no obstructions or hazards to pedestrians;
- Have minimum average clearance of 3.0m over a sidewalk;
- Be lightly framed with maximum fascia depth of 300mm; and
- Lighting shall be provided to spaces beneath pedestrian awnings.

2.3.4. Signage

Signage is important for way-finding and for business identification; its design should be compatible with the building design and streetscape character.

Location, design and content of all signage visible from public spaces or adjoining properties must comply with the City of Kwinana Local Law on signage, and may require planning approval or a sign licence.

Tenant signage will not be permitted on the street front façade above the awnings. Signage suspended below canopies with a minimum 2500mm pedestrian head clearance or integrated into shopfronts are acceptable. Major signage elements or building naming signage may be placed above awning height but below the first floor window height.



The pedestrian experience is enhanced and supported through the provision of awnings and canopies, this also enables retail activities to be extended over the footpath.



2.3.5. Fencing

Fencing design and materials should complement and be consistent with the building design. Fencing should not adversely impact on the safety and security of residents or visitors, or the amenity of the public realm.

In general, where fencing is provided along any primary / secondary street edge, it shall utilise high quality materials. Solid fencing to street boundaries shall be no higher than **750mm**. Fencing shall be visually permeable above the solid section and have a maximum total height of 1.5m.

Front fencing is not permitted to be colourbond.

Where provided, laneway fencing is to be to a maximum height of 1.8m with any component of fencing greater than 1.5m required to be visually permeable. Dividing fences between properties shall not project beyond the building line, and be 1.8m in height. Where colourbond is used, it shall not be visible from the public realm.



2.4. Open Space and Landscape

2.4.1. Private Open Space

Outdoor living spaces, including balconies/verandahs, assist to articulate the building facade. Outdoor spaces orientated towards the public realm can also provide people presence, contributing to the liveliness of a place, the opportunity for passive surveillance and the sense of safety of the Village.

Outdoor living spaces in multi-residential developments should directly overlook the adjacent street where possible. In any development which is bounded by a primary and secondary street, outdoor living spaces should be provided to address both streets.

Where private or communal open space is directly visible or accessible from the public realm, landscaping should be carefully considered and may include the provision of public art. Where screening is utilised to separate private open space from the street for security reasons, it should be permeable to provide visual continuity between the public and private realms.

Outdoor Living Areas for grouped and multiple dwellings and single residential dwellings on lots with a frontage greater than 7.5m shall be provided in accordance with the Residential Design Codes.

For single dwellings, on lots with a frontage of less than 7.5m shall provide an Outdoor Living Area with a minimum dimension 2m and area of 7m² is to be provided.

2.4.2. Landscaping

Landscaping provides visual amenity to residents and visitors, and soft landscaping, including trees, provides much needed shade in summer. Accordingly, a high standard of landscaping is encouraged in the Wellard Village Centre. A Landscape Plan shall be prepared and submitted with all applications to Peet Limited for approval, prior to formal lodgement with the City.

For commercial development the minimum extent of landscaping shall be as defined in the town planning scheme, however in line with the aim to produce a superior urban outcome a minimum of 10% of the site area is highly recommended.

Planting should be predominantly plants which are consistent with the existing landscape character of the Village at Wellard, with consideration given to drought tolerant species. Low maintenance landscaping is encouraged.

Care should be taken not to provide excessive areas of paving which will become a heat trap. Alternate materials such as light coloured stone, mulches and garden beds which reduce heat retention and allow for drainage should be provided.



2.5. Parking and Services

2.5.1. Parking

The visual impact of car parking areas is to be minimised to preserve the streetscape for built form and activated frontages. At-grade parking should be designed to incorporate landscaping, along with well-defined pedestrian access to and from the parking area.

Parking is to be provided in accordance with the R-Codes and Scheme. As the subject sites form part of a transit oriented development, and are located within 400m of the Wellard Train Station, an application for a reduction in the required number of bays may be made as part of any application, with Council able to vary the provisions where deemed appropriate.

Parking shall be contained on-site or provided on-street. Parking should be placed to the rear of buildings or where parking areas do occur immediately adjacent to the street, the visual impact of parking areas should be minimised through landscaping. Parking areas which are accessed from secondary streets or laneways are encouraged.

2.5.2. Services

Service elements should be considered during the design phase and sensitively accommodated within the design. Generally waste and vent pipes, cable ducts, air-conditioning units, television antennae, satellite dishes, clothes drying areas and hot water storage tanks are to be concealed from the street or public view.

Storage of rubbish should be screened from public view whilst facilitating access for collection. Loading docks and service areas shall be suitably screened.

Air conditioning units shall be fully concealed from view. Where air conditioning units are located on balconies, they shall be screened from view in a manner that has regard for the overall design of the building. Noise impact to adjacent dwellings shall also be considered and managed.

3. Local Development Plan

Development of sites within the Village at Wellard shall be undertaken in accordance with the following Local Development Plan, with further guidance on built form from the preceding Design Guidelines elements.

Development shall be undertaken, designed and assessed in accordance with the process detailed in Section 1.3 of the Design Guidelines.



LEGEND

ZONE & R-CODING
'Neighbourhood Centre R80'

SETBACKS

- Nil Setback
- Nil Setback (5m Minimum Setback to 4th Storey)
- 1m Minimum Setback
- 1.5m Minimum Setback (3m average)
- 2m Minimum Setback (3m average)
- 3m Minimum Setback (4m average)
- 0.5m Garage Setback
- Minimum Setback as per R-Codes

HEIGHT

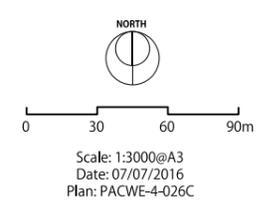
- Maximum 3 Storeys
- Maximum 4 Storeys
- Maximum 5 Storeys
- Landmark Building (additional storey permitted)

OPEN SPACE
30% Minimum Open Space (% of site)

ATTACHMENT A

NOTE
Information used to prepare this plan has been taken from Approved Local Development Plans, Design Guidelines, Town Planning Schemes and R-Codes

PEET



LOCAL DEVELOPMENT PLAN
Wellard Village Centre, The Village at Wellard
A PEET Limited and Department of Housing Joint Venture Project

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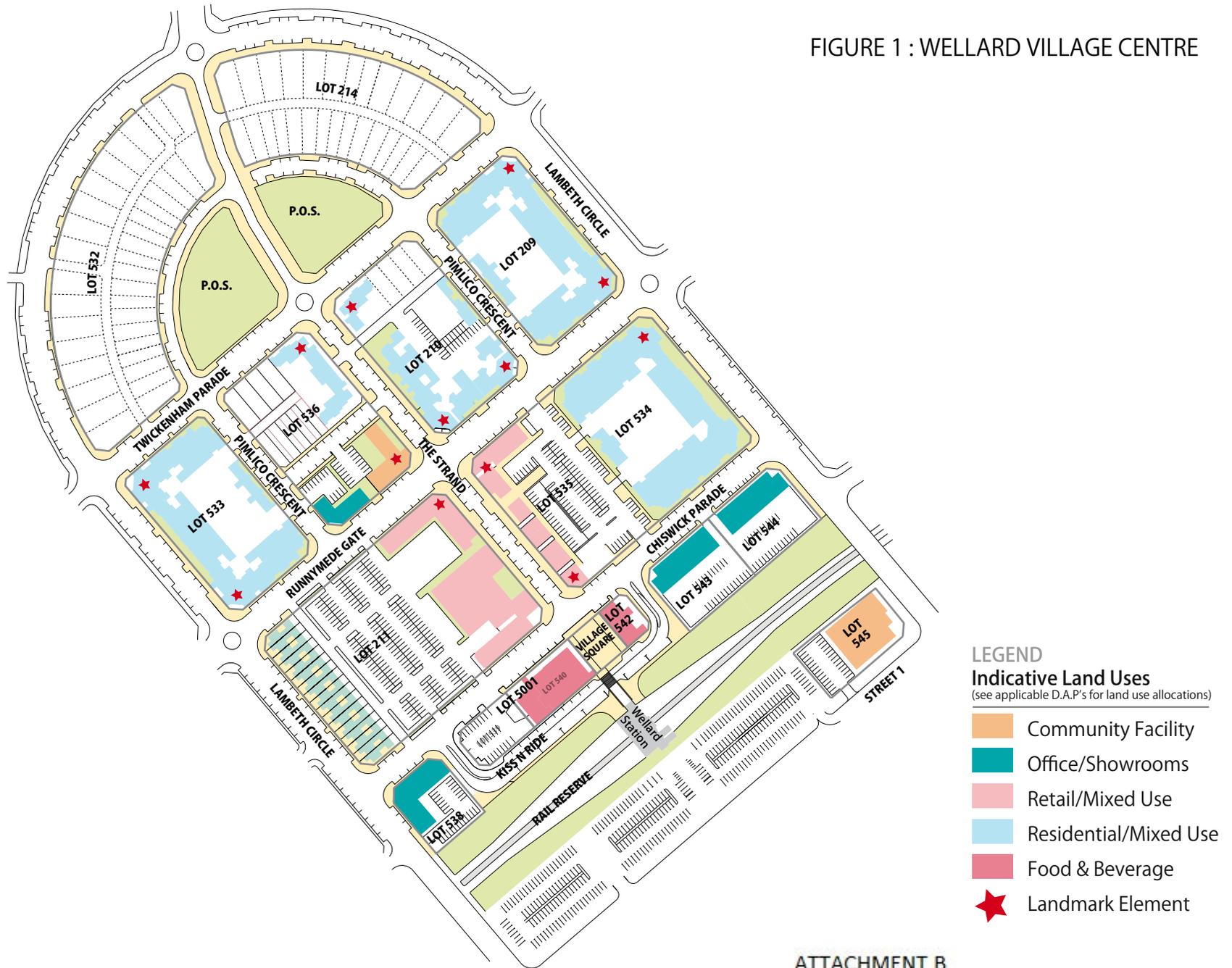
T H E V I L L A G E A T W E L L A R D :
D E S I G N G U I D E L I N E S ATTACHMENT B

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FIGURE 1 : WELLARD VILLAGE CENTRE



ATTACHMENT B

1 INTRODUCTION

The Village Centre is the focal hub of “The Village at Wellard” subdivision developed by the joint venture partnership of PEET Ltd (Peet) and the Department of Housing and Works’. Featuring a mix of medium/high density residential options together with a diversity of retail and commercial opportunities and located around the Wellard rail transit station, the centre is an example of Transit Oriented Development (TOD). The TOD neighbourhood will accommodate a mix of residents of all ages, with activities to fulfil the community’s everyday needs, such as retail, business and leisure, all with walking distance of the public transport node.

These guidelines are applicable for development within the Village Centre subject area, as illustrated in Figure 1, describing desired outcomes for the streetscape and setting out parameters for the design of development within the precinct.

2 DESIGN VISION

The vision for the Village Centre is for the development of a vibrant residential mixed use place featuring levels of economic activity and opportunity underpinned by a solid resident base and housed within a robust, contemporary architectural form. The village will feature a high level of public infrastructure in the form of quality materials and designs for streets, street furniture and public lighting, public art which is sympathetic to and compliments the aspirations of the Kwinana community, together with extensive landscaping. Commercial development along The Strand is to feature active frontages with pedestrian cover, preferably with a component of residential at upper levels resulting in an ongoing human presence within the village.

Development is to feature clearly defined architectural elements with a composite of external wall materials and finishes. Single residential development within the Village Centre is also to reflect a contemporary Australian urbanism featuring a composite of external finishes rather than historical or vernacular styles such as “Federation”, “Tuscan” etc.

3 DETAILED AREA PLANS, RESTRICTIVE COVENANTS AND OTHER APPLICABLE DOCUMENTS.

3.1 DETAILED AREA PLANS (DAP’S)

Detailed Area Plans have been prepared for lots within the Village Centre as part of the subdivision statutory approval process to illustrate such elements as allowable building envelopes, Residential Design Codes of WA (R Codes) variations, vehicle access and parking requirements, special fencing requirements, etc.

Design Vision



Retail Examples

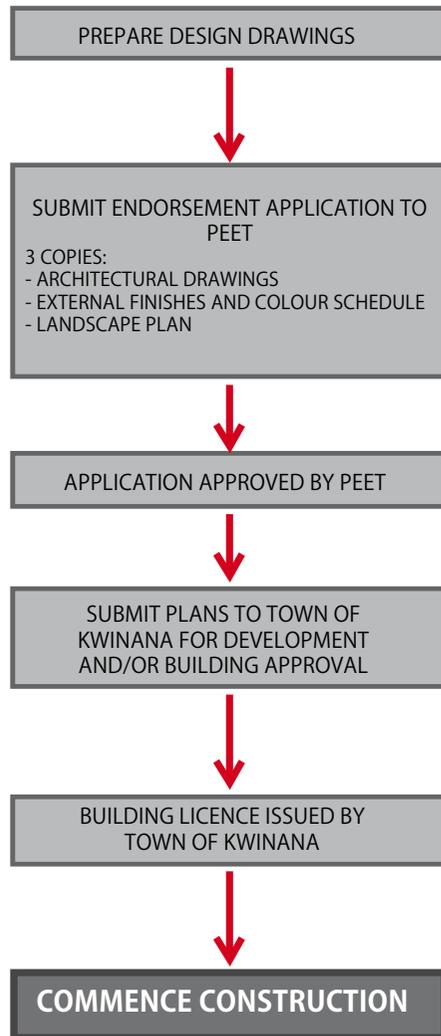


Mixed Use Examples



Residential Examples

APPROVAL PROCESS



3.2 RESTRICTIVE COVENANTS

Where lots are encumbered by restrictive covenants these are intended to benefit all property owners by ensuring minimum standards of development are met and the amenity of all properties is optimised. Restrictive covenants are a legal instrument which is imposed by the seller of the property and any related queries are to be addressed directly to Peet Ltd.

The guidelines are to be read in conjunction with the applicable village centre DAP's, Restrictive Convenants and any other relevant and current statutory documents including the following:

- Building Code of Australia (BCA)
- Residential Design Codes of Western Australia (R Codes)
- Kwinana Town Planning Scheme N° 2

4 APPROVAL PROCESS

In assessing development proposals, adherence to the requirements of these guidelines as well as applicable DAP's will be considered. Proponents may engage in a consultative process with representatives of Peet to ensure the intent of the guidelines and DAP's is satisfactorily addressed.

4.1 PEET DESIGN ENDORSEMENT

Development proposed within the Village Centre will require endorsement by Peet prior to the lodging of plans with the Town of Kwinana for Development or Building Approval.

Three (3) copies of drawings which shall include a site plan, floor plans and elevations illustrating the proposed built form together with an external materials and finishes schedule and landscape plan shall be submitted to Peet for approval.

4.2 TOWN OF KWINANA APPROVAL

Following assessment and endorsement by Peet, two (2) copies of the application will be stamped approved and returned with at least one of the stamped copies to be included in any application for Development Approval or Building Licence subsequently made to the Town of Kwinana.

5 BUILDING DESIGN

5.1 ARCHITECTURAL CHARACTER

The promoted architectural character is of a contemporary nature featuring a composite of exterior finishes, with a primary wall material such as painted render, stone work, or face brickwork complimented by minor elements including lightweight cladding materials, accent colours and alternative materials etc.

5.2 RESIDENTIAL CODING

Residential development is encouraged within the village centre. Depending on land use allocations described in the applicable DAP's lots may be developed as wholly non residential or residential or a combination of the two (mixed use). For residential and mixed use development the applicable residential coding is R80.

The land use activities described in the DAP's are determined in accordance with the Wellard Village Structure Plan, a statutory planning document which requires approval by the Western Australian Planning Commission and the Town of Kwinana. The structure plan provides a basis for guiding subdivision, development and broad design requirements and facilitating flexibility to accommodate changing development requirements within the Village Centre over the passage of time.

5.3 COMMERCIAL ADAPTABILITY

A key consideration for residential development as an interim use fronting onto The Strand and other primary streets within the village centre is the capability of buildings to be re-used for commercial activities as demand develops. A sufficient vertical ground floor volume is required to accommodate the commercial activities, dropped ceilings for air-conditioning requirements and any associated signage and awning/canopy structures.

5.4 BUILDING HEIGHT

- **Maximum Height**

The maximum permitted height within the Village Centre shall generally be 3 storeys with a 4th level permitted within the roof space apart from landmark elements limited in area as defined in section 6: SITE SPECIFIC CONSIDERATIONS, the maximum permitted height for residential development on a landmark site shall be 4 storeys and will not include a (loft) level within the roof space.

The minimum ground floor – first floor height shall be 3.2m to accommodate the future commercial adaptability described in clause 5.3.



Building Height



This requirement is not mandatory for building elements within a lot which are remote from a primary street and which may be regarded as unlikely to warrant a future conversion to commercial uses.

Maximum Building Height shall be as follows:

3 Storeys:	maximum height
- Top of wall (roof over)	10m
- Top of wall (parapet)	11m
- Top of pitched roof	14m
4 Storeys Landmark Elements:	maximum height
- Top of wall (roof over)	13m
- Top of wall (parapet)	14m
- Top of pitched roof	17m

• **Minimum Height**

In keeping with the urban nature of the village centre, residential and mixed use development shall have a minimum height of 2 storeys.

For single storey non residential development a minimum street front wall or parapet height of 5m shall be achieved.

5.5 ON SITE PARKING

The onsite parking requirement for each site within the village centre shall be as per the applicable DAP.

5.6 LANDMARK LOCATIONS

Key locations with a high visibility such as corner lots, lots at the end of a street vista, or adjacent to a public open space are identified on Figure 1 and the Detailed Area Plans as “landmark” locations. In order to facilitate mental recognition of locations within a neighbourhood it is recommended that landmark locations be treated with additional architectural emphasis such as an element of increased building height, distinctive roof forms, and bold colours complemented by material changes. Development on a landmark site should draw attention to the location whilst reinforcing the sense of architecture identity.

5.7 ARTICULATION OF FACADES

Elevations to streets, rear laneways, rear entrances from carparks, and public



Landmark Locations



Articulation of Facades



open spaces are to be articulated to feature clearly defined architectural elements, including:

- Defined front entries which are clearly identifiable from the street through expressed elements such as entry porticos, glazing etc;
- The avoidance of blank facades through the use of balcony projections, changes in material, projections and indentations in the floor plan with the resultant shadow effects and corresponding roof elements; and wall panels articulated through the use of glazing;
- The application of awnings and other shading devices;
- Neutral colours throughout the street highlighted by bold colours or accent material changes applied to specific elements of the built form;
- Continuous pedestrian cover at street level for commercial activities located within the Village Centre;
- Extensive glazing at ground level (i.e. controlled shopfronts) for commercial activities;
- For upper floor residential: smaller individual openings which are more consistent with residential development.

5.8 GROUND FLOOR LEVELS

For Commercial Uses:

- Are to match the abutting sidewalk level at entrances to facilitate universal access requirements;
- Minor variations are permitted where suitable ramping is provided to entrances.

For Residential Uses:

- Are permitted to be a maximum of 0.5m above the abutting mean sidewalk level in order to facilitate a discrete separation from passing pedestrian traffic;
- At multiple dwelling sites where semi-basement/undercroft parking is required, the maximum ground floor level is 1.5m above the adjoining mean sidewalk level.

5.9 ENTRANCES AT STREET LEVEL

Provide primary door openings off the street sidewalk for each tenancy or common lobby area abutting the street. Entrances are to be clearly identifiable and well lit.

5.10 SECONDARY STREET ELEVATIONS

Development on corner lots is required to address both the primary and secondary streets. A secondary street elevation is to be articulated and feature a suitable level of detail including windows, in a manner which is consistent with that of a primary street



Articulation: Pedestrian Cover at Street Level



Secondary Street Elevation



Entrance at Street Level





Roof Form Example



Tiled Roofing



Corrugated Metal Roofing



Wall Materials



Wall Finishes

elevation.

5.11 ROOF FORMS

Roof forms within the Village Centre are not restricted apart from where conventional pitched roofs are employed (particularly for residential development), the pitch shall be 27½° minimum and 42° maximum in order to promote a consistency of development.

5.12 GLAZING

For commercial/retail activities glazing to the street elevation shall be optimised with at least 70% of a ground floor façade (including doorways) to be glazed. Glazing may comprise window panels to floor level or with sills set approximately 0.75m above floor level, with fixed or opening sashes as the use may dictate.

For commercial and residential development, glazing above the street level should provide ample opportunities for surveillance of the streets, laneways and other public spaces. Where subject to solar load, the use of sunshades or awnings should be incorporated to improve solar performance whilst adding detail to the building façade.

5.13 BUILDING MATERIALS

5.13.1 ROOF MATERIALS

Corrugated Metal Roofing

Corrugated metal roof sheeting is to be of low or neutral visual impact from the specified range of Colorbond colours or Zincalume finish. Bright or dark, heat absorbing colours are not permitted. Colorbond colours are to be selected from the following range: (or its equivalent)

Windspray, Shale Grey, Classic Cream, Surfmist, Dune, Bushland, Sandbank, Ironstone, Pale Eucalypt, Woodland Grey, Paperbark and Jasper.

Tiled Roofs

In keeping with the promoted contemporary urban form, roof tiles are recommended to be slate style in neutral/grey colours.

Overly bright colours such as reds, greens or blue and black, dark or deep terracotta colours are not permitted as they are considered to be inconsistent with the desired colour palette and/or absorb greater levels of summer heat than lighter colours.

5.13.2 WALL MATERIALS

- Walls visible from a street or other public spaces are preferred to feature a composite of construction materials or finishes.

- A dominant masonry material is to be complemented by minor elements of alternative materials or finishes as well as glazing.
- Where tilt up, precast concrete or the like is proposed for external walls, the design shall exhibit sufficient components of detail, changes in colour, texture and or pattern and the use of glazing to satisfy the spirit of the guidelines.

Examples of suitable materials include:

- Face and rendered/painted brickwork or blockwork
- Stone cladding;
- Sheet metal cladding;
- Compressed fibre cement;
- Clear glazing;

On all public elevations at least 2 different materials or finishes are required as well as glazing.

5.14 STORES

- For each grouped and multiple dwelling a store shall be provided in accordance with the requirements of the R Codes.
- For single dwellings a store with a minimum of 4m² is to be provided under the main roof of the residence and may be accessed either from the exterior or within the garage area.
- Any additional store or other outbuilding not constructed of the same materials as the main residence is not permitted to be visible from a street, park or other public space.

5.15 SERVICES

Generally

Waste and vent pipes, cable ducts, air-conditioning and evaporative cooling plant, television antennae, satellite dishes, hot water storage tanks and clothes drying areas are to be concealed from the street or public view. Where a television antenna must project above the roof line to access the direction of reception the maximum allowable projection is 1m, with the location to be towards the rear of the roof away from any public area.

In line with sustainability principles the use of solar hot water systems is encouraged (particularly for single dwellings), however solar panels and storage tanks are to be located such that they are not visible from public areas. Where there is no alternative location which affords a suitable level of solar efficiency, solar panels may be visible where they are in the same plane as the roof, and the storage tank is located remotely



Air Conditioning Plant Should Be Screened From Streets



Signage Examples

in a position not visible from public view.

Provision is to be made for the storage of rubbish bins in such a way as they are screened from public view whilst facilitating access for collection. Clothes lines and drying areas should be located to maximise the use of the winter sunshine or prevailing winds without being visible from public areas.

Air Conditioning Plant

- Air conditioning or evaporative cooling plant is prohibited from roof areas visible from the street or other public areas.
- Where roof mounted, it is to be located in a position where it is screened from public view (e.g. behind parapet walls or in plant enclosures) and otherwise finished in a colour consistent with the roofing material.
- Where air conditioning plant is located on a balcony it is to be screened from public view. (e.g. behind fixed screens or within a separate screened enclosure off the balcony area).
- Air conditioning plant is to be located or acoustically screened to minimise the level of noise intrusion into neighbouring properties to within the limits set out in the Environmental Protection (Noise) Regulations 1997.

5.16 SECURITY AND LIGHTING

- Building entries and service areas are to be well lit to facilitate safe after hours use;
- Building design is to contribute to the creation of safe environment by avoiding the formation of “blind” spaces and facilitate informal surveillance of surrounding open space through the use of window openings and balconies.
- Lighting shall be provided to space beneath pedestrian awnings.

5.17 SIGNAGE

The location, design and content of all signage visible from public spaces or adjoining properties must comply with the Town of Kwinana Local Law on signage and may require Planning Approval and/or a sign licence.

All signage is to feature a high standard of graphic design, be appropriate in character and an integral element of the building design.

Examples of appropriate signage locations include:

- Suspended from beneath a pedestrian awning provided a minimum clearance of 2.5m is maintained;
- To fixed glazing highlights on shopfronts;
- Horizontally on front elevations above and below awnings and below first floor

- windows.
- Vertically on side walls.

5.18 AWNINGS COVERING SIDEWALKS

For commercial activities awnings over sidewalks shall comply with the following:

- Maximum extension to within 0.5m of street kerb;
- May not be built over street parking bays;
- Generally to be cantilevered or suspended and provide no obstructions or hazards to pedestrians; apart from minimal support within the footpath area.
- To be roofed in sheet metal, tensile membrane, polycarbonate or similar;
- To have a minimum average clearance of 3.0m over a sidewalk;
- To be lightly framed with fine design lines and a maximum fascia depth of 300mm.

5.19 FENCING

Fencing Generally

- Fencing between public and private or semi private spaces should generally be low or visually permeable to promote visibility and cross surveillance.
- The preferred front fence is of solid rendered masonry in a finish which is compatible with that of the main building to a maximum height of 0.75 metres.
- Tall visually permeable fences may be solid to a maximum height of 0.75m with transparent components to a maximum height of 1.8m and piers to a maximum height of 2.0m.
- Fences at rear courts, secure parking areas, service and drying areas may be solid to the maximum height of 1.8m.
- Low fencing used as a buffer between semi-private and public spaces, should be enhanced by the use of low hedging or planting.
- At an access point to an on site parking area, walls should be sufficiently low or truncated and any proposed gates to be of a transparent nature in order to facilitate the safe entry and egress of motor vehicles.
- Fences dividing adjoining properties shall be 1.8m maximum height and shall be constructed of masonry in a finish which is compatible with that of the main building.

Residential Fencing

- **Front Street Fences**

Where tall fencing is preferred, this is to be in the form of masonry piers to a maximum



Awnings



Awnings: Minimal Support In Footpath



Open or Low Front Fencing

height of 1.6m with visually permeable infill panels to a maximum height of 1.5m or solid masonry infill panels to a maximum height of 0.6m with visually permeable panels above up to a maximum height of 1.5m.

- **Laneway Fences**

Laneway fencing is to be to a maximum height of 1.8m with any component of fencing greater than 1.5m required to be visually permeable.

- **Dividing Fences**

All fences dividing adjoining properties shall be 1.8m max height. Such tall fencing shall not project past the adjoining front building line. Dividing fencing in front of the building line shall be low or visually permeable as for a front street fence.

- **Secondary Street Fences**

SINGLE DWELLING LOTS

In line with the requirement for corner residences to address both streets, the front 20% of a secondary street boundary from the truncation is required to be either free of fencing or if fencing is required it shall to be low or visually permeable as for a front fence.

The balance of secondary street fencing may suit particular privacy requirements.

Fencing Materials

Fencing shall be constructed of masonry in a finish which is compatible with that of the main building. Any infill panel materials shall complement the materials and colours of the main building.

Colorbond capped metal, corrugated fibre cement, brushwood and timber lap fencing are not permitted to front, secondary street or dividing fences within the village centre.

5.20 LANDSCAPING

Commensurate with the Village Centre's intensively landscaped public open spaces and high standard of street planting, development is required to exhibit a similar high level of landscape design and implementation.

Landscaping should complement the amenity of the Village Centre, featuring open easily surveilled, low water use garden areas. Design principles should include:

- Surveillance of public areas facilitated through the use of low level planting, shrub clusters, hedging etc offset by decorative trees which provide clean vision under a defined canopy;
- At parking areas a buffer to public areas in the form of hedging or plants which contribute to the subtle screening of masses of cars whilst still facilitating clear visibility for surveillance and safe traffic/pedestrian movements;
- For commercial developments the minimum extent of landscaping shall be as defined

in the town planning scheme, however in line with the aim to produce a superior urban outcome a minimum of 10% of the site area is highly recommended;

- Carparks shall be landscaped with shading/deciduous vegetation so that a vegetation island is situated between no more than 5 grouped vehicle parking bays.
- The use of deciduous tree species to facilitate winter solar penetration;
- The use of low water use plant species
- Electronically controlled irrigation systems with rain sensors and effective coarse drop sprays or subterranean water delivery;
- The use of soil conditioners and mulch in garden beds.

5.21 BLANK WALLS

Extensive blank walls abutting or facing public spaces are not permitted. These shall be articulated to provide visual interest.

5.22 “QUIET BUILDING” DESIGN

Buyers are advised that for residential development in close proximity to the Village Square and abutting The Strand, noise levels associated with village centre activities may be noticeable at various times. Accordingly it is recommended that a noise assessment study be carried out to inform the design process and that “Quiet Building” design principles be considered for affected dwellings including:

- Locating bedrooms away from noise source;
- Solid balustrades to balconies to provide a barrier to noise;
- Absorbent materials for balcony ceilings to reduce the extent of reflected noise;
- The provision of sealed eaves;
- External walls to feature double brick or solid concrete construction;
- Windows to feature casement sashes in timber or steel with compressible acoustic seals;
- The provision of acoustic insulation to roofs and ceilings;
- The application of thicker than normal laminated glass to windows and sliding doors.

The extent to which “Quiet House” design principles will need to be implemented will depend on the proximity to any potential noise sources and the recommendations of any noise assessment study.

5.23 NOISE MITIGATION

Noise mitigation principles should be applied to commercial development in close proximity to residential development in order to limit the levels of noise affecting



Avoidance of Blank Walls

residents. A noise assessment study shall be carried out to determine the noise levels expected to be generated by the commercial activity and to identify appropriate noise mitigation strategies to be incorporated into the design.

For each multiple residential development within the Village Centre a noise assessment study is to be carried out and its recommendations implemented.

5.24 ENERGY MANAGEMENT

Peet is committed to the promotion of technological innovation and ecologically sustainable development.

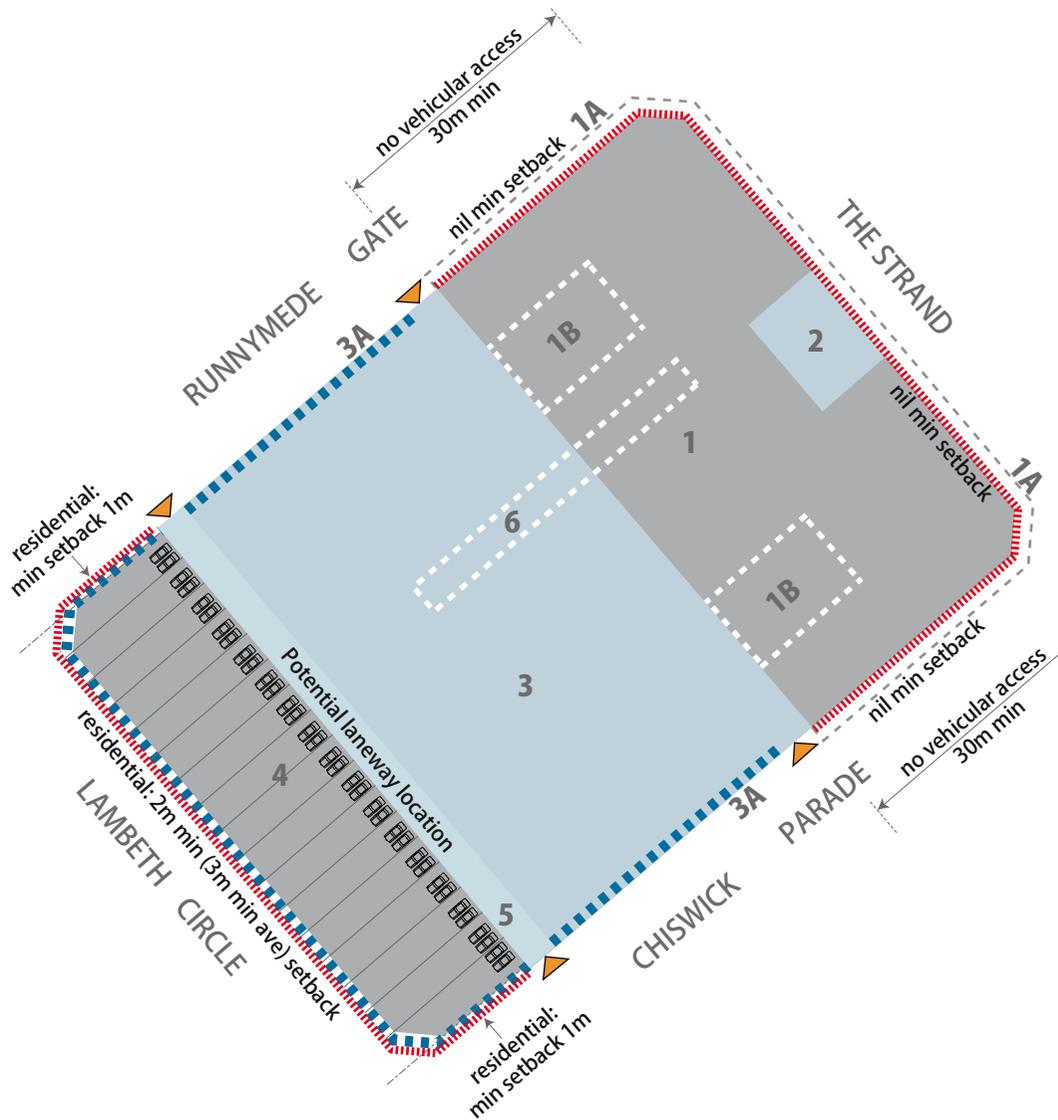
The Village at Wellard features a mix of lot sizes and configurations designed to contribute to the creation of a compact neighbourhood which will make better use of infrastructure services and in some instances contribute directly to energy efficiency through the common abutment of external walls of residential developments. A noise assessment study is to be carried out and its recommendations implemented for each multi unit residential development within the Village Centre.

All residential and commercial development shall satisfy the energy efficiency requirements of the Building Code of Australia (BCA). An energy rating assessment shall be undertaken for each commercial building within the village centre and submitted with the planning approval application. All commercial building within the Village Centre shall satisfy a range of sustainability criteria including energy management by achieving a minimum 4 star 'Green Star' rating (Green Building Council of Australia). Buildings in general should be designed to be energy efficient with particular attention paid to the principles of passive solar design as follows:

- **Residential Building Considerations:**
 - The use of roof and ceiling insulation;
 - Light or reflective colours to roofing and walling materials selected from the promoted palette of colours;
 - Double leaf brick or concrete construction;
 - Stud-framed construction insulated and sarked;
 - Awnings, balconies, verandahs, pergolas, sunshades, eaves, overhangs, etc. used to control direct solar impact on openings;
 - Vertical and horizontal protection of west and east facing openings;
 - Smaller openings facing west and east;
 - Larger openings facing north/northeast to maximise winter solar penetration;
 - North facing courtyards or balconies for residential development to maximise winter solar penetration;
 - Strategically located deciduous trees and shrubs to permit solar penetration in winter whilst limiting its impact in summer;

- Location of openings to facilitate cross ventilation through buildings and roof spaces;
- Mechanical exhaust systems to upper floors to expel warm summer air;
- Choice of construction materials from renewable resources;
- The selection of energy efficient services and appliances;
- The use of quality door and window seals.
- **Commercial Building Considerations:**
 - The use of atriums, light wells and shelves to maximise natural light within the building core;
 - High efficiency fluorescent lighting when daylight is insufficient;
 - The use of cross ventilation to minimise the requirement for airconditioning;
 - Thermal massing;
 - Tenant and centrally controlled natural ventilation;
 - Water efficient appliances and fittings;
 - Carpet with recycled content and low toxicity features;
 - Reduced PVC usage;
 - Recycled aggregate in concrete;
 - The use of recycled and plantation timbers;
 - Eaves, awnings, blades etc. to limit direct solar gain to windows.





LEGEND

- - - - - Vehicular access not permitted
- - - - - Low or visually permeable fencing and/or hedging
- ▲ Vehicular access

Indicative Development Plan



6 SITE SPECIFIC CONSIDERATIONS

6.1 LOT 211

6.1.1 NOTES

1. Building:

- Activated frontages required to The Strand, Runnymede Gate and Chiswick Parade;
- Retail/commercial at ground level;
- Commercial/residential permitted at upper level(s).

1A. Pedestrian Cover: Awnings/Canopies

- Required to The Strand and commercial frontage on Runnymede Gate/Chiswick Parade

1B. Service Areas:

- To be accessed via Runnymede Gate/Chiswick Parade or carpark;
- To be screened from streets.

2. Potential Forecourt/Plaza:

- To activate with The Strand and be linked to a primary pedestrian crossing point on The Strand.

3. Carparking:

- Generally not to be readily visible from The Strand;
- Vehicle access not permitted from The Strand;
- Vehicle Access to be via Runnymede Gate/Chiswick Parade.
- Provide landscaping to parking areas in the form of perimeter buffer planting, internal planting and deciduous shade trees at the minimum rate of 1 per 5 grouped parking spaces.

3A. Carparking Screening:

- Low landscaping hedging or fencing to provide a discrete screening buffer whilst facilitating visibility and cross surveillance.

4. Potential Residential Development

- To address Lambeth Circle.

5. Potential Laneway

- To provide rear access to residential development and a physical separation from retail carpark.

6. Covered Walkway

- Provide a covered walkway connecting the carpark with the primary point of rear access into the shopping facility and any associated plaza or forecourt.

6.1.2 PREAMBLE

The proposed land use allocation is supermarket with associated retail/commercial tenancies at ground floor level addressing The Strand, Runnymede Gate and Chiswick Parade and with commercial or residential to the upper floor(s).

Depending on the requirement for carparking the opportunity exists for a component of residential development fronting Lambeth Circle and separated from the carpark by a private or public laneway. Dwellings shall address Lambeth Circle with parking required to be accessed from the rear.

Specific site planning principles shall be as described in 6.1.4 below.

6.1.3 DEVELOPMENT POTENTIAL

R80 Mixed Use.

6.1.4 SITE PLANNING

- Ground floor retail/commercial shall address and be activated with The Strand, Runnymede Gate and Chiswick Parade. At the rear of the lot residential development may address Lambeth Circle;
- Upper level(s): Commercial and/or residential shall provide outlook, through the use of windows or balconies, over The Strand, Runnymede Gate and Chiswick Parade;
- Parking shall be located at the rear of the development and is not to be generally visible from or have vehicular access from The Strand.
- Vehicular access shall be via Runnymede Gate, Chiswick Parade, Lambeth Circle or a rear laneway (if incorporated into rear residential development). For residential development fronting Lambeth Circle, vehicular access is not permitted off Lambeth Circle;
- The impact of parking areas on surrounding streets shall be moderated by the use of low fencing or screening landscaping,

which still facilitates unobstructed visual surveillance;

- Service or loading areas are to be located to the rear of the development, accessed off Runnymede Gate or Chiswick Parade and visually screened from the street by buildings or screen walls. Service areas should be gated and well lit for after hours security.

6.1.5 PEDESTRIAN COVER

- Pedestrian awnings/canopies are required for commercial activities fronting the Strand;
- Pedestrian awnings/canopies are recommended for commercial activities fronting Runnymede Gate and Chiswick Parade.
- A covered pedestrian walkway shall connect the carpark with the primary point of rear access.

6.1.6 MINIMUM SETBACKS

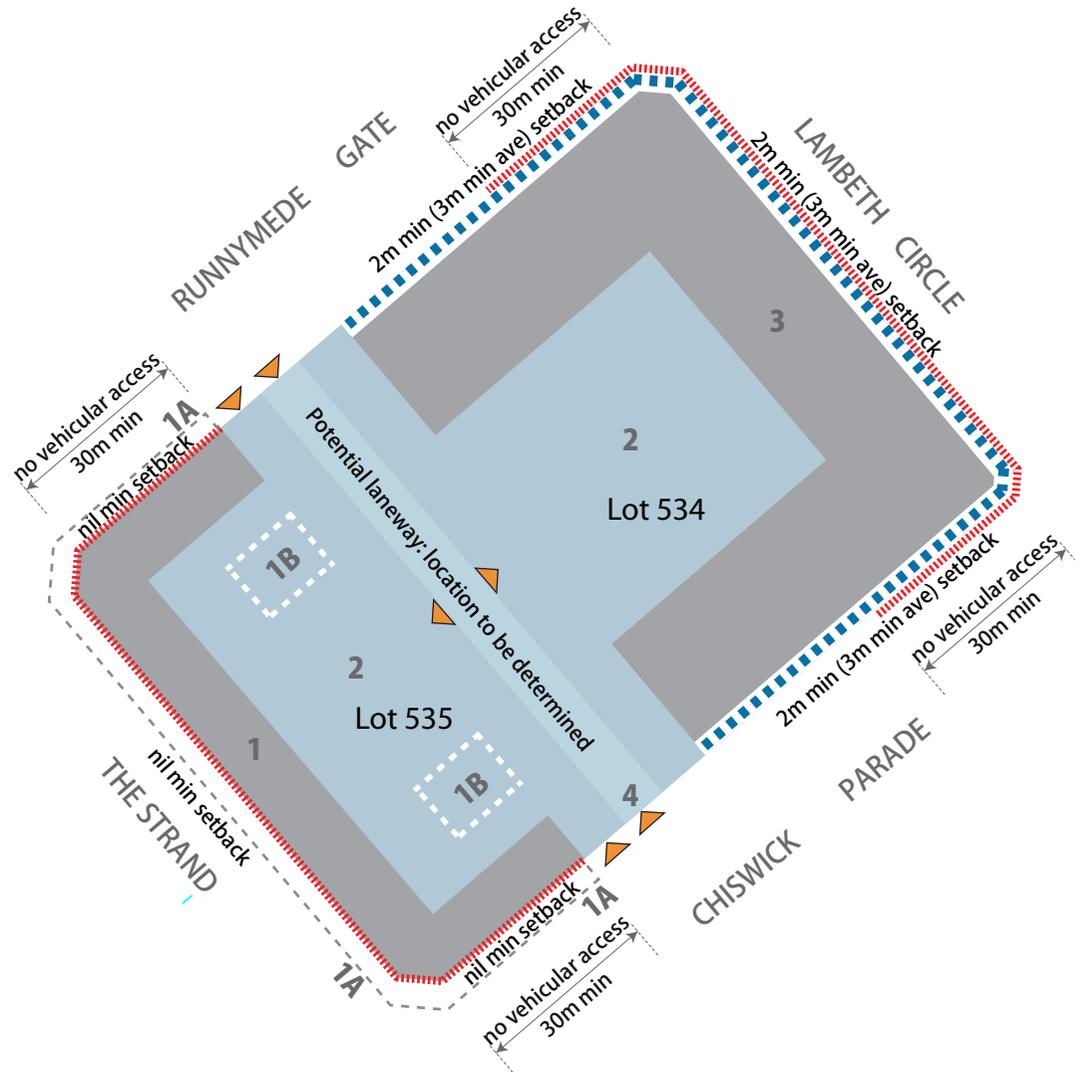
The Strand	nil
Chiswick Parade	nil (generally) 1m (residential addressing Lambeth Circle)
Runnymede Gate	nil (generally) 1m(residential addressing Lambeth Circle)
Lambeth Circle	2m (3m ave)

6.1.7 PLOT RATIO

Retail/Commercial:	As per Town Planning Scheme
Residential:	As per R Codes.



THE VILLAGE AT WELLARD



LEGEND

- ⋯⋯⋯ Vehicular access not permitted
- ▄▄▄▄ Low or visually permeable fencing and/or hedging
- ▲ Vehicular access

Indicative Development Plan



6.2 LOT 534/535

6.2.1 NOTES

1. Commercial Development:

- Activated frontage required to The Strand, Runnymede Gate and Chiswick Parade;
- Retail/commercial at ground level;
- Commercial/residential permitted at upper level(s).

1A. Pedestrian Cover: Awnings/Canopies

- Required to The Strand and commercial frontage on Runnymede Gate/Chiswick Parade.

1B. Service Areas

- To be accessed via Runnymede Gate/Chiswick Parade or from rear laneway;
- To be screened from streets and laneway.

2. Car Parking:

- Generally not to be visible from The Strand/Lambeth Circle;
- Vehicle access not permitted from The Strand or Lambeth Circle;
- Vehicle access is to be via Runnymede Gate/Chiswick Parade.

3. Potential Residential/Retirement Development

- Extent of site available to be determined subject to requirement for commercial floor space;
- To address Lambeth Circle, Runnymede Gate and Chiswick Parade.

4. Potential Laneway

- Location to be determined subject to requirement for commercial floor space.

6.2.2 PREAMBLE

The proposed land use allocation is retail/commercial at ground floor level addressing The Strand, Runnymede Gate and Chiswick Parade with commercial/residential to the upper floor(s) and residential to the rear of the lot, addressing Lambeth Circle, Runnymede Gate and Chiswick Parade.

The retail/commercial and residential components may be separated by a laneway.

Specific site planning principles shall be as described below.

6.2.3 DEVELOPMENT POTENTIAL

R80 Mixed Use.

6.2.4 SITE PLANNING

- Ground floor: Retail/commercial shall address The Strand, Runnymede Gate and Chiswick Parade. At the rear of the lot residential development may address Lambeth Circle;
- Upper level(s): Commercial and/or residential shall provide outlook through the use of windows or balconies over The Strand, Runnymede Gate and Chiswick Parade;
- Parking shall not be accessed or generally be visible from The Strand or Lambeth Circle;
- Vehicle access shall be via Runnymede Gate, Chiswick Parade (or rear laneway/street);
- The impact of parking areas on surrounding streets shall be moderated by the use of low fencing or landscape screening which still facilitates unobstructed visual surveillance;
- Services or loading areas are to be located to the rear of development accessed off side or rear streets and visually screened from the street by buildings or screen walls. Services areas should be gated and well lit for after hours security.

6.2.5 EXTENT OF RESIDENTIAL DEVELOPMENT

This will be subject to the determination of spatial requirements for commercial/retail activities fronting The Strand. Residential Development shall be separated from the mixed use component by a street/laneway.

6.2.6 PEDESTRIAN COVER

Pedestrian awnings/canopies are required to The Strand frontage

and to retail/commercial development along the Runnymede Gate and Chiswick Parade frontages.

6.2.7 MINIMUM SETBACKS

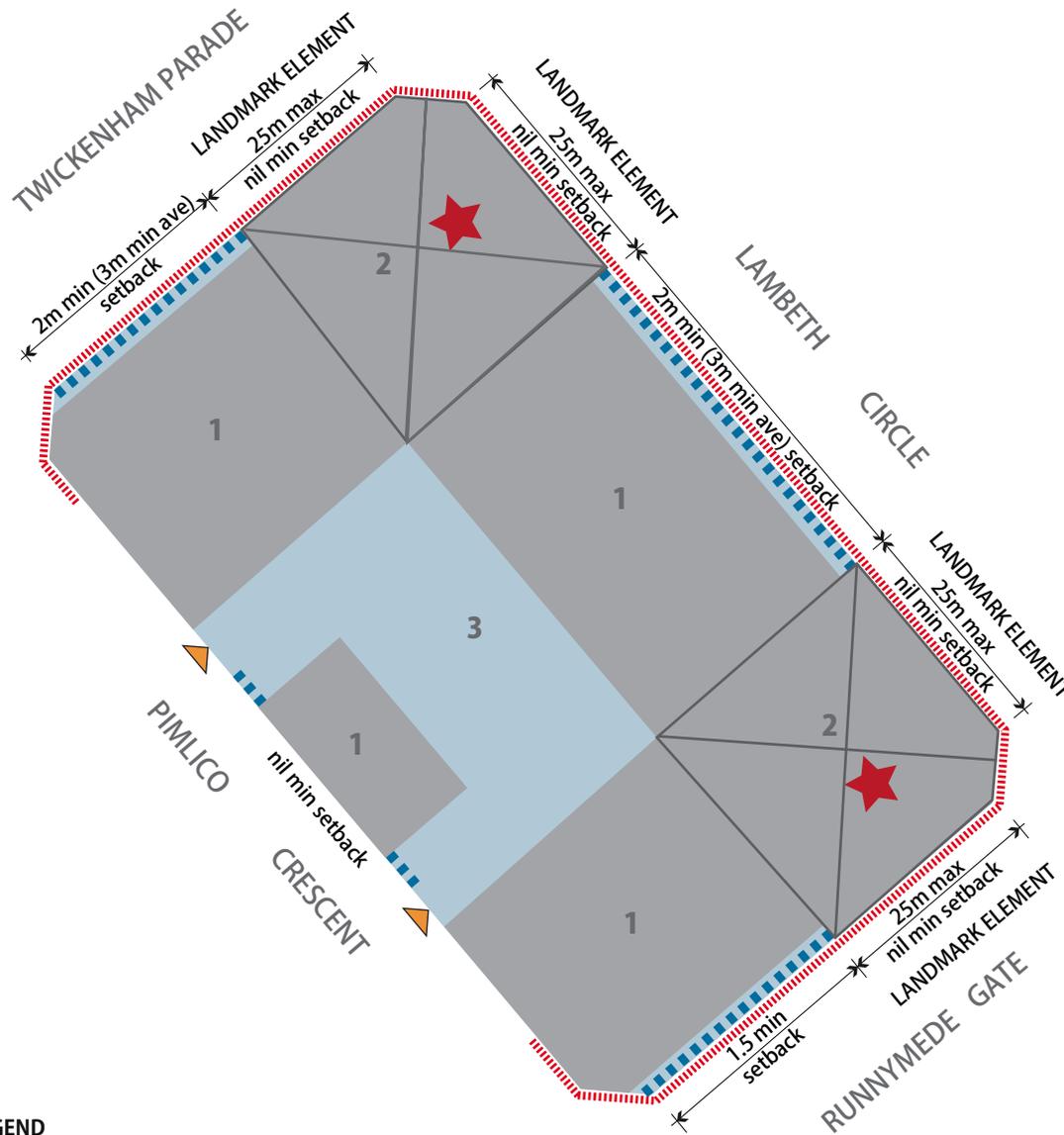
The Strand	nil
Runnymede Gate/ Chiswick Parade	
- commercial/residential mixed use	nil
- residential	2m (3m ave)
Lambeth Circle	2m (3m ave)

6.2.8 PLOT RATIO

Retail/Commercial:	As per Town Planning Scheme
Residential:	As per R Codes.



WELLARD VILLAGE CENTRE: DESIGN GUIDELINES



LEGEND

- Vehicular access not permitted
- Low or visually permeable fencing and/or hedging
- Vehicular access
- Landmark element

Indicative Development Plan



6.3 LOT 209, LOT 533 (MIRROR IMAGE)

6.3.1 NOTES

- 1. Building:**
 - Articulated frontages required to all streets
- 2. Corner Landmark Elements**
 - Nil street setback, additional building height permitted.
- 3. Car Parking:**
 - Not to be visible from Lambeth Circle, Runnymede Gate
 - Vehicle access permitted via Pimlico Crescent or Twickenham Parade.



THE VILLAGE AT WELLARD

6.3.2 PREAMBLE

The land use allocated to the lots is residential with a home based business activity permitted (particularly in close proximity to the village commercial centre) at ground floor level. It is expected development will primarily address Lambeth Circle, Twickenham Parade and Runnymede Gate with parking located to the rear and being accessed off Pimlico Crescent.

Specific site planning principles shall be as described below.

6.3.3 DEVELOPMENT POTENTIAL

R80 Mixed Use.

6.3.4 SITE PLANNING

- Residential development shall primarily address Lambeth Circle, Runnymede Gate and Twickenham Parade;
- Development addressing streets shall be articulated through the use of stepped plans providing indentations, projections, windows and balconies providing street outlook and clearly discernable entries to lobbies (and to individual dwellings where applicable.);
- Parking generally shall not be visible from Lambeth Circle, Runnymede Gate and Twickenham Parade;
- Vehicular access shall be primarily off Pimlico Crescent, with secondary access permitted off Twickenham Parade. Vehicular access is not permitted off Lambeth Circle or Runnymede Gate;
- The impact of parking areas on surrounding streets shall be moderated by the use of low fencing or landscape screening which still facilitates unobstructed visual surveillance;
- Landmark corner elements subject to nil setback and increased height allowances shall apply to the Lambeth Circle/Twickenham Parade, Lambeth Circle/Runnymede Gate corners. These elements shall be comprised of corner blocks extending a maximum of 25m down both street frontages from the corner property truncation.

6.3.5 LANDMARK ELEMENTS

For landmark elements to the Lambeth Circle/Twickenham Parade, Lambeth Circle/Runnymede Gate corner, the maximum building height shall be 4 storeys.

6.3.6 MINIMUM SETBACKS

Twickenham Parade

- Generally 2m (3m ave)
- Landmark Element nil

Lambeth Circle

- Generally 2m (3m ave)
- Landmark Element nil

Runnymede Gate

- Generally 2m (3m ave)
- Landmark Element nil

Pimlico Crescent

nil

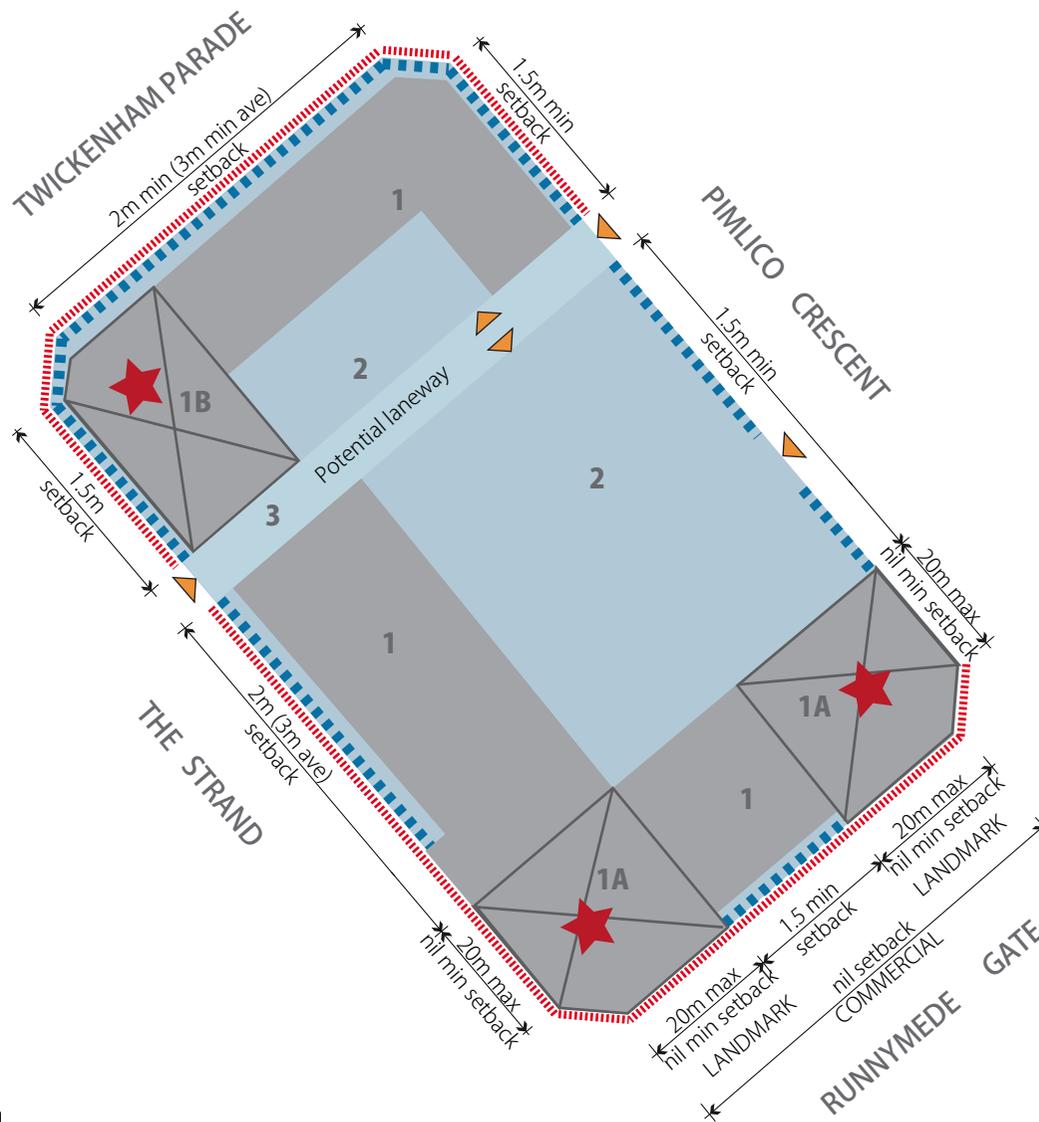
6.3.7 PLOT RATIO

The maximum Plot Ratio shall be as per the R Codes.

6.3.8 OPEN SPACE

The minimum Open Space requirement shall be 35% of the lot area.





LEGEND

- ⋯⋯⋯ Vehicular access not permitted
- ▄▄▄▄ Low or visually permeable fencing and/or hedging
- ▲ Vehicular access
- ★ Landmark element

Indicative Development Plan



6.4 LOT 210

6.4.1 NOTES

1. Building:

- Residential development is required to address The Strand, Runnymede Gate and Twickenham Parade.
- Commercial development permitted to address The Strand and Runnymede Gate.
- Development fronting Twickenham Parade may be separated from the rest of the site by a laneway. (3);
- Development fronting Twickenham Parade may be developed as single, grouped or multiple dwelling lots or a combination of these.

1A. Corner Landmark Elements

Reduced street setbacks, additional building height permitted to corner landmark elements on Runnymede Gate.

1B. Gateway Landmark Element

- Additional building height permitted at gateway to the Village Centre. – corner Twickenham Parade/ The Strand.

2. Carparking

- Generally not to be visible from The Strand, Twickenham Parade or Runnymede Gate;
- Vehicular access not permitted from The Strand apart from in the form of a laneway with through access to Pimlico Crescent.
- Vehicle access not permitted from Twickenham Parade or Runnymede Gate;
- For the building fronting The Strand/ Runnymede Gate vehicular access shall be via Pimlico Crescent or potential Laneway. (3);
- For Development fronting The Strand/ Twickenham Parade vehicular access shall be via rear laneway or if no rear laneway via Pimlico Crescent).



4. Laneway

Optional: may be included depending on the form of development addressing Twickenham Parade.

6.4.2 PREAMBLE

The proposed land use allocation is residential, addressing The Strand, Runnymede Gate and Twickenham Parade.

The opportunity exists for residential development to front onto Twickenham Parade taking advantage of the Public Open Space outlook opposite and resulting in a laneway behind to facilitate vehicular access.

Specific site planning principles shall be as described below.

6.4.3 DEVELOPMENT POTENTIAL

R80 Mixed Use.

6.4.4 SITE PLANNING

- Residential development shall primarily address The Strand, Runnymede Gate and Twickenham Parade;
- Development addressing streets shall be articulated through the use of stepped plans providing indentations and projections, windows and balconies providing street outlook and clearly discernable entries to lobbies (and individual dwellings where applicable.);
- A laneway may be utilised to separate development addressing Twickenham Parade from development on the balance of the lot and to facilitate vehicular access;
- Parking shall not be visible from The Strand, Runnymede Gate or Twickenham Parade;
- The impact of parking areas on surrounding streets shall be moderated by the use of low fencing or landscape screening which still facilitates unobstructed visual surveillance;
- Vehicular access shall be primarily off Pimlico Crescent (or a laneway connecting Pimlico Crescent with The Strand if incorporated) Vehicular access is not permitted directly off The Strand, Twickenham Parade or Runnymede Gate;
- A landmark corner element subject to reduced setback and increased height allowances shall apply to The Strand/Runnymede Gate corners. This element shall be comprised of a corner block extending a maximum of 20m down both street frontages from the corner property truncation;

- A gateway landmark element subject to increased height allowances shall also apply to The Strand/Twickenham Parade corner.

6.4.5 LANDMARK ELEMENTS

For landmark elements to the maximum building height shall be 4 storeys.

6.4.6 MINIMUM SETBACKS

Runnymede Gate

- Corner Landmark Element nil
- Balance of Development 1.5m

The Strand

- Runnymede /Strand Landmark Element nil.
- Development Generally 2m (3m ave)
- Strand/Twickenham Corner 1.5m

Twickenham Parade

2m (3m ave)

Pimlico Crescent

- Development Generally nil
- Pimlico/Twickenham corner 1.5m

Laneway

nil

6.4.7 PLOT RATIO

The maximum plot ratio shall be as per the R Codes.

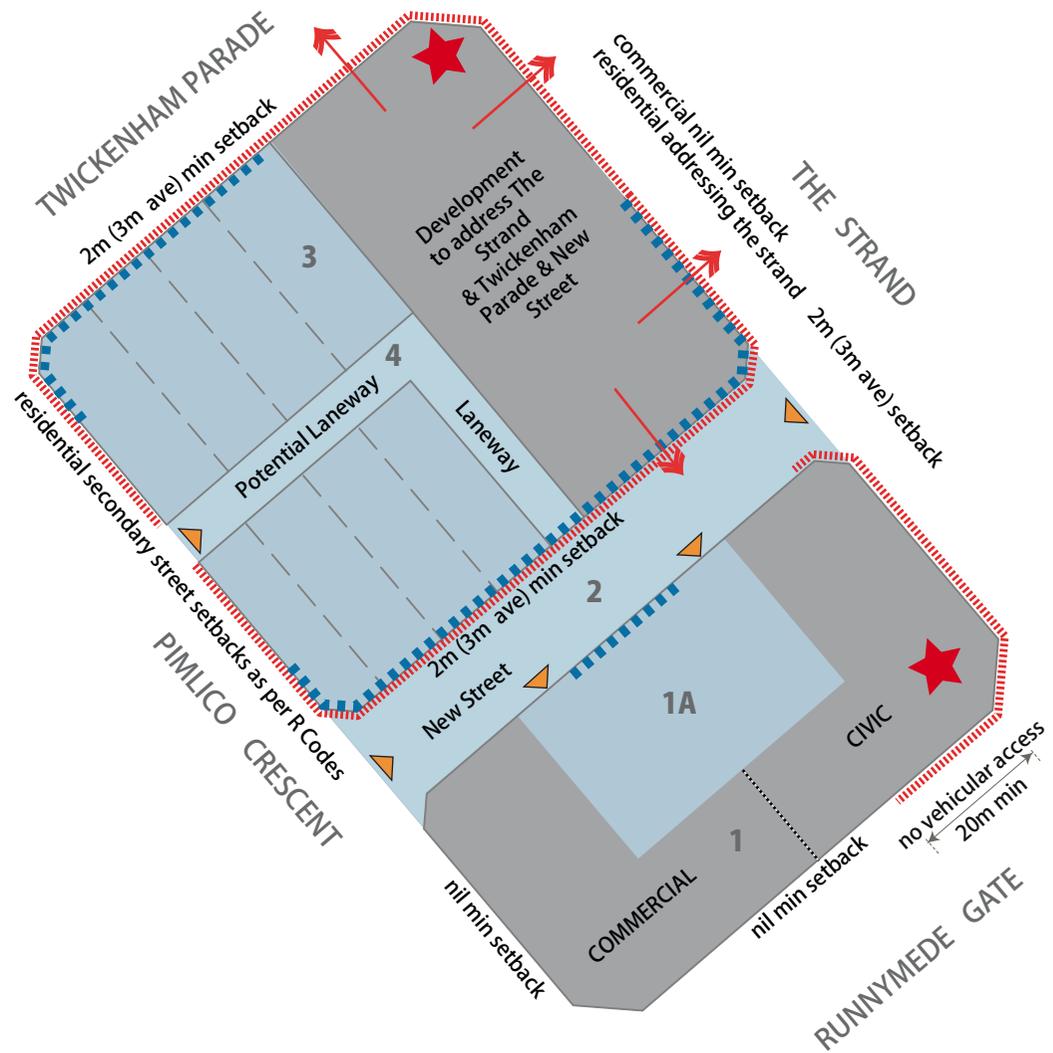
6.4.8 OPEN SPACE

For residential development the minimum open space requirement shall be 35% of the lot area.



THE VILLAGE AT WELLARD





LEGEND

- - - - - Vehicular access not permitted
- - - - - Low or visually permeable fencing and/or hedging
- ▲ Vehicular access
- ★ Landmark element

Indicative Development Plan



6.5 LOT 536

6.5.1 NOTES

- 1. Civic / Commercial**
 - Community Building: To address The Strand/ Runnymede Gate;
 - Offices/Commercial: To address Pimlico Crescent/ Runnymede Gate.
 - A landmark element is encouraged for The Strand/ Runnymede Gate

1A. Carparking
To be located behind development, with vehicular access to be off the proposed new street.

- 2. New Street**
- 3. Residential / Mixed Use**
 - Multiple dwellings shall address The Strand/ New Street, and The Strand/ Twickenham.
 - Single dwelling secondary street elevation not permitted to The Strand frontage, 4. Laneway;
 - A landmark element permitted to The Strand/ Twickenham Parade corner;
- 4. Laneway**

6.5.2 PREAMBLE

- The proposed land use allocation is Community Building addressing The Strand/Runnymede Gate, with commercial development addressing Pimlico Crescent/Runnymede Gate and residential development addressing the balance of The Strand and Twickenham Parade.



- Home based business is encouraged for residential development addressing The Strand.
- A new street may be utilised to separate the community/commercial building from residential development.
- Specific site planning principles shall be as described below.

6.5.3 DEVELOPMENT POTENTIAL

- R80 Mixed Use.

6.5.4 SITE PLANNING

- Residential development shall primarily address The Strand, Twickenham Parade and the Proposed New Street. A Secondary street elevation is not permitted to The Strand but is permitted to Pimlico Crescent (particularly for single dwellings);
- Development addressing streets shall be articulated through the use of stepped plans providing indentations, projections, windows and balconies providing street outlook and clearly discernable entries to lobbies for multiple dwellings, civic or office buildings (and individual dwellings where applicable);
- Community/Offices development shall address The Strand, Runnymede Gate and Pimlico Crescent;
- Vehicular Access
 For residential development (3&5) vehicular access shall be primarily off a rear laneway connecting The Strand and Pimlico Crescent. Direct vehicular access is not permitted off The Strand; Twickenham Parade or the proposed new street.

 For community/office development (1) vehicular access shall primarily be off the Proposed New Street. Vehicular access is not permitted off The Strand.
- A gateway landmark element subject to increased height allowances shall apply to The Strand/Twickenham Parade and The Strand/ Runnymede Gate corners.

6.5.5 LANDMARK ELEMENTS

For landmark elements the maximum building height shall be 4 storeys,

6.5.6 MINIMUM SETBACKS

The Strand

- Residential generally 2m (3m ave)
- Mixed use/ Home business nil
- Community Building/Offices nil

Runnymede Gate

- Community Building/ Offices nil

Pimlico Crescent

- Community Building/ Offices nil
- Residential (secondary street elevation) As per R Codes

Twickenham Parade

2m (3m ave)

Proposed New Street

- Community Building/ Offices nil
- Residential 2m (3m ave)

Laneway

- Single dwelling:
 - Garage 0.5m (1.5m max)
 - G. floor dwelling 1.5m
 - Upper floors nil
- Multiple dwellings:
 - Garage nil
 - G. floor dwelling nil
 - Upper floors nil

6.5.7 PLOT RATIO

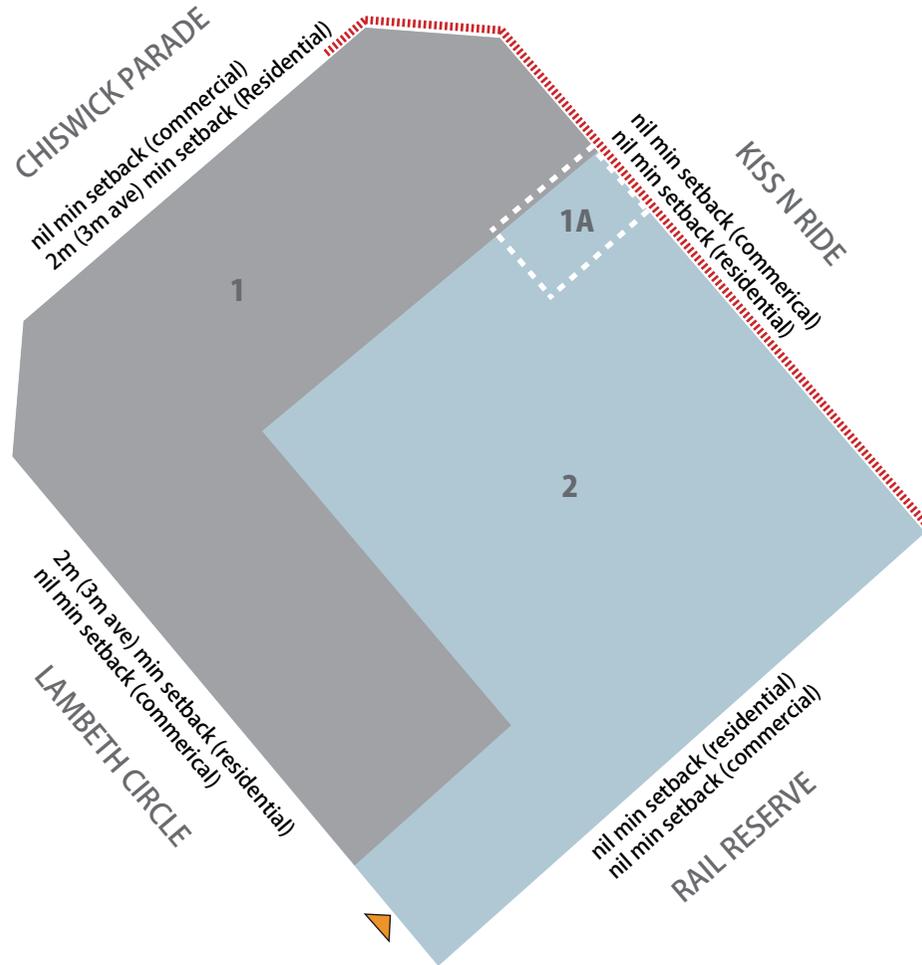
- Community Building/Offices: As Per Town Planning Scheme
- Residential: As per R Codes

6.5.8 OPEN SPACE

For residential development the minimum open space shall be 35% of the site area.



THE VILLAGE AT WELLARD



LEGEND

- Vehicular access not permitted
- Low or visually permeable fencing and/or hedging
- ▲ Vehicular access

Indicative Development Plan



6.6 LOT 538

6.6.1 NOTES

1. Building

- Articulated frontages required to Lambeth Circle and Chiswick Parade.
- Provide 2nd storey balconies and/or sufficient clear glazing to provide suitable surveillance opportunities over the rear carpark and the Kiss N Ride adjoining lot 539.

1A. Service Areas

- To be screened from streets

2. Car Parking

- Vehicular access not permitted off Kiss N Ride.
- Vehicular access off Lambeth circle see clause 6.6.4 relating to the adjoining traffic bridge.





6.6.2 PREAMBLE

- The preferred land use allocation is offices however the lot may also accommodate retail/commercial or residential development.
- Development is required to address both Chiswick Parade and Lambeth Circle, preferably with parking located to the rear being screened from the streets and providing a buffer to the rail reserve.

6.6.3 DEVELOPMENT POTENTIAL

- R80 Mixed Use.

6.6.4 SITE PLANNING

- Development shall address both street frontages;
- Development addressing streets shall be articulated through the use of stepped plans providing indentations and projections, windows and balconies providing street outlook and clearly discernable entries to lobbies.
- Vehicular access: for vehicular access considered off Lambeth Circle, safe access issues associated with traffic on the adjacent bridge shall be taken in to account. Vehicular access is not available off Kiss N Ride.
- The impact of the parking area on the street and Kiss N Ride shall be moderated by the use of low fencing or landscaping screening which facilitates unobstructed visual surveillance.

6.6.5 MINIMUM SETBACKS

Chiswick Parade

- commercial nil
- residential 2m (3m ave)

Lambeth Circle

- commercial nil
- residential 2m (3m ave)

Rail Reserve

nil

Kiss N Ride

nil

6.6.6 PLOT RATIO

- Commercial: The maximum plot ratio shall per as per the Town Planning Scheme.
- Residential: The maximum plot ratio shall be as per the R Codes.

6.6.7 QUIET BUILDING DESIGN

The lot is located adjacent to the Perth to Mandurah railway line. While strict noise and vibration criteria are set by the Department of Environment, quiet building design is recommended (for residential design in particular) as described in clause 5.17 i.e. Locating quiet areas such as bedrooms away from the rail corridor.



4. Service Areas

To be located to rear of development, accessed off car park.

6.7.2 PREAMBLE

The proposed land use allocation is Family Tavern or Licensed Restaurant. Development shall primarily address the Village Square and Chiswick Parade as described below.

6.7.3 SITE PLANNING

- Development shall primarily address the Village Square and Chiswick Parade with these frontages activated by the use of al fresco eating/drinking spaces;
- Any drive through liquor sales facility shall be located to the rear of the main development and associated with car parking, with vehicular access limited to the Chiswick Parade frontage.
- Neither pedestrian nor vehicular access is permitted off the Kiss N Ride frontage.
- The Kiss N Ride elevation shall be articulated to provide visual interest through the use of elements such as windows, relief patterns applied to walls, coloured wall panels, recesses with landscaping, changes in material and/or finish etc.

6.7.4 MINIMUM SETBACKS

All boundaries: nil

6.7.5 PLOT RATIO

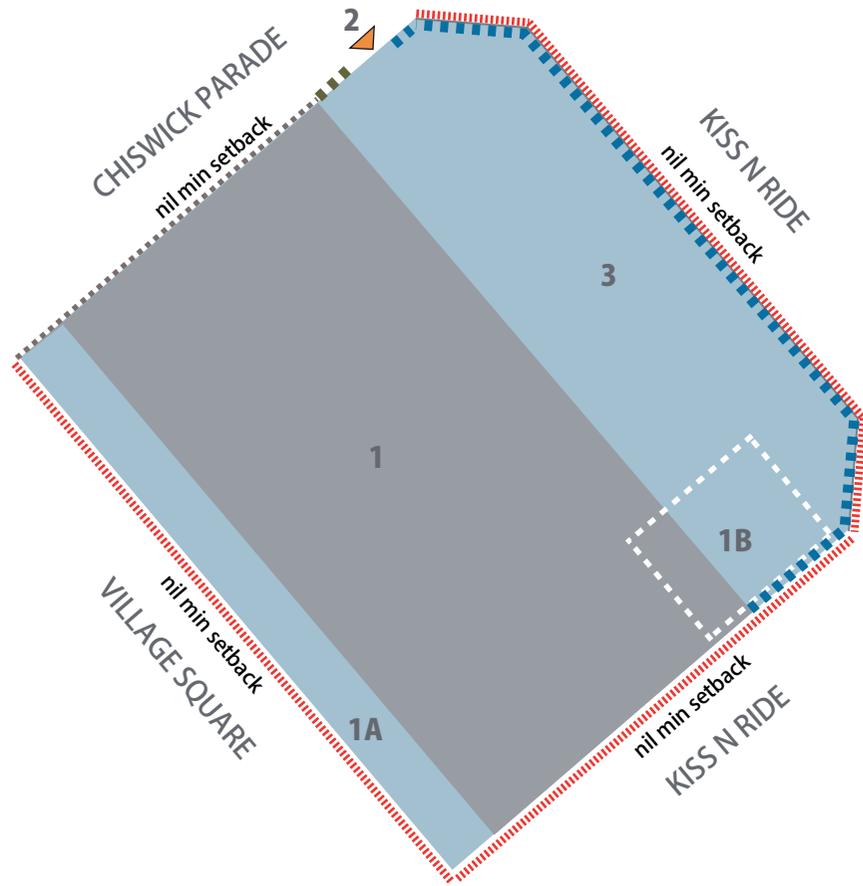
The maximum plot ratio shall be as per the Town Planning Scheme. Discuss.

6.7.6 NOISE ATTENUATION

A noise assessment study is to be provided illustrating the extent of noise attenuation provided within the development and the resultant noise levels to be experienced in nearby residential development; primarily on Lot 535 Chiswick Parade.

Dining/drinking areas on the corner of the Village Square/ Chiswick Parade shall have noise attenuation measures put in place through the application of fully sealable glazing to any openings or al-fresco area open to the street or Village square, for a minimum of 8m in each direction from the corner.

Dependant on achieving suitable levels of attenuation this may be fixed or operable with high quality acoustic seals which are capable of being closed off when required.



LEGEND

- Vehicular access not permitted
- ▬▬▬▬▬ Low or visually permeable fencing and/or hedging
- ▲ Vehicular access
- Noise attenuation required

Indicative Development Plan



6.8 LOT 542

6.8.1 NOTES

1. Building

- Articulated frontages required to Chiswick Parade and the Village Square.
- Articulated detailed façade with elements of glazing to provide surveillance opportunities required to the Kiss N Ride frontage.

1A. Alfresco Areas

- Required to address the village square.

1B. Service Areas

- Service areas are to be located to the rear of development and accessed off Chiswick Parade.
- Service areas are to be screened from Chiswick Parade and the Kiss N Ride.
- The Village Square frontage shall be activated through the use of operable doors or windows and/or alfresco areas linking dining activities with the square.

2. Vehicular Access

- Vehicular access shall be off Chiswick Parade;
- Vehicular access is not available off the Village Square;
- Vehicular access is not permitted off the Kiss N Ride

3. Car Parking

- To be located to the rear of development and screened from the village square. The street and Kiss N Ride frontages of the car park are to be screened with low hedging or fencing whilst maintaining visibility.



6.8.2 PREAMBLE

The proposed land allocation is Licensed Restaurant/café. Development shall primarily address the Village Square.

6.8.3 SITE PLANNING

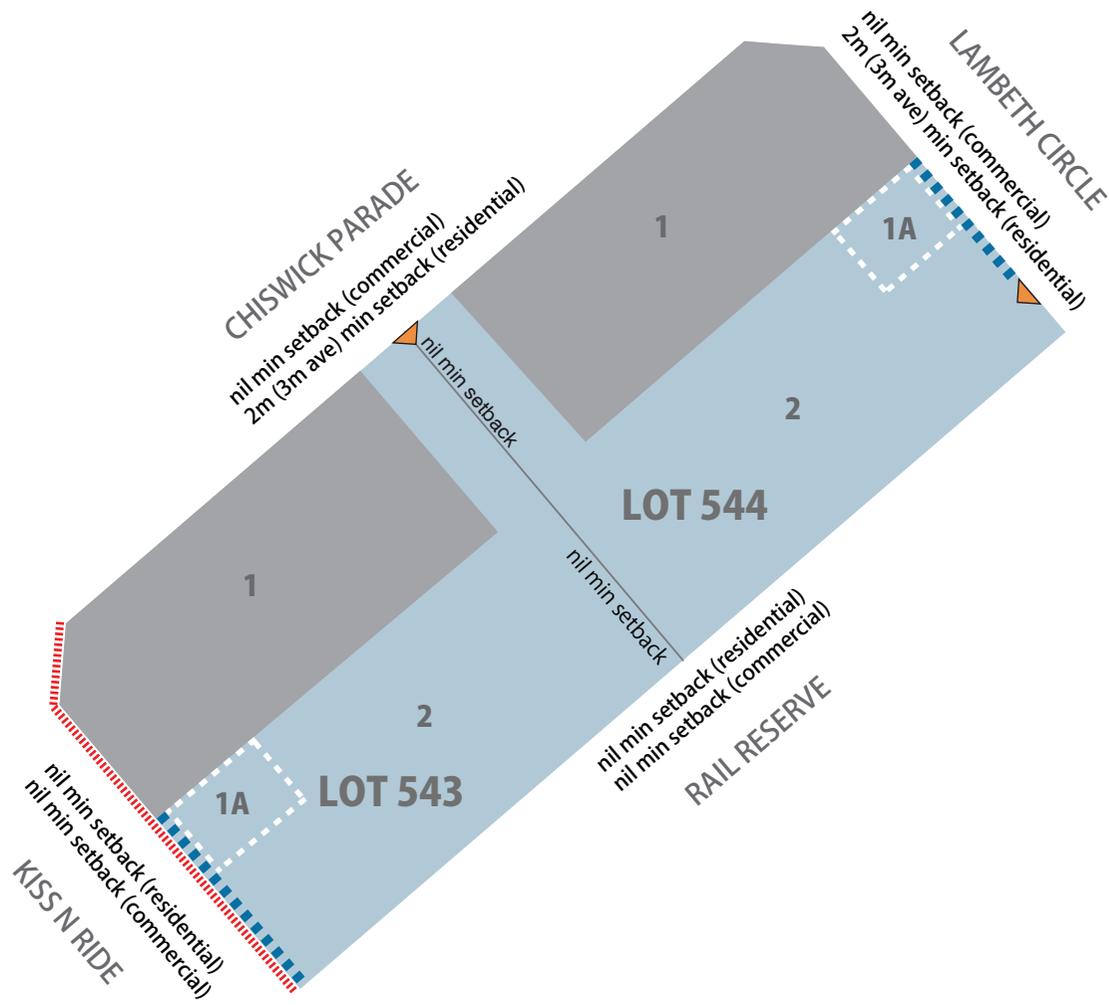
- Development shall primarily address the Village Square with the frontage activated by the use of al fresco eating spaces. A secondary frontage shall address Chiswick Parade;
- Parking and service areas shall be located to the rear of the main development with vehicular access to be off Chiswick Parade.
- The impact of the parking area on the street and Kiss N Ride shall be moderated by the use of low fencing or landscaping screening which still facilitates unobstructed visual surveillance;
- Storage/service areas shall be screened from the Kiss N Ride and Chiswick Parade.

6.8.4 MINIMUM SETBACKS

All boundaries: nil

6.8.5 PLOT RATIO

The maximum plot ratio shall be as per the Town Planning Scheme.



LEGEND

- Vehicular access not permitted
- - - - - Low or visually permeable fencing and/or hedging
- ▲ Vehicular access

Indicative Development Plan



6.9 LOTS 543/544

6.9.1 NOTES

1. Building

- Primary frontage to address Chiswick Parade.
- Articulated frontages required to Kiss N Ride, Chiswick Parade and Lambeth Circle.

1A. Service Areas

- Service areas are to be located to the rear of the development and accessed off Chiswick Parade.
- Service areas are to be screened from the streets, Kiss N Ride and the Rail Reserve.

2. Car Parking

- Preferred to be located to rear of development
- Required to be accessed off Chiswick Parade or Lambeth Circle.
- Vehicular access not permitted off Kiss N Ride.
- Vehicular access off Lambeth Circle see clause 6.9.3 relating to the adjoining traffic bridge.





6.9.2 PREAMBLE

The preferred land use allocation is Office/Showroom/Warehouse/Retail or Residential R80.

6.9.3 SITE PLANNING

- Development shall address Chiswick Parade with secondary street elevations to Lambeth Circle and Kiss N Ride;
- Parking is preferred to be located behind the development and not be visible from Chiswick Parade;
- Development addressing streets and Kiss N Ride shall be articulated through the use of stepped plans providing indentations, projections, windows and balconies providing street outlook and clearly discernable entries for residential or commercial buildings;
- Vehicular Access: Preferred to be off Chiswick Parade. For vehicular access considered off Lambeth Circle, safe access issues associated with traffic on the adjacent bridge shall be taken into account. Vehicular access is not available off Kiss N Ride.
- The impact of the parking area on the street and Kiss N Ride shall be moderated by the use of low fencing or landscaping screening which still facilitates unobstructed visual surveillance.

6.9.4 MINIMUM SETBACKS

Chiswick Parade

- Commercial nil
- Residential 2m (3m ave)

Common Boundary

- Commercial nil
- Residential nil

Lambeth Circle

- Commercial nil
- Residential 2m (3m ave)

Rail Reserve

- Commercial nil
- Residential nil

Kiss N Ride

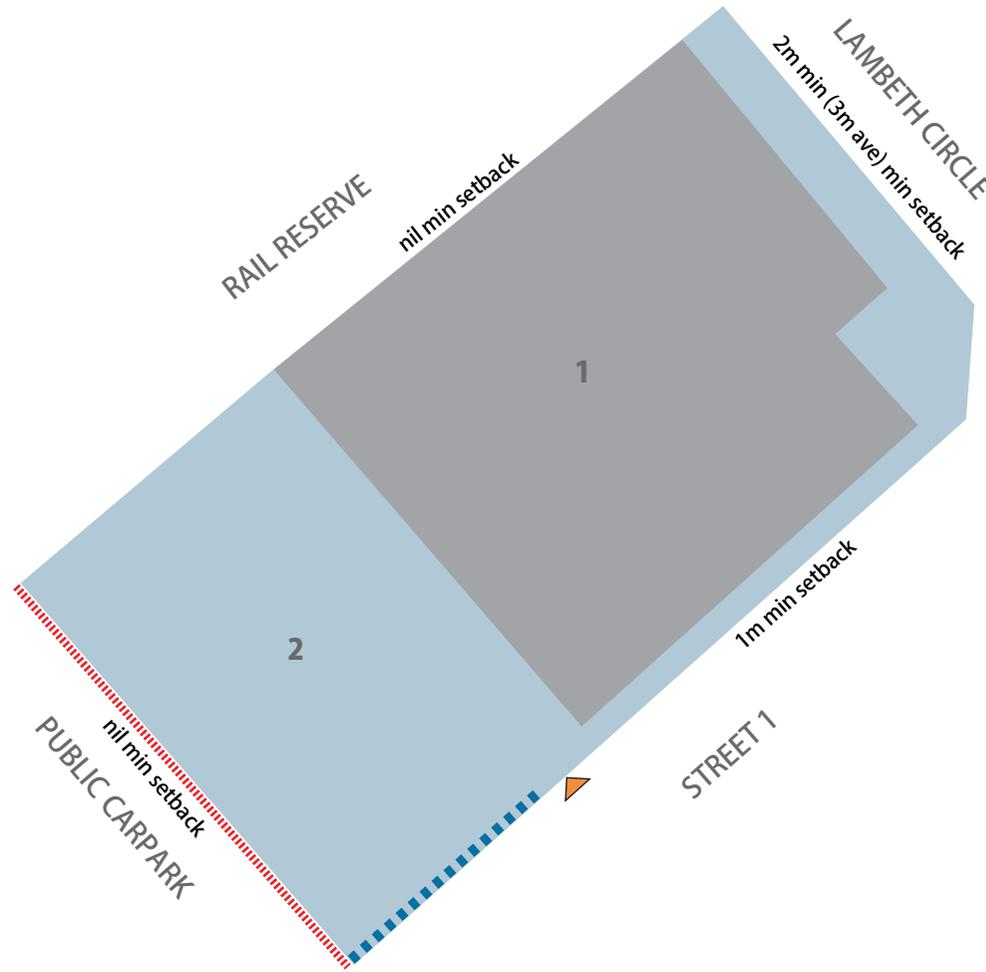
- Commercial nil
- Residential nil

6.9.5 PLOT RATIO

- Commercial/Retail: As per Town Planning Scheme.
- Residential: As per the R Codes.

6.9.6 QUIET BUILDING DESIGN

The lot is located adjacent to the Perth to Mandurah railway line. While strict noise and vibration criteria are set by the Department of Environment, quiet building design is recommended (for residential design in particular) i.e. locating quiet areas such as bedrooms away from the rail corridor.



LEGEND

- - - - - Vehicular access not permitted
- - - - - Low or visually permeable fencing and/or hedging
- ▲ Vehicular access

Indicative Development Plan



6.10 LOT 545

6.10.1 NOTES

1. Building

- Primary frontage preferred to address Street 1 with articulated frontages required to Street 1 and Lambeth Circle.

2. Car Parking/ Service Areas

- Preferred to be located to rear of development accessed off Street 1.
- For vehicular access considered off Lambeth Circle see clause 6.10.3 relating to the adjoining traffic bridge.



6.10.2 PREAMBLE

The preferred land use allocation is a Childcare Centre, however, the site is also suitable for other community activities such as a Health Centre/Swim Club or for residential R80.

6.10.3 SITE PLANNING

- Development shall address Street 1 and Lambeth Circle;
- Development addressing streets shall be articulated through the use of stepped plans providing indentations, projections, windows and balconies providing street outlook and clearly discernable entries for residential or commercial buildings;
- Vehicular Access: Preferred to be off Street 1. For vehicular access considered off Lambeth Circle, safe access issues associated with traffic on the adjacent bridge shall be taken into account. Vehicular access is not permitted off the public car park.
- The impact of the parking area on Street 1 shall be moderated by the use of low fencing or screening landscaping, which facilitates unobstructed visual surveillance.

6.10.4 MINIMUM SETBACKS

- | | |
|-------------------|-------------|
| - Lambeth Circle | 2m (3m ave) |
| - Street 1 | 1m |
| - Public Car park | nil |
| - Rail Reserve | nil |

6.10.5 PLOT RATIO

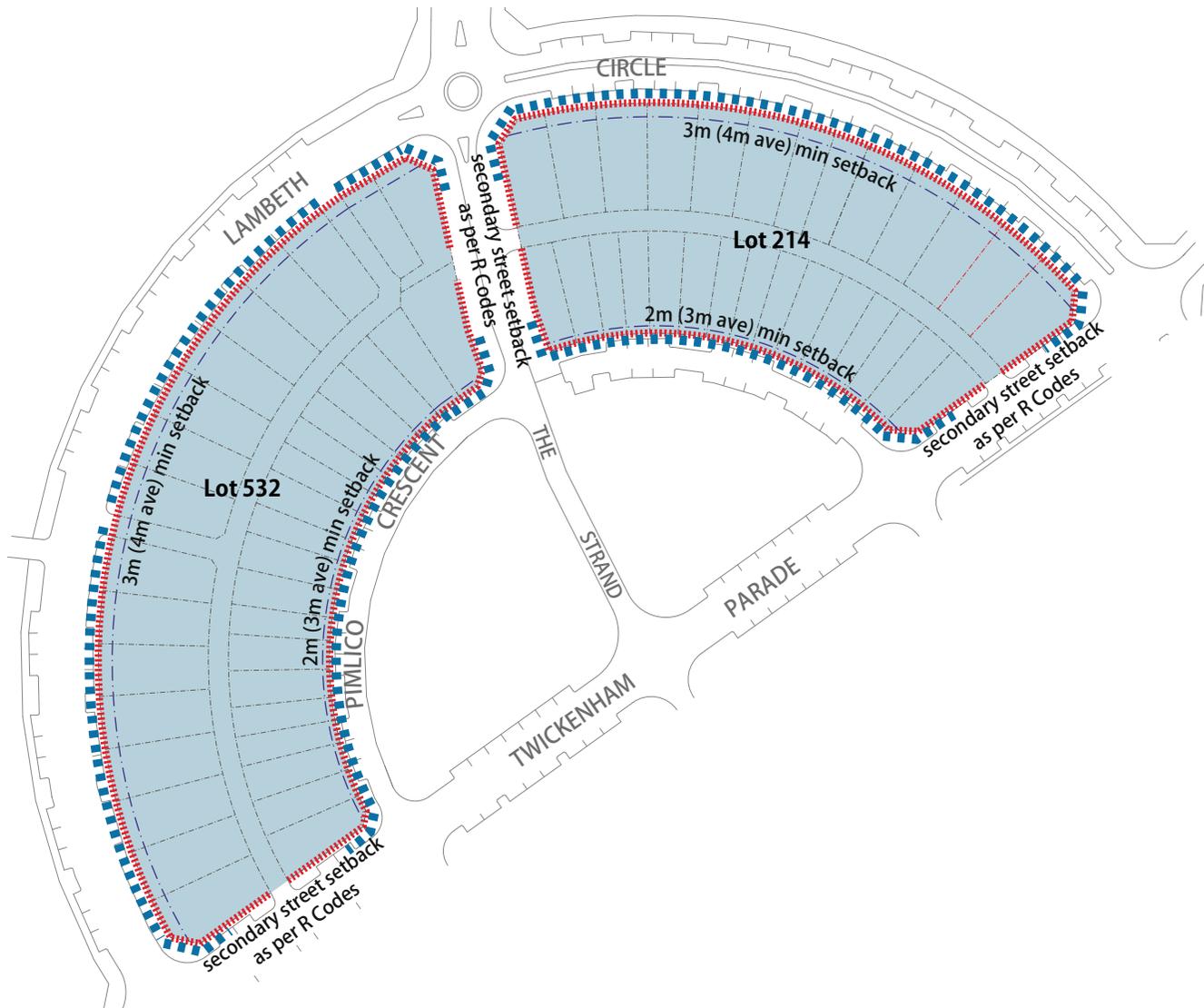
- Residential: The maximum plot ratio shall be as per the R Codes.
- Commercial/Civic: The maximum plot ratio shall be as per the Town Planning Scheme.

6.10.6 QUIET BUILDING DESIGN

The lot is located adjacent to the Perth to Mandurah railway line. While strict noise and vibration criteria are set by the Department of Environment, quiet building design is recommended (for residential design in particular) i.e. locating quiet areas such as bedrooms away from the rail corridor.

WELLARD VILLAGE CENTRE: DESIGN GUIDELINES

THE VILLAGE AT WELLARD



LEGEND

- Vehicular access not permitted
- - - - - Low or visually permeable fencing and/or hedging

Indicative Development Plan



6.11 LOTS 214 & 532

6.11.1 LAND USE ALLOCATION

Site Planning: May be developed as multiple, grouped or single dwelling site(s). Development shall address Lambeth Circle and Pimlico Crescent and shall be articulated through the use of stepped plans providing indentations and projections, windows and balconies and clearly discernable entries.

6.11.2 MINIMUM SETBACKS

	min
Lambeth Circle	3m (4m ave)
Pimlico Crescent	2m (3m ave)
Rear (Laneway)	
- Garage	0.5m
- Ground Floor	1.5m
- First Floor	nil.
Secondary Street	As per R Codes
*Side	nil

*Where the lots are subdivided into separate dwelling sites as illustrated on the plan (see dashed line work - - -), zero lot line setbacks shall apply to side boundaries apart from any secondary street boundary as per the applicable DAP's.

6.11.3 OPEN SPACE

A minimum of 35% of lot area is required to be provided as open space.

6.11.4 OUTDOOR LIVING AREA

Single house or grouped dwelling:

An outdoor living area with a minimum area of 16m², a minimum width of 4m and directly accessed from a living area, is to be provided in a position to best facilitate winter solar penetration.

Multiple dwelling:

A balcony with a minimum dimension of 2m and a minimum area of 10m² and directly accessed from a living area is to be provided in a position to best facilitate winter solar penetration. (Where orientation permits).

6.11.5 VEHICULAR ACCESS

- Vehicular access is preferred to be off an internal laneway.
- For single dwellings access is not permitted off Lambeth Circle, Pimlico Crescent or any secondary street frontage.

6.11.6 PLOT RATIO

The maximum Plot Ratio shall be as per the R Codes.

6.11.7 LAMBETH CIRCLE FRONTAGE

The design of dwellings fronting Lambeth Circle shall take into account any surcharge loads which may be applied to front boundary retaining wall provided by the developer. The structural design of buildings and associated structures including boundary or garden walls shall be suitable for the site conditions applicable to the lot.

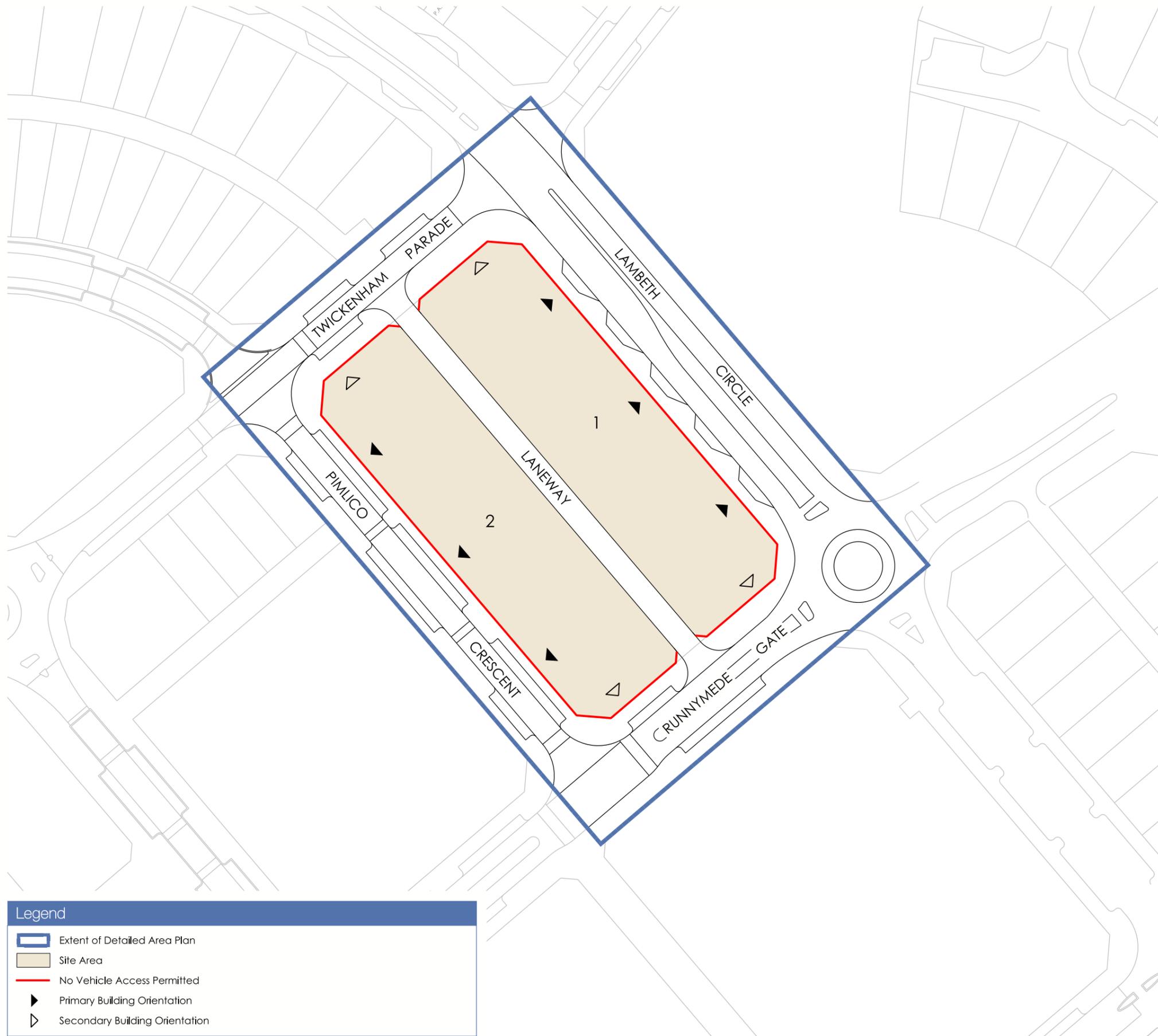


WELLARD VILLAGE CENTRE

design guidelines

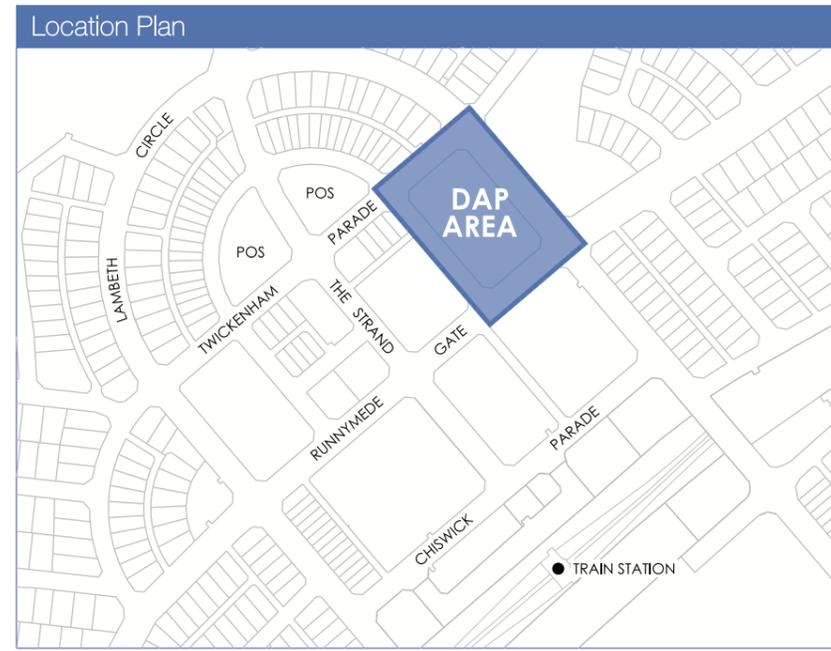
DOCUMENT CONTROL

Date	Revision	Issued	Comment
06/12/06	Draft 1	For review	
01/03/07	Draft 2	Revised draft issued for review	
18/06/07	Draft 2	Issued to Town of Kwinana for review	
22/08/07	Final	Issued to Town of Kwinana for approval	
14/03/08	Final	Issued to Town of Kwinana for approval	



Legend

- Extent of Detailed Area Plan
- Site Area
- No Vehicle Access Permitted
- Primary Building Orientation
- Secondary Building Orientation



Detailed Area Plan R-Code Variation

- ZONING**
Neighbourhood Centre – R80
- USE PERMISSIBILITY**
- The permissibility of uses within the subject lots are prescribed by the endorsed Wellard Village Structure Plan.
- STATUTORY PLANNING FRAMEWORK**
- This Detailed Area Plan shall be read in conjunction with the approved Wellard Village Centre Design Guidelines.
 - Where there is an inconsistency between the requirements of this Detailed Area Plan, the approved Wellard Village Centre Design Guidelines or any other Local Planning Policy, the requirements of this Detailed Area Plan shall prevail to the extent of that inconsistency.
 - Notwithstanding the above, all additional requirements of the Wellard Village Centre Design Guidelines are to be applied. Council's discretion is required for any variation to this Detailed Area Plan in its assessment of a planning application.

STREETSCAPE AND SETBACK REQUIREMENTS

Street	Minimum	Notes
Lot 1 and Lot 2		
Lambeth Circle (including truncations)	Nil	-
Runnymede Gate (including laneway truncation)	Nil	-
Twickenham Parade (including laneway truncation)	Nil	-
Pimlico Crescent (including truncations)	Nil	-
Laneway (excluding truncations)	1.0m	-

- DESIGN ELEMENTS**
- For all corner lots, the dwelling shall also include at least one habitable room major opening with a clear view of the Secondary Street (i.e. must not be obscured by visually impermeable fencing).
 - Maximum building height is four (4) storeys.
 - Maximum plot ratio for each individual lot shall be 1.25.
 - Minimum open space requirement shall be 35% of the lot area where grouped or single residential development is proposed. Minimum open space will not apply where multiple dwellings are proposed in accordance with Table 4 of the R-Codes.
 - Where visitor parking is deemed necessary, this may be located off-site in road reserve immediately adjoining the DAP subject lots.
 - Lots on this DAP are exempt from R-Code provisions determining solar access for adjoining sites and a minimum percentage of single bedroom dwellings.



DETAILED AREA PLAN
Vantage - Lot 209 Lambeth Circle, The Village at Wellard
A Peet Limited and Department of Housing Joint Venture Project



ENDORSEMENT TABLE
This Detailed Area Plan is endorsed by the City of Kwinana.

Principle Planner
Date

[Signature]
13/03/2013

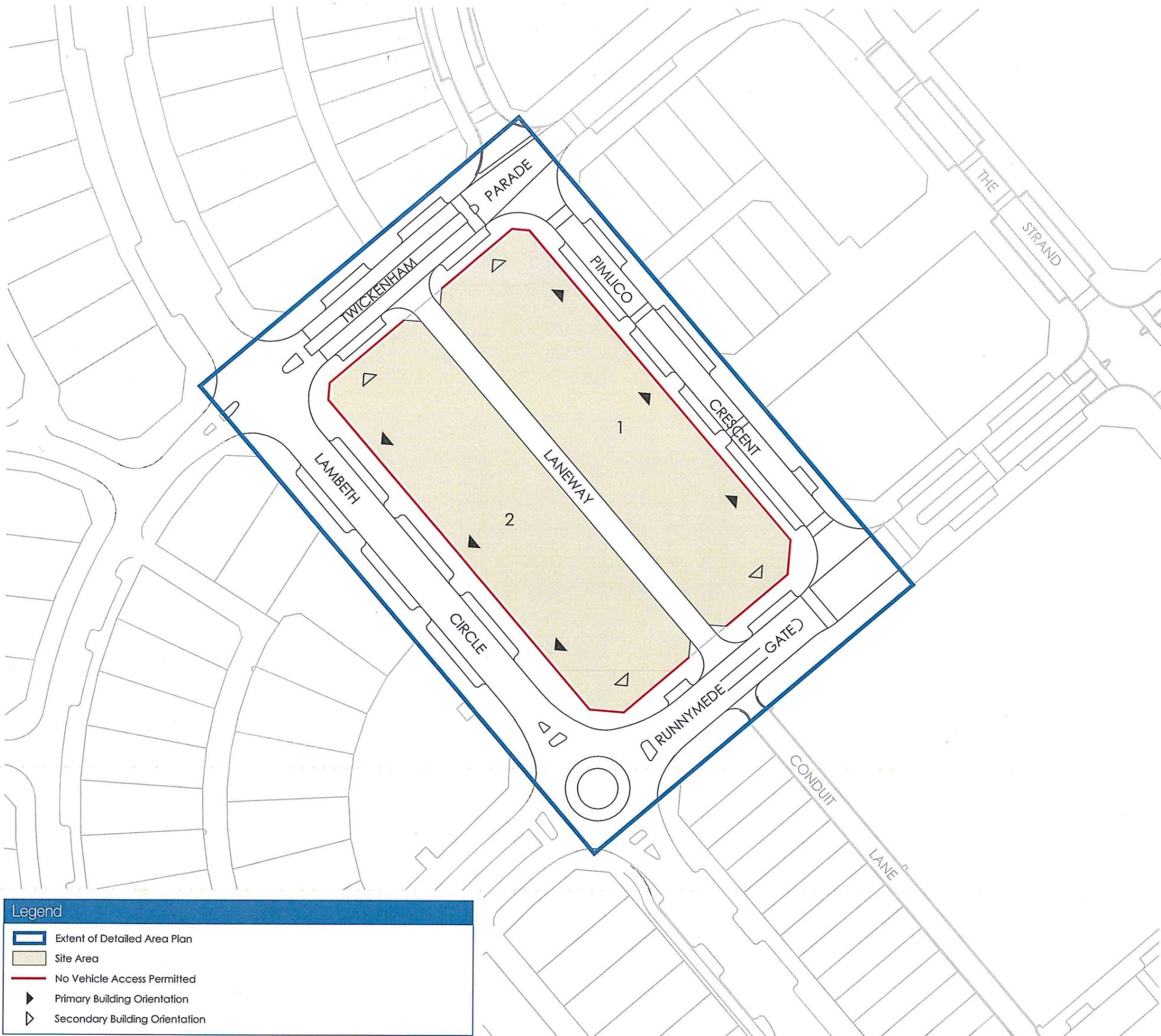
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plan: 02/019/18TC
date: 18/01/2013
projection: PCG 94

designer: BK
checker: MB/ST
drawn: NM

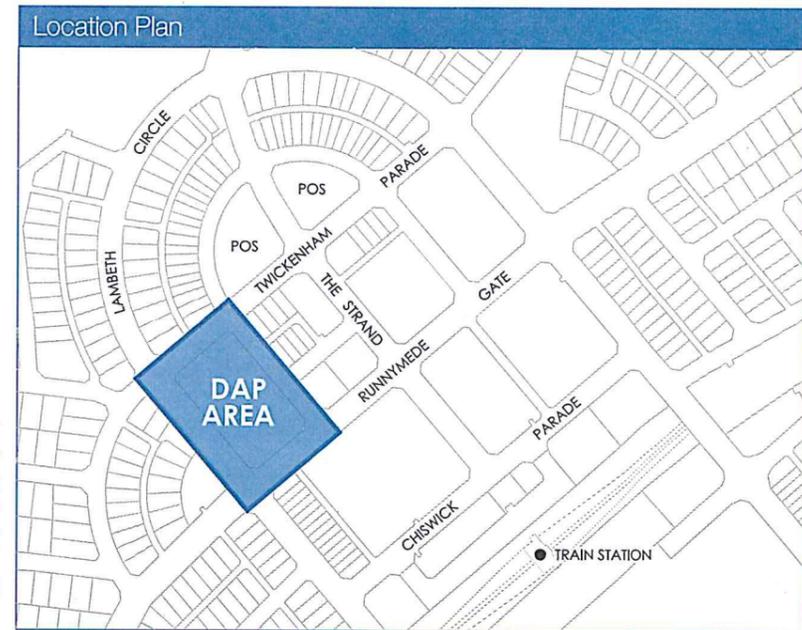
ATTACHMENT C

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Legend

- Extent of Detailed Area Plan
- Site Area
- No Vehicle Access Permitted
- Primary Building Orientation
- Secondary Building Orientation



Detailed Area Plan R-Code Variation

- ZONING**
Neighbourhood Centre – R80
- USE PERMISSIBILITY**
- The permissibility of uses within the subject lots are prescribed by the endorsed Wellard Village Structure Plan.
- STATUTORY PLANNING FRAMEWORK**
- This Detailed Area Plan shall be read in conjunction with the approved Wellard Village Centre Design Guidelines.
 - Where there is an inconsistency between the requirements of this Detailed Area Plan, the approved Wellard Village Centre Design Guidelines or any other Local Planning Policy, the requirements of this Detailed Area Plan shall prevail to the extent of that inconsistency.
 - Notwithstanding the above, all additional requirements of the Wellard Village Centre Design Guidelines are to be applied. Council's discretion is required for any variation to this Detailed Area Plan in its assessment of a planning application.

STREETScape AND SETBACK REQUIREMENTS

Street	Minimum	Notes
Lot 1 and Lot 2		
Lambeth Circle (including truncations)	Nil	-
Runnymede Gate (including laneway truncation)	Nil	-
Twickenham Parade (including laneway truncation)	Nil	-
Pimlico Crescent (including truncations)	Nil	-
Laneway (excluding truncations)	1.0m	-

- DESIGN ELEMENTS**
- For all corner lots, the dwelling shall also include at least one major opening with a clear view of the Secondary Street (i.e. must not be obscured by visually impermeable fencing).
 - Maximum building height is four (4) storeys and the maximum height of a built to boundary wall is 11m with no average applied.
 - Maximum plot ratio for each individual lot shall be 1.25.
 - Minimum open space requirement shall be 35% of the lot area where grouped or single residential development is proposed. Minimum open space will not apply where multiple dwellings are proposed in accordance with Table 4 of the R-Codes.
 - Where visitor parking is deemed necessary, this may be located off-site in road reserve immediately adjoining the DAP subject lots.
 - Where multiple dwelling development is proposed the minimum percentage of single bedroom dwellings shall be applied to the DAP area as a whole rather than to individual development applications.



DETAILED AREA PLAN
Madison - Lot 533 Lambeth Circle, The Village at Wellard
A Peet Limited and Department of Housing Joint Venture Project



ENDORSEMENT TABLE
This Detailed Area Plan is endorsed by the City of Kwinana.

Principle Planner: [Signature]
Date: 17/9/13

Scale: 1:1000@A3

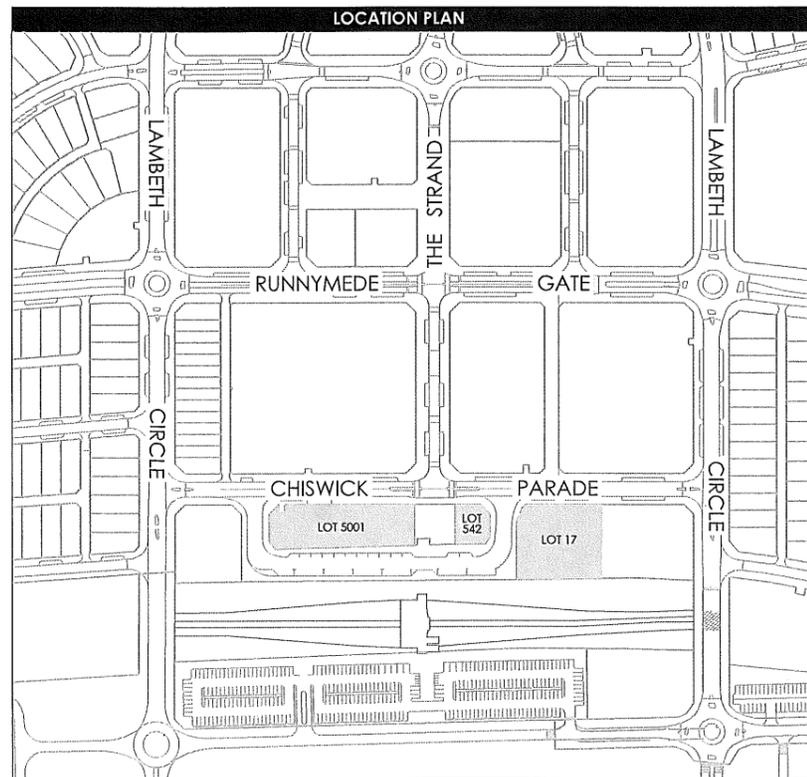
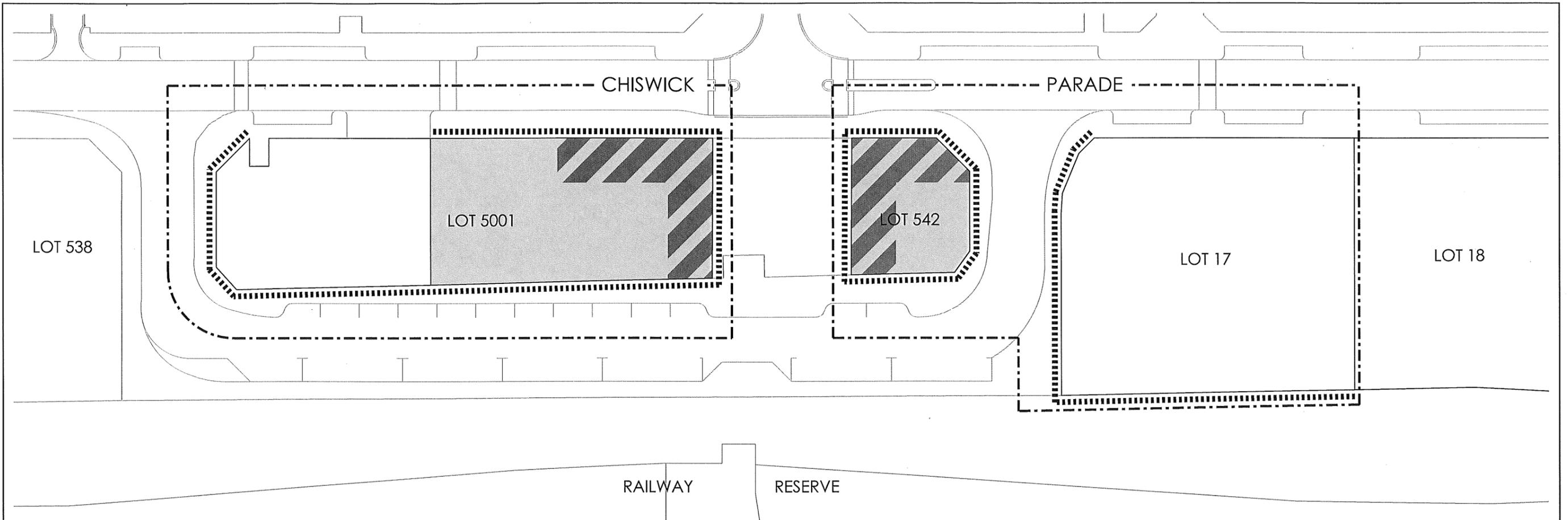
0m 5 10 15m

Plan: 02/01/2013
Date: 02/08/2013
Author: ST
Checker: JP
Designer: BK
Drawn: ST
PCG 94

ATTACHMENT D

admin@cityofkwinana.com.au

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LEGEND

- APPLICATION AREA
- ACTIVATED SITE FRONTAGE (MINIMUM)
- DEVELOPABLE AREA
- CAR PARKING AREA
- VEHICULAR ACCESS NOT PERMITTED

ENDORSEMENT TABLE

This Detailed Area Plan is approved by Town of Kwinana.

29/1/13
 Principle Planner Date

DETAILED AREA PLAN PROVISIONS

Zoning
Neighbourhood Centre – R80

Use Permissibility

Use Classification	Permissibility
Licensed Restaurant	P
Tavern	
Liquor Store	
Eating House	
Car Park	

Note: Use classes defined as per Town Planning Scheme No. 2

Statutory Planning Framework

- This Detailed Area Plan (DAP) shall be read in conjunction with the approved Wellard Village Centre Design Guidelines.
- Where there is an inconsistency between the requirements of this DAP, the approved Wellard Village Centre Design Guidelines or any other Local Planning Policy, the requirements of this DAP shall prevail to the extent of that inconsistency.
- Notwithstanding the above, all additional requirements of the Wellard Village Centre Design Guidelines are to be applied. Council's discretion is required for any variation to this DAP.

Design Elements

- Areas designated as 'Activated Site Frontage' are to address the Village Square and Chiswick Parade and are to include alfresco drinking/eating opportunities.

Setbacks

- A nil minimum development setback will be applied to all lot boundaries.

Site Accessibility

- Vehicular access is restricted to those locations outside of areas shown on plan as 'vehicular access not permitted'.

Car Parking

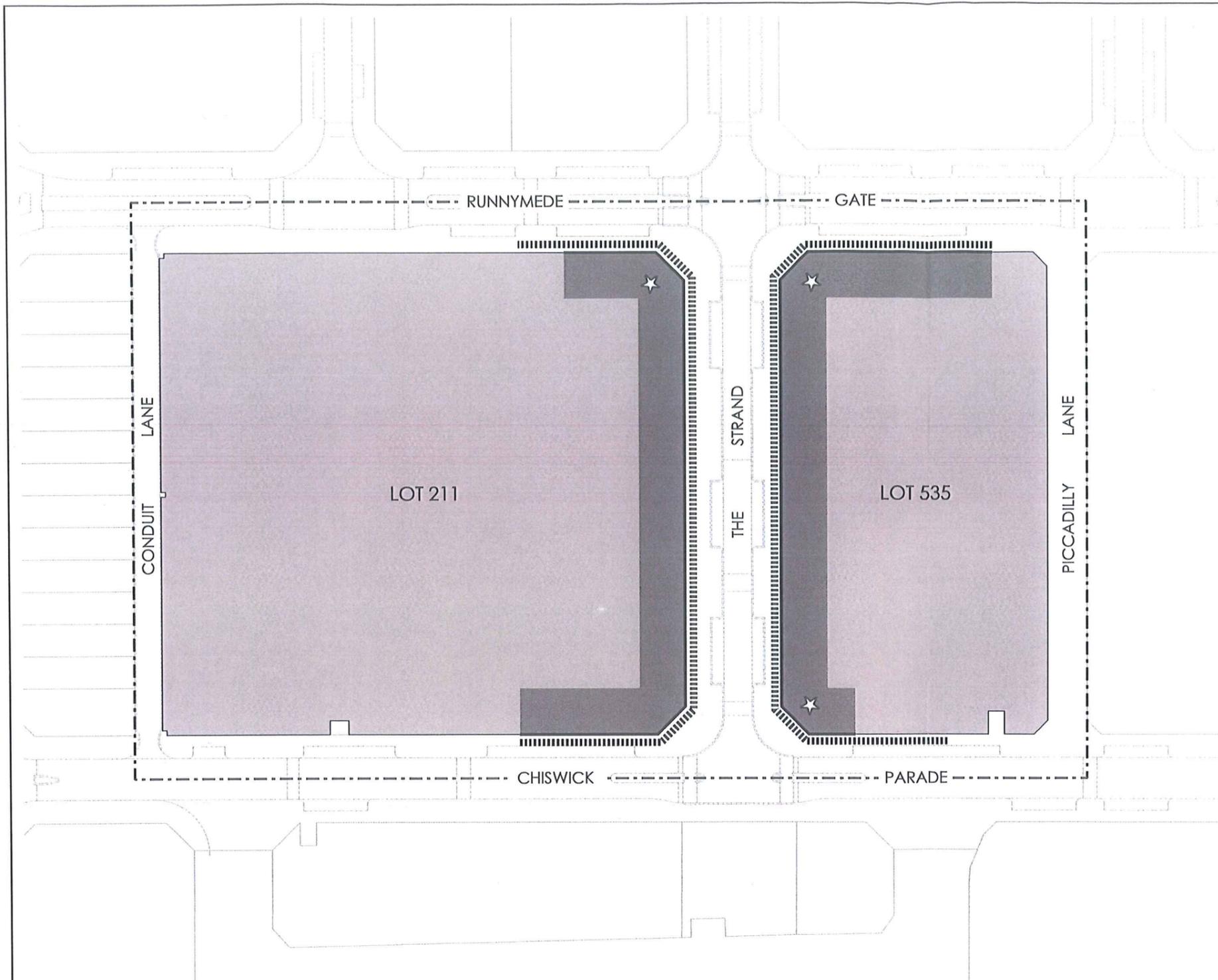
- Car parking areas are to be located as shown on the Detailed Area Plan diagram.

Detailed Area Plan

LOTS 17, 542 AND 5001 CHISWICK PARADE, WELLARD
 A PEET LIMITED AND DEPARTMENT OF HOUSING JOINT VENTURE PROJECT

ATTACHMENT E

plan: 02/019/175	designed: JR	scale: 1:700@A3
date: 12/10/2012	checked: BDM	0 7 14m
projection: PCG 94	drawn: IB	



DETAILED AREA PLAN PROVISIONS

R-CODING

- The Residential Design Code applying to these lots is R80.

STATUTORY PLANNING FRAMEWORK

- This Detailed Area Plan (DAP) shall be read in conjunction with the approved Wellard Village Centre Design Guidelines.
- Where there is an inconsistency between the requirements of this DAP, the approved Wellard Village Centre Design Guidelines, the Residential Design Codes of Western Australia (RD-Codes) or any other Local Planning Policy, the requirements of this DAP shall prevail to the extent of that inconsistency.
- Notwithstanding the above, all additional requirements of the Wellard Village Centre Design Guidelines are to be applied. Council's discretion is required for any variation to the Design Guidelines or this DAP.

SCHEME AND RESIDENTIAL DESIGN CODE VARIATIONS

Permitted Land Uses

- Retail/commercial at ground level.
- Commercial /residential at upper level(s).

Minimum Setbacks

- The Strand Nil
- Chiswick Parade Nil
- Runnymede Gate Nil

Building

- Activated frontages are required to address The Strand, Runnymede Gate and Chiswick Parade, as identified on the DAP diagram (as a minimum), except to facilitate pedestrian access from the rear of the development to The Strand.
- Commercial and/or residential development on the upper level(s) shall address The Strand, Runnymede Gate and Chiswick Parade to maximise visual surveillance through the use of windows or balconies.

Vehicular Access

- Vehicular access is restricted in accordance with the DAP diagram.

Car Parking

- Car parking shall be provided in accordance with the Town of Kwinana Local Planning Scheme or a Parking Strategy, as agreed to by the Town of Kwinana.

LEGEND

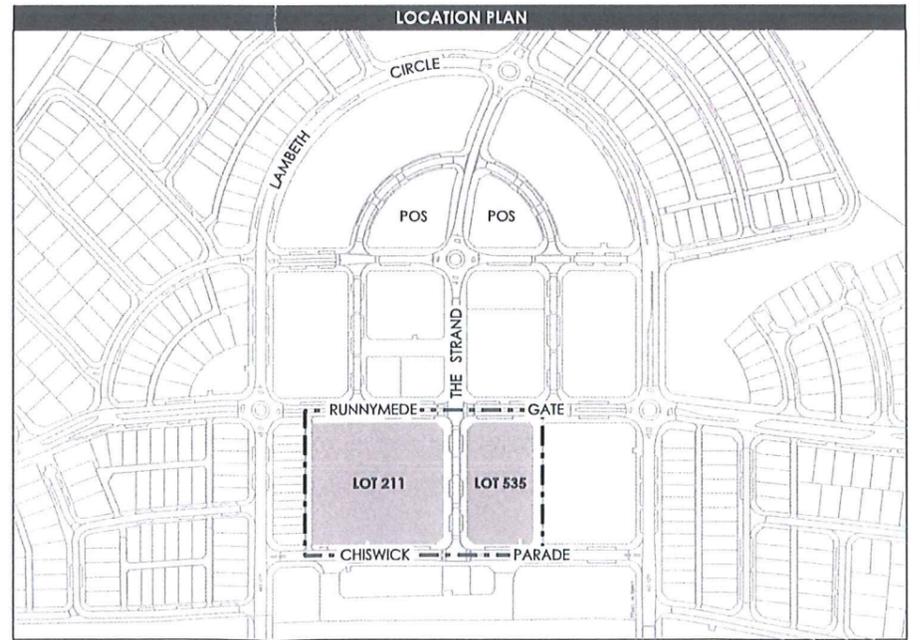
	DEVELOPABLE AREA
	ACTIVATED BUILDING FRONTAGE (MINIMUM)
	NIL MINIMUM SETBACK
	VEHICULAR ACCESS NOT PERMITTED
	LANDMARK LOCATION
	APPLICATION AREA

ENDORSEMENT TABLE

This Detailed Area Plan is approved by Town of Kwinana.

28/09/12

Principle Planner
Date



Detailed Area Plan
 LOTS 211 & 535 THE STRAND, WELLARD
 A PEET LIMITED AND DEPARTMENT OF HOUSING JOINT VENTURE PROJECT

ATTACHMENT F

plan: 02/019/141C date: 31/07/2012 projection: FCG 94	designed: JAH checked: ST drawn: YH	scale: 1:1000@A3 1:500@A1 0 10 20m
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GENERAL DESIGN INTENT

The design intent is outlined by the Wellard Village Centre: Design Guidelines. All developments must comply with provisions of the design guidelines.

The land use allocated to the lots is residential. Development shall primarily address Lambeth Circle with parking located to the rear and being accessed from Conduit Lane.

R-CODING

R80 Density Code.

DESIGN ELEMENTS

- Dwellings shall primarily address Lambeth Circle.
- Dwellings shall be articulated through the use of stepped plans including indentations, projections, windows and balconies providing street outlook and clearly discernable entries.
- Dwellings are required to suitably address all adjacent streets/laneway frontages to maximise surveillance. The secondary street/laneway elevation shall feature a suitable level of detail including windows in a manner consistent with the primary street elevation.
- Vehicular access shall be via Conduit Lane. Vehicular access is not permitted from Lambeth Circle.

SCHEME AND RESIDENTIAL DESIGN CODE VARIATIONS

Dwelling Setbacks

- Lambeth Circle
- 1 metre minimum, 3 metre maximum (no average applies)

Runnymede Gate

- 1 metre minimum

Chiswick Parade

- 1 metre minimum

Conduit Lane

- All garages/carports shall be setback a minimum of 0.5m from Conduit Lane

Dividing Side Setbacks

- Nil minimum setback for full extent of building envelope as defined by front and rear setbacks

Building Height

Minimum Height

- The minimum permitted height shall be 2 storeys

Maximum Height

The maximum permitted height shall be 3 storeys.

3 Storeys

- Top of wall with a pitched roof 10m
- Top of parapet wall with a flat roof 11m
- Top of pitched roof 14m

Open Space

- The minimum open space requirement shall be 35% of the lot area.

Outdoor Living Area

Single House or Grouped Dwelling

- Outdoor living areas shall have a minimum width of 4m and directly accessed from a living area, to be provided in a position to maximise solar access from the north.

OTHER REQUIREMENTS

Laneway Fencing

- Laneway fencing is to be a maximum height of 1.8m with any component of fencing greater than 1.5m required to be 50% visually permeable.

Services

- Waste and vent pipes, cable ducts, air-conditioning and evaporative cooling plant, television antennae, satellite dishes, hot water storage tanks and clothes drying areas are to be concealed from the street or public view (particularly balconies and roof areas). Where a television antenna must project above the roof line to access the direction of reception the maximum allowable projection is 1 metre, with the location to be towards the rear of the roof away from any public area.
- Storage tanks should not be visible and/or screened from public areas.
- The storage of rubbish bins shall be screened from public view.
- Bin pads or clear space shall be provided to allow access for collection.
- Where required, clothes lines and drying areas should be located wherever possible to maximise the use of the winter sunshine or prevailing winds without being visible from public areas (particularly balconies).

Air Conditioning Plant

- Air conditioning or evaporative cooling plant is prohibited from roof areas that are visible from the street or other public areas. Where roof mounted, it is to be located in a position where it is screened from public view (e.g. behind parapet walls or in plant enclosures) and otherwise finished in a colour consistent with the roofing material.
- Where air conditioning plant is located on a balcony or wall mounted, it is to be screened from public view.

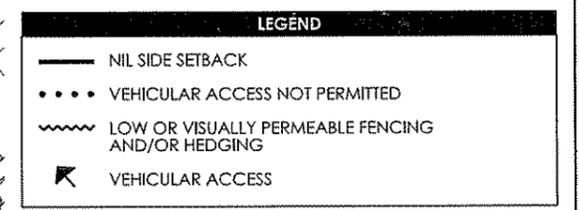
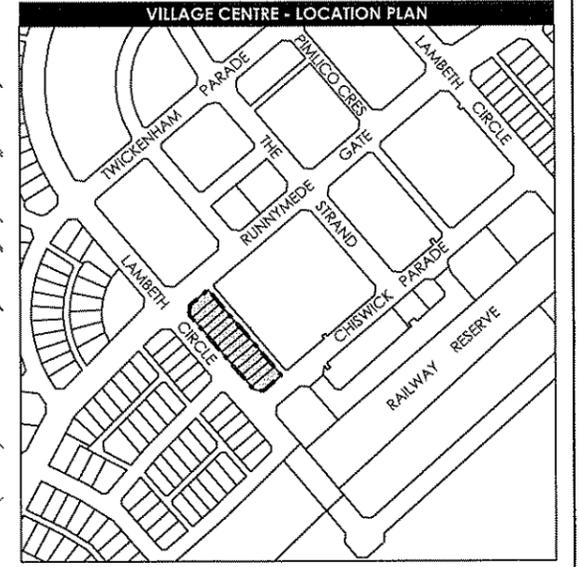
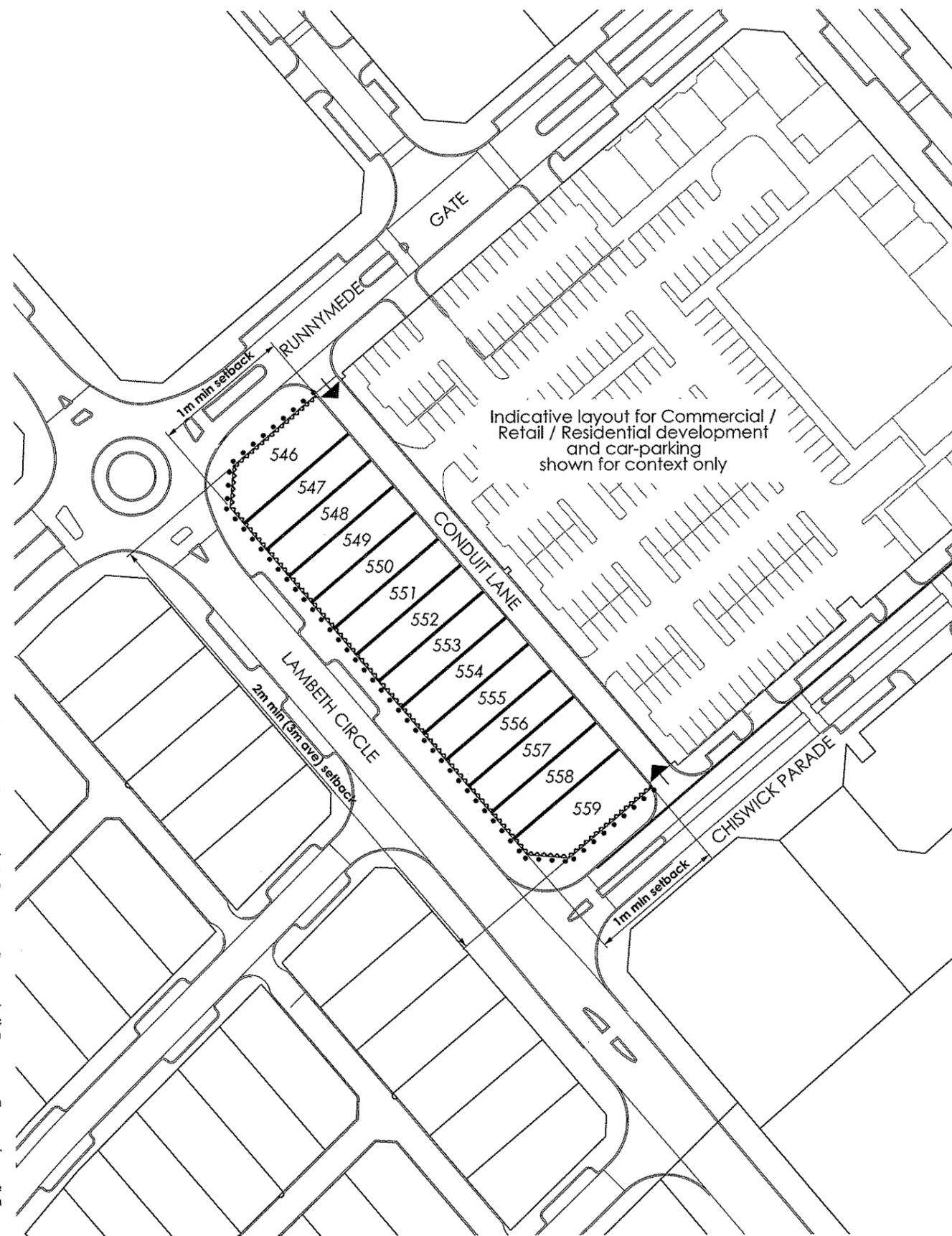
Roof Forms

- Where conventional pitched roofs are proposed, the pitch shall be 27½° minimum and 42° maximum in order to promote a consistency of development.

Store

- Each dwelling shall have a store with a minimum area of 4m² under the main roof and accessed either from inside the garage area or from outside the dwelling.

Notwithstanding the above, all additional requirements of the Wellard Village Centre: Design Guidelines are to be applied to development. Council discretion is required for variations to the Guidelines and Detailed Area Plan.



This Detailed Area Plan has been adopted by Council and signed by the Principal Planner.

Paul Neish 12/5/2011
Principal Planner Date

Detailed Area Plan
LOTS 546 - 559 LAMBETH CIRCLE, WELLARD
A PEET LTD & DEPARTMENT OF HOUSING JV PROJECT

plan: 02/01971260	designer: JAH	scale: 1:1000@A3			ATTACHMENT G
date: 11/05/2011	checked: BDM	0 10 20m			
profession: FCC 94	drawn: MQ				

GENERAL DESIGN INTENT

The following provisions apply to the design and construction of the lot subject of this Detailed Area Plan. The design intent is outlined by The Village at Wellard: Village Centre Design Guidelines. All development must have due regard to the requirements and intent of these Guidelines.

LAND USE

Notwithstanding the requirements of the Commercial Zone, the following use is permitted within the site;

- Childcare

all other uses are not permitted.

DESIGN ELEMENTS

- Development shall address Charing Cross and Lambeth Circle, with the primary frontage to preferably address Charing Cross.
- Development addressing streets shall be articulated through the use of stepped plans incorporating indentations, projections, windows and balconies which provide street outlook and clearly discernable entries for community or residential buildings.
- Vehicular access shall be off Charing Cross.
- The impact of the parking area on Charing Cross shall be moderated through the use of low fencing or landscape screening to a maximum height of 1 metre and is to be visually permeable to facilitate passive surveillance.

SCHEME AND RESIDENTIAL DESIGN CODE VARIATIONS

Dwelling Setbacks

Lambeth Circle: 2 metre minimum (3 metre maximum average)

Charing Cross: 1 metre minimum (2 metre maximum average)

Public Car Park: Nil setback permitted

Rail Reserve: Nil setback permitted

Building Height

Minimum Height

- A minimum street front wall or parapet wall of 5 metres shall be achieved.

Maximum Height

The maximum permitted building height shall be 3 storeys with a 4th level permitted within the roof space as detailed below.

Three Storeys	Maximum Height
Top of wall with a pitched roof	10 metres
Top of parapet wall with a flat roof	11 metres
Top of pitched roof	14 metres

OTHER REQUIREMENTS

Services

- Waste and vent pipes, cable ducts, air-conditioning and evaporative cooling plants, television antennae, satellite dishes, hot water storage tanks and clothes drying areas are to be concealed from the street or public view (particularly balconies and roof areas). Where a television antenna must project above the roof line to access reception, the maximum allowable projection is 1 metre, and the antenna is to be located towards the rear of the roof, away from any public area.
- Solar panels and storage tanks are to be positioned so they are not visible from public areas. Where there is no alternative location which affords a suitable level of solar efficiency, solar panels may be visible where they are in the same plane as the roof, and the storage tank is located remotely in a position not visible from public view.
- Provision is to be made for the storage of rubbish bins to ensure they are screened from public view, whilst facilitating access for collection.

Air Conditioning Plant

- Air conditioning or an evaporative cooling plant is prohibited from roof areas that are visible from the street or other public areas. Where roof mounted, it is to be located in a position that is screened from public view (e.g. behind parapet walls or in plant enclosures) and otherwise finished in a colour consistent with the roofing material.
- Where an air conditioning plant is located on a balcony, it is to be screened from public view.

Roof Forms

- Where conventional pitched roofs are employed the pitch shall be 27½° minimum and 42° maximum in order to promote a consistency of development.

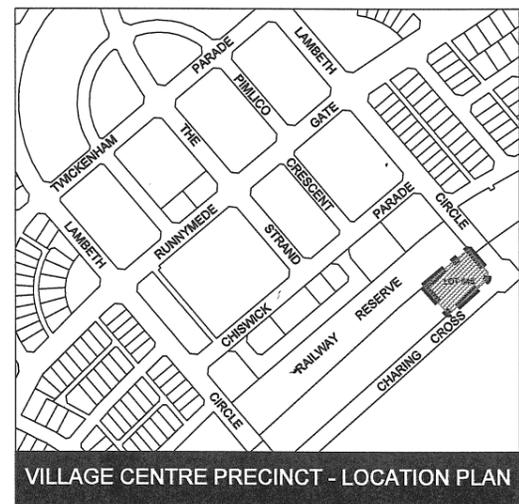
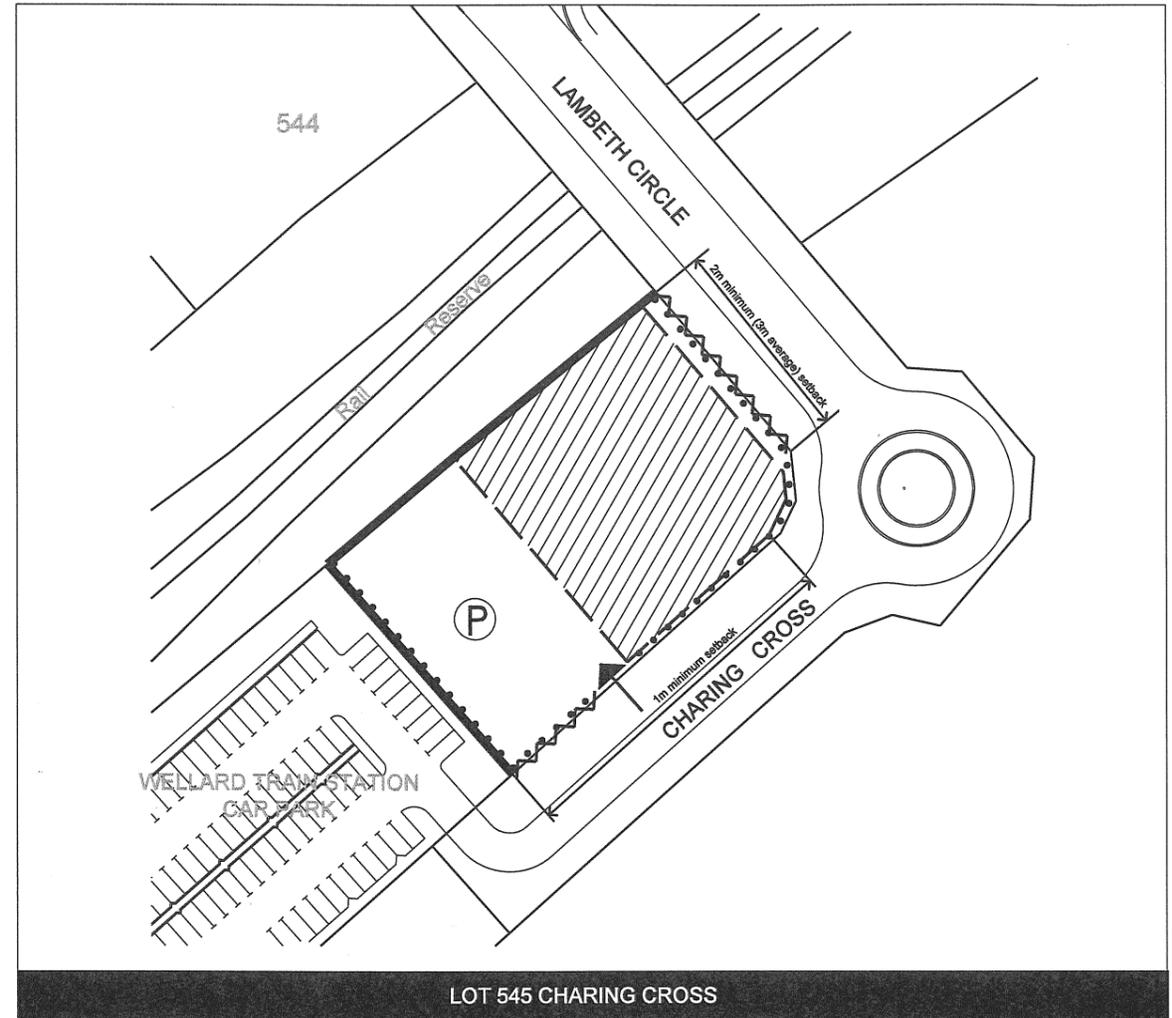
Entrances at Street Level

- Primary door openings off the street sidewalk are to be provided for each tenancy or common lobby area abutting the street.

Quiet Building Design

- This lot is located adjacent to the Perth to Mandurah railway line. While strict noise and vibration criteria are set by the Department of Environment, quiet building design is recommended i.e. locating quiet areas away from the rail corridor.

Notwithstanding the above, all additional requirements of the Wellard Village Design Guidelines are to be applied to development. Council discretion is required for variations to the Guidelines and Detailed Area Plan.



LEGEND

- INDICATIVE BUILDING ENVELOPE
- NIL MINIMUM SETBACK
- VEHICULAR ACCESS NOT PERMITTED
- LOW OR VISUALLY PERMEABLE FENCING AND/OR HEDGING
- VEHICULAR ACCESS
- RECOMMENDED PARKING LOCATION

This Detailed Area Plan has been adopted by Council and signed by the Principal Planner.

Paul Neik 15/1/09
Principal Planner Date

CLIENT	DATE
PEET LIMITED	05/01/2009
PLAN NUMBER	SCALE
02/019/091A	1:1500 @ A4
DESIGNED BY	CHECKED BY
JAH	STH
	DRAWN BY
	TB

0 5 10 15 20 25m
ALL AREAS AND DIMENSIONS DISPLAYED ARE SUBJECT TO DEVAL SURVEY.



ATTACHMENT H

Detailed Area Plan
LOT 545 CHARING CROSS, WELLARD
THE VILLAGE AT WELLARD

INDICATIVE DESIGN CONCEPT FOR NATIONAL LIFESTYLES VILLAGE - LOT 534 LAMBETH CIRCLE, WELLARD



ATTACHMENT I



15.2 Joint Development Assessment Panel Application – Proposed Bulky Goods Commercial Development (Showrooms, Health Studio, Drive-In Takeaway Food Shops) – Lot 2 Meares Avenue, Kwinana Town Centre

SUMMARY:

Council has received a proposal for a Bulky Goods Commercial Development (Showrooms, Health Studio, Drive-In Takeaway Food Shops) for consideration under the City of Kwinana Town Planning Scheme No.2 and Town Planning Scheme No.3 (TPS2 and TPS3 respectively). The applicant, Rowe Group has submitted an application on behalf of the land owner, Santavae (Kwinana) Pty Ltd, which intends to develop Stage 2 of the Commercial Development on Lot 2 Meares Avenue, Kwinana Town Centre (subject site – Attachment A).

Approval was issued by the Metro South-West JDAP on 11 February 2014 for a Bulky Goods Commercial Development (DA7888, DP/13/00855) (Stages 1 and 2) at Lot 28 Challenger Avenue and Lot 29 Meares Avenue, Kwinana Town Centre. The development comprised of 15 Showroom/Bulky Retail tenancies, a Swim School, Gymnasium, an Automotive Service Centre and a small Drive-In Coffee Shop.

An amendment was sought by the applicant some months later, and, a Form 2 Approval was issued by the Metro South-West JDAP on 13 August 2014 for the same site (DA7888-02, DP/13/00855). The application featured minor amendments to the approval including amended building pad levels, parking configurations, building footprints and pedestrian crossings.

Stage 1 of the development has recently been completed.

This application is for Stage 2 of the development consisting of seven showroom buildings and two Drive-In Takeaway Food Shops (one of which is proposed to operate 24 hours). It effectively supersedes the previous approval issued in February 2014 for Stage 2 of the development. The previous approval for the site consisted of ten showroom buildings within Stage 2. The applicant has advised that one of the Showroom tenancies is to be potentially occupied by a 'Health Studio' use and has been included for consideration as part of this application.

Given the classification of the uses under TPS 3 as P, the City would not normally advertise the proposal. In this instance however, given the scale of this proposal and the fact that the proposal significantly differs from the original approvals with the inclusion of two Drive-In Take Away Food Shops, the City has decided to advertise the proposal to the adjacent residential property owners.

The City wrote to the residential properties on the eastern side of Meares Avenue, between Chisham Avenue and Challenger Avenue allowing a period of 21 days for submission of comment.

Four submissions have been received and details can be found in the Schedule of Submissions attached to the Responsible Authority Report. The primary concerns of the 4 submissions were amenity impacts on residential dwellings opposite the development (lighting, noise, traffic) with particular concern about the Drive-In Takeaway Food Shops.

Given the residential dwellings are opposite the Bulky Goods Commercial Development, it is understandable that these residents are concerned about the impacts on their properties.

15.2 JOINT DEVELOPMENT ASSESSMENT PANEL APPLICATION – PROPOSED BULKY GOODS COMMERCIAL DEVELOPMENT (SHOWROOMS, HEALTH STUDIO, DRIVE-IN TAKEAWAY FOOD SHOPS) – LOT 2 MEARES AVENUE, KWINANNA TOWN CENTRE

It is important to note however that the subject site is zoned Shopping/Business under TPS 3 and located in the Commercial Precinct of the Town Centre. The objectives of the Shopping/Business zone are identified as, “*To accommodate retail and commercial use and development necessary to meet the district level shopping needs of the community uses*”

The uses proposed as part of the Development Application are Permitted (P) Uses under the scheme and, while the Drive-In Takeaway Food Shops and Health Studio are not ‘Predominant Uses’ under TPS3 for this Precinct, they are not considered to be inconsistent ‘*with the Precinct Land Use Policies*’ nor ‘*undermine the viability or level of service of Predominant Uses*’ in other Precincts.

Further, the development will provide additional retail / commercial development within the City Centre supporting its future and providing additional shopping options and economic benefit to the community. As such, City Officers are recommending conditional approval to the application.

In respect to minimising the off-site impacts of the development, the following considerations are made:-

- 1) City Officers have discussed the issue of setbacks to the existing residential areas with the applicant and the development has been designed to ensure the Drive-In Takeaway Food Shops are setback as far away as possible from Meares Avenue. The development, at its closest point, is setback 13 metres from the Meares Avenue boundary and the road verge in front of the subject site is also 15 metres wide providing further separation. In all, after taking account of the full road reserve and residential setbacks, there is a separation of about 50 to 55 metres from the Drive-In Takeaway Food Shops and the residential dwellings (and further for the showroom uses).
- 2) There are level differences which assist to reduce light spill from the development, particularly vehicle lights as the ground levels of the Stage 2 site is 1.5 to 1.8 metres lower than the Meares Avenue road reserve and residential dwellings on the east side of Meares Avenue. The level differences are greater on the southern side of the site and decrease further north. This will assist to reduce light from headlights on vehicles using the Drive-In Takeaway Food Shops. In addition, the City has also been in discussion with the applicant about fencing and landscaping atop the retaining wall for the drive through sections of the Drive-In Takeaway Food Shops to provide additional screening benefit. A condition has been included to this effect.

15.2 JOINT DEVELOPMENT ASSESSMENT PANEL APPLICATION – PROPOSED BULKY GOODS COMMERCIAL DEVELOPMENT (SHOWROOMS, HEALTH STUDIO, DRIVE-IN TAKEAWAY FOOD SHOPS) – LOT 2 MEARES AVENUE, KWINANNA TOWN CENTRE

- 3) City Officers are recommending a number of conditions focused on limiting the off site impacts of noise, lighting and odour associated with the commercial development on an ongoing basis and during construction. This includes requirements that the development will be suitably lit in accordance with Australian Standard AS4282 – Control of Obtrusive Effects of Outdoor Lighting. An amended Acoustic Report has been required to demonstrate compliance with the Environmental Protection (Noise Regulations) 1997 and a Noise Management Plan has been conditioned to consider potential noise impacts associated with the development, in particular the proposed 24 hour operations for the Drive-In Takeaway Food Shop. In this respect, it is worth noting the advice of the applicant that the operator has a number of stores throughout Perth that are open for 24hrs. It is however not their usual practice to operate the dining room for 24 hours. The common operating hours for the dining room is between 5 or 6am – 10 or 11pm. Finally, an Odour Management Plan to manage odour has been required, as has a Construction Management Plan to manage construction impacts.

High standards of landscaping are being required as part of the development in addition to that along the Meares Avenue road reserve verge which will soften the impact of the development and in time, provide screening and visual benefits.

It is also worth noting that as part of the ongoing review of the City Centre Masterplan being undertaken by consultants, Hames Sharley, (which takes account of the previous approvals for Bulky Goods and Commercial Development at the subject site), the City is contemplating the potential rezoning of the lots along Meares Avenue (directly opposite the Bulky Goods and Commercial Development Precinct) to allow some professional office / commercial uses in addition to existing residential uses. As well as this, the City's Draft Local Planning Strategy is also recommending the up coding of these lots from their current densities of R20 to densities of up to R40 (subject to more detailed planning). The planning context then is likely to change over the next few years in this locality.

The estimated development cost of this application is \$6 million. As the estimated cost of the development falls between \$2 – 10 million the applicant has opted for the application to be forwarded to the South West Metropolitan Joint Development Assessment Panel (JDAP) for determination. City officers have prepared the attached RAR in accordance with the Development Assessment Panel Regulations and it is attached for Council's consideration and determination (Attachment B).

The City is required to submit the RAR to the DAP Secretariat on 25 August 2016. Should the City not submit this report to the DAP Secretariat within the required timeframe, the Minister for Planning may direct the City to submit any information it has and provide it to the DAP directly.

The application has been referred to Council as the City has received legal advice informing the City that officers do not have delegation to prepare the RAR under the DAP Regulations. Council should note that if it wishes to modify or make an alternative recommendation to that contained with the RAR, this should be in the form of a separate recommendation which will be forwarded to the JDAP for consideration at its meeting.

15.2 JOINT DEVELOPMENT ASSESSMENT PANEL APPLICATION – PROPOSED BULKY GOODS COMMERCIAL DEVELOPMENT (SHOWROOMS, HEALTH STUDIO, DRIVE-IN TAKEAWAY FOOD SHOPS) – LOT 2 MEARES AVENUE, KWINANA TOWN CENTRE

OFFICER RECOMMENDATION:

That Council consider and adopt the recommendation of the Responsible Authority Report (Attached to this report) to the South West Metropolitan Joint Development Assessment Panel for the Proposed Bulky Goods Commercial Development (Showrooms, Health Studio, Drive-In Takeaway Food Shops) on Lot 2 Meares Avenue, Kwinana Town Centre.

COUNCIL DECISION

296

MOVED CR B THOMPSON

SECONDED CR S MILLS

That Council consider and adopt the recommendation of the Responsible Authority Report to the South West Metropolitan Joint Development Assessment Panel for the Proposed Bulky Goods Commercial Development (Showrooms, Health Studio, Drive-In Takeaway Food Shops) on Lot 2 Meares Avenue, Kwinana Town Centre, with the amendments to Conditions 11, 27 and 28 and the inclusion of advice note 7 as per Attachment C.

**CARRIED
8/0**

Form 1 - Responsible Authority Report
(Regulation 12)

Property Location:	Lot 2 (46) Meares Avenue, Kwinana Town Centre
Application Details:	Proposed Bulky Goods Commercial Development
DAP Name:	Metro – South West
Applicant:	Rowe Group
Owner:	Santavale (Kwinana) Pty Ltd
LG Reference:	DA8681
Responsible Authority:	City of Kwinana
Authorising Officer:	Jessica Birbeck – Planning Officer – City of Kwinana
Department of Planning File No:	DAP/16/01078
Report Date:	2 August 2016
Application Receipt Date:	7 July 2016
Application Process Days:	60 Days
Attachment(s):	<ol style="list-style-type: none"> 1: Site Plan - SK012 A101 - June 2016 2: Building C Ground Floor Plan - SK012 A102 - April 2016 3: Building C Elevation Plans - SK012 A103 - April 2016 4: Visual Elevation Plan - SK012 A104 - April 2016 5: Tenancy 8 Ground Floor Plan & Elevation Plans - SK012 A105 - June 2016 6: Tenancy 9 Site Plan - DA01 REV A - June 2016 7: Tenancy 9 Floor Plan - DA02 REV A - June 2016 8: Tenancy 9 Elevation Plans - DA03 REV A - June 2016 9: Tenancy 9 Elevation Plans - DA04 REV A - June 2016 10: Tenancy 9 Drive Thru Order Station Details 1 - DA05 REV A - June 2016 11: Tenancy 9 Drive Thru Order Station Details 2 - DA06 REV A - June 2016 12: Tenancy 9 Drive Thru Order Station Details 3 - DA07 REV B - June 2016 13: Tenancy 9 Signage Plan & Details - DA08 REV A - June 2016 14: Tenancy 9 Signage Details - DA09 REV A - June 2016 15: Tenancy 9 External Finishes Schedule - DA10 REV A - June 2016 16: Tenancy 9 Proposed Landscape Plan - DA11 REV A - June 2016 17: Map of Location of submitters 18: Schedule of Submissions

Officer Recommendation:

That the Metropolitan South West JDAP resolves to:

Approve DAP Application reference DAP/16/01078 and accompanying plans SK012-A101, SK012-A102, SK012-A103, SK012-A104, SK012-A105, DA01-REV A, DA02-REV A, DA03-REV A, DA04-REV A, DA05-REV A, DA06-REV A, DA07-REV B, DA08-REV A, DA09-REV A, DA10-REV A, DA11-REVA in accordance with Clause 6.1 of the City of Kwinana Town Planning Scheme No. 2, subject to the following conditions as follows:

Conditions

1. This decision constitutes planning approval only and is valid for a period of two years from the date of approval. If the subject development is not substantially commenced within the two year period, the approval shall lapse and be of no further effect.
2. The premises being kept in a neat/tidy condition at all times by the owner/occupier to the satisfaction of the City of Kwinana.
3. The applicant shall implement dust control measures for the duration of site works to the satisfaction of the City of Kwinana.
4. Landscaping areas, vehicle parking spaces, accessways and all other details as provided on the development plans are to be installed prior to occupying the proposed development and maintained thereafter by the owner/occupier to the satisfaction of the City of Kwinana.
5. The development being connected to a reticulated deep sewer to the satisfaction of the Water Corporation.
6. The proposed building walls being applied with anti-graffiti treatment to the satisfaction of the City of Kwinana.
7. Any graffiti, vandalism or damage to the proposed development shall be made good immediately by the landowner to the satisfaction of the City of Kwinana.
8. A minimum of 755 square metres of the subject site to be landscaped and maintained to a high standard to the satisfaction of the City of Kwinana. Details are to be provided in the landscaping plan referred to in Condition 10 below.
9. Shade trees are to be provided within car parking areas at a rate of 1 tree per 5 parking bays. Details are to be submitted in the landscaping plan outlined in Condition 10 below.
10. A Landscaping and Fencing Plan which outlines the proposed species and location of vegetation, proposed reticulation layout and colour, materials and finishes of any proposed fencing is required to be submitted to the City of Kwinana for approval within 90 days of the date of this approval and implemented to the satisfaction of the City within 60 days of the practical completion of construction.

11. The provision of 159 vehicle parking bays in accordance with Australian Standard AS2890, to be clearly marked on the ground and constructed of bitumen, brick or concrete and drained prior to occupation to the satisfaction of the City of Kwinana.
12. Prior to any part of the development being occupied, the owner shall:
 - a) Modify the existing public access easement over Lot 2 (No.46) Meares Avenue, Kwinana Town Centre to extend over the areas of car parking and all other trafficable areas (excluding the bays and trafficable area associated with Tenancy 9 shown within the red dashed area (lease area) on DA01 Revision A – Site Plan) within the proposed development;
 - b) Modify the existing deed with the City of Kwinana to extend over the areas of car parking on the whole site (excluding the bays and trafficable area associated with Tenancy 9 shown within the red dashed area (lease area) on DA01 Revision A – Site Plan) and ensure that the parking remains available for all tenancies and the public; and
 - c) The easement and deed document shall be prepared by the City's solicitors at the owner's cost and shall include all usual terms and conditions for agreements of this type.
13. The provision of an additional 5 bicycle parking spaces designed in accordance with Austroads Guide to Traffic Engineering Practice Part 14 – Bicycles 10.3 and AS2890.3, to the satisfaction of the City of Kwinana. Details being provided within 90 days of the date of this approval.
14. No goods or materials are to be placed or stored or offered for sale within car parking areas, access roads or on any footpath at any time. Storage of goods or materials shall be confined to designated service areas only.
15. All existing and proposed trafficked routes within the subject lot being sealed and drained to comply with City of Kwinana Trafficable Area Specifications.
16. Crossovers to be located and constructed to the specifications and satisfaction of the City of Kwinana.
17. All proposed pedestrian paths within the development are to connect into the existing network of public footpaths. Details shall be submitted to the City for approval within 90 days of the date of this approval and works carried out in accordance with the approved plan prior to occupancy.
18. The updated Signage Strategy for Stage 1 & 2 of Lot 1 & 2 Meares Avenue Kwinana Town Centre (dated 30/06/16) being implemented to the satisfaction of the City of Kwinana.
19. Signage is to be kept clean and free from unsightly matter including graffiti at all times by the owner/occupier to the satisfaction of the City of Kwinana.
20. Signage associated with a business is to be removed upon vacancy of the business
21. Rubbish bins are to be stored in the designated bin storage areas only. No storage of rubbish, recyclables or other stock within parking areas or access roads.

22. A Drainage Management Plan to be provided to the City for approval within 90 days of the date of this approval in accordance with Council's requirements demonstrating stormwater is able to be contained and disposed of on-site for the car parking, driveways and roofed areas.
23. Any proposed transformers, services, storage and deposit areas must be screened from view, air conditioners screened and/or located in areas with minimal impact on the public domain and television antennas or satellite dishes or such like to be located in roof space or as otherwise determined to the satisfaction of the City of Kwinana.
24. Any proposed hydrants, booster cabinets or tanks being suitably screened from view to the satisfaction of the City of Kwinana. Details being provided within 90 days of the date of this approval.
25. The development being suitably lit in accordance with Australian Standard AS4282 – Control of Obtrusive Effects of Outdoor Lighting. Details to be provided to the City as part of a Lighting Compliance Report which will demonstrate compliance prior to the lodgement of a building permit application to the satisfaction of the City of Kwinana.
26. The proponent is to submit to the City of Kwinana for approval prior to the submission of a building permit for the development a Waste Management Plan that details bin enclosure areas, bin storage areas and bin collection points in the development, written agreement allowing the City's waste contractors to enter the property to service bins, details of public liability insurance to cover damages and injury that may occur as the result of waste collections carried out by the City of Kwinana's contractor and to demonstrate that tenants will have access to bin enclosures and collection points when required by the City of Kwinana.
27. The side entry pit and street trees located within the area identified for the new crossover to Meares Avenue to be relocated at the cost of the landowner to the satisfaction of the City of Kwinana. Details being provided prior to the lodgement of a building permit application.
28. Prior to the lodgement of a building permit application the applicant shall submit, for approval, an Amended Acoustic Report and Noise Management Plan to the satisfaction of the City of Kwinana. The report and Noise Management Plan shall address the noise emissions and its ongoing management from the development on the site. The Noise Management Plan will demonstrate the means by which the applicant and tenancies will address any potential nuisance noise associated with the operation and use of the site and in particular, the Drive-In Takeaway Food Shops.
29. Prior to the lodgement of a building permit application the applicant shall submit, for approval, an odour management plan to the satisfaction of the City of Kwinana. The report shall detail the management of odour emissions from the fast food outlets.
30. Prior to the lodgement of a building permit application the applicant shall submit, for approval, a Construction Management Plan to the satisfaction of the City of Kwinana. The plan shall detail and address the construction program

(including but not limited to site opening and closing times, dust management, construction noise management) proposed for the development.

31. Suitable screening and/or landscaping is to be provided on the Meares Avenue frontage for each drive-through to minimise the extent of headlight spill and glare on the adjoining residential properties for the Drive-in Takeaway Food Shops of a height and appearance to the satisfaction of the City.

Advice Notes

1. The applicant is advised that all future development must be submitted to the City of Kwinana prior to the commencement of works or alteration of land use.
2. Should the applicant be aggrieved by the decision or any condition imposed, then an appeal should be lodged with the State Administrative Tribunal within 28 days of the date of this decision.
3. The applicant is further advised that this is not a building permit the City of Kwinana issues to enable construction to commence. A building permit is a separate Council requirement and construction cannot be commenced until a building permit is obtained.
4. The applicant should ensure that the proposed development complies with all other relevant legislation, including but not limited to, the Environmental Protection Act 1986 and Regulations, Health Act 1911 and Regulations, and the National Construction Code.
5. In respect to Conditions 4, 8, 9 and 10, it should be noted that the Kwinana Town Centre Master Plan and Design Guidelines include a schedule of plants for use for landscaping within the City Centre. The Landscaping and Fencing Plan should select plants from this schedule.
6. All tenancies proposing to carry out a food business must comply with the Food Act 2008 and Food Regulations 2009. An Application to Construct or Alter a Food Business and an Application for Notification or Registration of a Food Business shall be submitted to, and approved by, the City of Kwinana prior to the fit out of the tenancy.

Background:

Insert Property Address:	Lot 2 (46) Meares Avenue, Kwinana Town Centre
Insert Zoning	MRS: Urban
	TPS: Shopping / Business Zone – Commercial Precinct
Insert Use Class:	Showrooms, Drive-In Takeaway Food Shop
Insert Strategy Policy:	City of Kwinana – Kwinana Town Centre Master Plan and Design Guidelines
Insert Development Scheme:	City of Kwinana Town Planning Scheme No. 2 & 3

Insert Lot Size:	13683m ²
Insert Existing Land Use:	Stage 1 – Bulky Goods Commercial Development (constructed) (Lot 1 Meares Avenue) Stage 2 (Lot 2 Meares Avenue) - vacant site
Value of Development:	\$ 6 Million

Site History

Approval was issued by the Metro South-West JDAP on 11 February 2014 for proposed Bulky Goods Commercial Development, Stages 1 and 2 (DA7888, DP/13/00855) at Lot 28 Challenger Avenue & Lot 29 Meares Avenue, Kwinana Town Centre. The development comprised of 15 Showroom/Bulky Retail tenancies, a Swim School, Gymnasium, an Automotive Service Centre & a small Drive-In Coffee Shop.

In July 2014, the Western Australian Planning Commission (WAPC) issued a subdivision approval to amalgamate and re-subdivide Lot 28 and 29 (14989), as per the proposed lot boundaries identified in the Development Approval plans.

A Form 2 approval was subsequently issued by the Metro South-West JDAP on 13 August 2014 for the same development and site (DA7888-02, DP/13/00855). The application featured minor amendments to the Form 1 approval including amended building pad levels, parking configurations, building footprints and pedestrian crossings.

Subdivision clearance was issued on 25 September 2015 by the City of Kwinana. The new lots were created, amending the lot numbers of Lot 28 & 29 to Lot 1 & 2 Meares Avenue, Kwinana Town Centre.

A change of use application was approved by the City of Kwinana (DA8202) on 22 January 2016 for four tenancies within Stage 1 of the Commercial Development. The application proposed to reconfigure and change the uses of tenancies 4a, 4b, & 5b to a Medical Centre, Office, Showroom & Veterinary Clinic respectively.

Proposal

This application is for a Bulky Goods Commercial Development consisting of seven Showroom buildings and two Drive-In Takeaway Food Shops for Stage 2 of the Meares Avenue Commercial Development. One of the Drive-In Takeaway Food Shops is proposed to operate 24 hours. It effectively supersedes Stage 2 of the previous JDAP development issued in February 2014. That previous approval consisted of ten showroom buildings within Stage 2.

The applicant has advised that one of the Showroom tenancies is now to be potentially occupied by a 'Heath Studio' use and as such, is considered as part of this application.

Legislation & policy:

The legislative framework providing for the assessment and determination of the subject application is as follows;

Legislation

Metropolitan Region Scheme
City of Kwinana Town Planning Scheme No. 2
City of Kwinana Town Planning Scheme No. 3
Kwinana Town Centre Master Plan and Design Guidelines
City of Kwinana Draft Local Commercial and Activity Centres Strategy
State Planning Policy 4.2 – Activity Centres for Perth and Peel

Consultation:

Public Consultation

Table 1 of the City of Kwinana's Town Planning Scheme No 3 classifies the proposed uses 'Showroom', 'Drive-In Take Away Food Shop' & 'Health Studio' as Permitted ('P') uses. Given the classification of the uses under Town Planning Scheme No. 3 (TPS 3) as P, the City would not normally advertise the proposal. In this instance however, given the scale of this proposal and the fact that the proposal significantly differs from the original approvals with the inclusion of two Drive-In Take Away Food Shops, the City has decided to advertise the proposal to the adjacent residential property owners.

The City advertised the proposal to the residential properties on the eastern side of Meares Avenue, between Chisham Avenue and Challenger Avenue. The proposal was referred to these property owners on 20 July 2016 for a period of 21 days, with submissions due on or before 11 August 2016.

During this period a total of four submissions were received. The location of the lots from whom submissions were made, and, the Schedule of Submissions can be found in Attachments 17 and 18. The key issues are discussed later in this report.

Planning assessment:

The application has been considered by the City against a range of documents applicable to the development, including the City's Town Planning Schemes and the Kwinana Town Centre Master Plan and Design Guidelines. The City has two Town Planning Schemes. TPS 3 applies to the City Centre area and Town Planning Scheme No. 2 (TPS 2) applies to the remainder of the land within the Kwinana district. Whilst the site is outside the scheme area of TPS 2, Clause 1.7 of TPS 3 states that;

"The provisions of the Scheme are in addition and complementary to the provisions of the Operative Town Planning Scheme published in the Government Gazette and controlling development throughout the entire Municipal Area.

All of the provisions of the Operative Town Planning Scheme shall continue to apply to the 'Scheme Area' except that where there is inconsistency between the specific provisions of the operative Town Planning Scheme and 'the Scheme', the Scheme shall prevail."

Therefore, the City is also considering the provisions of TPS 2, so far as the Scheme is applicable, to assess the proposed development.

TPS 3

The subject site is zoned Shopping/Business under TPS 3 and located in the Commercial Precinct of the Town Centre. The objectives of the Shopping/Business zone are identified as, *“To accommodate retail and commercial use and development necessary to meet the district level shopping needs of the community.”*

The proposed uses ‘Showrooms’, ‘Drive-In Takeaway Food Shop’ and ‘Health Studio’ are permitted uses under the Scheme. As well as segregating land into zones, TPS 3 also has a number of policy precincts. In relation to the policy precincts within the Scheme, Clause 4.2.1 of TPS 3 states;

“Council when considering proposals to use and develop land or buildings within precinct areas shall have regard to Table 1, stated Precinct Land Use Policies and Predominant Uses listed hereafter and also the Town Centre Strategy Plan, Scheme Area Policies and Scheme development requirements referred to in Part III of the Scheme. In the case of subdivision proposals, Council shall have regard to the Precinct Policies when making a recommendation to the Western Australian Planning Commission.”

And goes on to state that Council;

“may grant approval to uses and development or classes of uses and development not listed as Predominant Uses provided that Council is satisfied that the proposals are consistent with Precinct Land Use Policies.

Council in considering proposals for uses not listed as Predominant Uses within a specific precinct shall have regard to uses listed as Predominant Uses in other precincts and shall be satisfied that approval does not undermine the viability or level of service of these Predominant Uses, whether existing or planned.”

The subject site is located within the Commercial Precinct. Clause 4.5.8.1 of TPS 3 identifies the predominant land uses within the Commercial Precinct as follows;

- Boat Sales
- Funeral Parlour
- Open Air Display
- Service Station
- Trade Display
- Bulk Retail
- Offices
- Service Industry
- Showrooms
- Vehicle Sales
- Veterinary Clinic
- Warehouse

The main use of the development is a showroom use which is a predominant use within the Commercial Precinct. The other proposed uses on Stage 2 of the site is Drive-In Takeaway Food Shop and Health Studio. Whilst a Drive-In Takeaway Food

Shop is not a predominant use with the Commercial Precinct, the use is a permitted use within the Shopping/Business zone.

TPS 3 does indicate that the Market Square and Entertainment/Eating House Precincts (situated along Chisham Avenue – eg 'Main Street') are the most appropriate precincts for food outlets to be located. The key focus on those precincts however is for 'walk in' restaurants and café uses rather than vehicle based 'drive through takeaways' which are generally not as well suited to those Precincts. City Officers do not believe approval for these uses would detract from development in other Precincts and is not in conflict with the precinct land use policies.

The applicant has advised that one of the showroom tenancies are to be potentially occupied by a Health Studio use, although the specific tenancy has not yet been confirmed. As such, the Health Studio use is to be considered as part of this application. Under TPS 3, a Health Studio, although not listed as a predominant use, is a permitted use within the Shopping/Business zone. The City considers that a Health Studio is appropriate use within the development in the context of the Town Centre.

TPS 3 – Access and Traffic Movement

Clause 5.4.8.2 of TPS 3 states *“No lot within the Commercial Precinct shall be served by more than one driveway to Meares Avenue.”* Presently, there are two crossovers from the commercial development to Meares Avenue, one for Lot 1 (Stage 1) and one for Lot 2 (Stage 2). This complies with TPS 3. The proposal features an additional crossover to Meares Avenue at the northern boundary of Lot 2 for service vehicle access.

In this regard, the City's Traffic Engineers have considered the revised Transport Impact Assessment Report submitted by the applicant and support the conclusion of that Report that the 'development proposal has no significant adverse impact on the capacity or safety of the surrounding road network'

They are satisfied with presence of a service vehicle access. As part of the recent upgrades to Meares Avenue however, a pedestrian crossing, pram ramp and side entry pit have been constructed in the road reserve towards the northern boundary of Lot 2. The road upgrade plans were based on the original designs for the Meares Avenue Bulky Goods and Commercial Development which, at the time, only showed two entry points to the site.

The proposed additional crossover for service vehicles conflicts with the side entry pit and will result in the removal of two recently planted street trees. The City has liaised with the applicant on this issue who agreed to the relocation of the entry pit and street trees. A condition has been recommended to this effect.

Town Planning Scheme No. 2

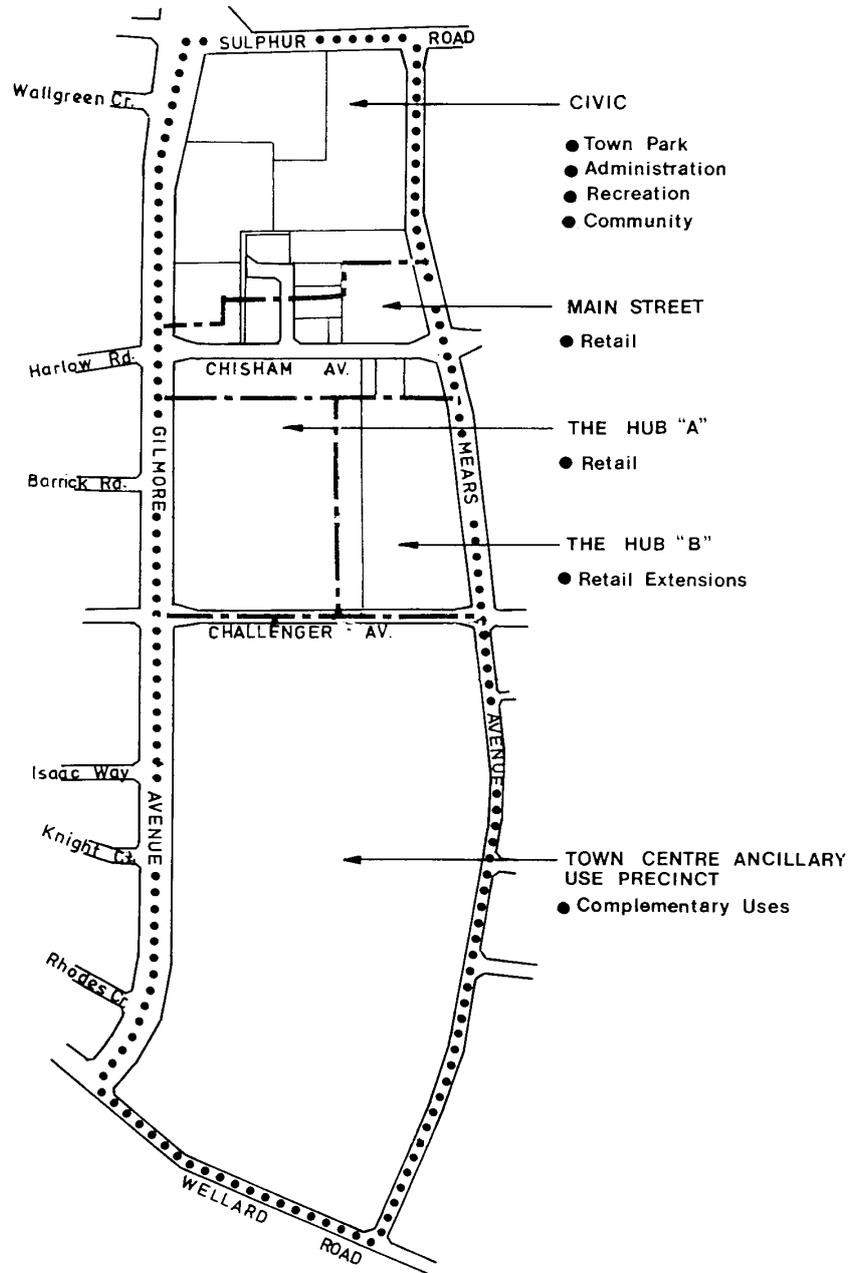
As stated previously, both TPS 2 and TPS 3 are applicable to the subject site. The objectives and land use permissibility of TPS 3 have been outlined above. The subject site is also included in Policy Area 20 under TPS 2, which states;

“Area 20 - Kwinana Town Centre

Whereas the district centre has been established and whereas population levels could double with the development of Leda and whereas a wide range of community, cultural, commercial, recreation and administrative facilities need to be located in a convenient central location the following planning policy shall apply:

- (a) Development of district level facilities shall be encouraged in accordance with the Kwinana Town Centre Strategy Plan (as amended) adopted by Council;*
- (b) The policy area shall be divided into the following precincts;*
 - * Civic Precinct shall contain Council administration, offices, community and cultural facilities, town park and recreation facilities,*
 - * Main Street Precinct shall contain retail shopping and associated commercial uses consistent with the concept of the traditional shopping street,*
 - * The Hub 'A' Precinct shall contain the retail and other commercial core of the district,*
 - * The Hub 'B' Precinct shall contain retail and other commercial expansion,*
 - * Town Centre Ancillary Use Precinct shall contain uses ancillary and complimentary to district centre functions and shall be the subject of an overall use and development control plan approved by Council prior to subdivision and development.*
- (c) Subdivision design and works associated with subdivisional development shall be carried out in such a manner as to ensure minimal destruction of existing vegetation considered by Council to be worthy of preservation."*

Figure 1

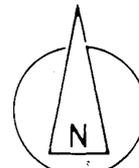


--- POLICY PRECINCTS



POLICY AREA 20

KWINANA TOWN CENTRE POLICY AREA - PRECINCTS



1:10,000

FIG.
2

Figure 1 shows the policy area precincts within the City Centre. As seen, the subject site is located within the 'Hub B Precinct' which is identified for retail and commercial expansion. This proposal for Showrooms, 'Health Studio' and Drive-In Takeaway Food Shops are considered to be generally in keeping with the policy statement for the Hub B Precinct.

Town Centre Master Plan and Design Guidelines and the discrepancies with TPS 3.

Policy Area 20 of TPS 2 encourages development within the area to be in accordance with the Kwinana Town Centre Strategy Plan.

The City is reviewing the adopted Kwinana Town Centre Master Plan and Design Guidelines (the Kwinana Town Centre Strategy Plan) and has engaged consultants, Hames Sharley to undertake this work. It is completed to a point where, subject to current analysis of parking requirements, it is ready for advertising for public comment. The review takes account of and incorporates the approval by the JDAP in 2014 for the Bulky Goods Commercial Development for Lot 28 Challenger Avenue and Lot 29 Meares Avenue (Stages 1 and 2) and the subsequent amendments.

The previously adopted version of this document, the current Kwinana Town Centre Master Plan and Design Guidelines is shown on Figure 2. The Master Plan provides an overall development framework for the City Centre. The Master Plan includes a concept plan for the commercial centre, as well as precincts to the north (Educational Precinct – Kwinana High School) and to the south (Challenger Precinct – E26). The plan also includes urban design and building guidelines for development within the area.

It is important to note that the objectives of the Master Plan for the subject site, to provide residential uses along Meares Avenue, differs significantly from TPS 3 which promotes Retail/ Commercial development. There is a discrepancy then between land uses identified by the Master Plan and TPS 3.

This reflects the fact that TPS 3 had never been amended to reflect the Master Plan. This was a result of the City's uncertainty about the best use of this area of the City Centre and, whether the 'Hub B Precinct' with its retail and commercial capacity may in fact, be of greater benefit to the prosperity of the City Centre in that capacity than residential uses. In 2014, the then Council and JDAP determined to support the application for Bulky Goods and Commercial Development at the site, effectively determining this matter.

Notwithstanding that decision and the ongoing review, it is still appropriate that this application be considered against the Master Plan and Design Guidelines.

In this respect, whilst Clause 2.1.1 of TPS 3 states that land uses occur generally in accordance with the Town Centre Master Plan, the Scheme allows discretion to seek variance from the Master Plan (Clause 2.1.2) provided the development does not detract from the objectives of the Scheme.

TPS 3 states the objectives of the scheme are as follows:

- (a) providing development controls for the purpose of securing and maintaining an orderly and properly planned development of land within the Scheme Area;*

Figure 2

THE CONCEPT PLAN

The more detailed concept plan of Figure 5 is based on these objectives and design principles. This plan is illustrative only, showing a general layout of streets, public spaces and building footprints which meet the intentions for development of the Town Centre. The final form of buildings and open spaces may differ from those shown here, but they must maintain the essential qualities outlined in the following description of the eleven development principles and the more detailed design guidelines for each of the three precincts presented in the next section of this manual.



Figure 5:
Town Centre illustrative plan

(b) implementing the development proposals contained in the Town Centre Strategy Plan adopted by Council.

Clause 1.8 of TPS 3 defines the Town Centre Strategy Plan as a plan which *guides development with the City Centre, dealing with broad land use precincts, movement systems and spatial layout.* This definition does not suggest that the Master Plan should determine land use permissibility, but rather “guide development” by the identification of broad land use precincts.

In addition to those objectives already outlined, TPS 3 also provides objectives for each zone within the City Centre area. The objective for the Shopping/Business zone, in which the proposal is located, is stated as: *To accommodate retail and commercial use and development necessary to meet the district level shopping needs of the community.* Part 4 of Scheme goes on to deal with precinct use and development requirements. Section 4.2 includes provisions which deal with land use within precincts. These state:

4.2.1 Council when considering proposals to use and develop land or buildings within precinct areas shall have regard to Table 1, stated Precinct Land Use Policies and Predominant Uses listed hereafter and also the Town Centre Strategy Plan, Scheme Area Policies and Scheme development requirements referred to in Part III of the Scheme. In the case of subdivision proposals, Council shall have regard to the Precinct Policies when making a recommendation to the Western Australian Planning Commission.

4.2.2 Council may grant approval to uses and development or classes of uses and development not listed as Predominant Uses provided that Council is satisfied that the proposals are consistent with Precinct Land Use Policies.

4.2.3 Council, in considering proposals for uses not listed as Predominant Uses within a specific precinct shall have regard to uses listed as Predominant Uses in other precincts and shall be satisfied that approval does not undermine the viability or level of service of these Predominant Uses, whether existing or planned.

The predominant uses within the Commercial Precinct include Showroom uses, but no form of residential use which are X Uses.

Given the lack of any type of residential use being a predominant use within the Commercial Precinct and given the above objectives of the Shopping/Business Zone, it is difficult to determine how the residential use envisaged by the Master Plan can be implemented.

The City also notes that Showroom, Health Studio and Drive-in Takeaway Food Shop uses are permitted uses under the Scheme. A permitted use is a use which is permitted provided the development complies with any relevant standard of the Scheme or any imposed conditions. Leaving aside the provisions of the Scheme which embrace the Master Plan, a Showroom, Health Studio and drive in Takeaway Food Shop is a suitable use in the Shopping/Business zone.

As discussed, the JDAP decision in 2014 has in effect, considered the above matters and determined that Bulky Good and Commercial Development is appropriate. The current review of the Kwinana City Centre Masterplan Review is incorporating this position.

One of the objectives of the current Master Plan which is directly relevant to the development proposal is that development fronting Parmelia (on the eastern side of Meares Avenue) should be sympathetic to the existing residential development and provide a desirable streetscape to the western side of Meares Avenue.

In this respect, it is important that the amenity of the residents on the eastern side of Meares Avenue be considered. In this regard, the following considerations are made:-

- 1) City Officers have discussed the issue of setbacks to the existing residential areas with the applicant and the development has been designed to ensure the Drive-In Takeaway Food Shops are setback as far away as possible from Meares Avenue. The development, at its closest point, is setback 13 metres from the Meares Avenue boundary and the road verge in front of the subject site is also 15 metres wide providing further separation. In all, after taking account of the full road reserve and residential setbacks, there is a separation of about 50 to 55 metres from the Drive-In Takeaway Food Shops and the residential dwellings (and further for the showroom uses).
- 2) There are level differences which assist to reduce light spill from the development, particularly vehicle lights as the ground levels of the Stage 2 site is 1.5 to 1.8 metres lower than the Meares Avenue road reserve and residential dwellings on the east side of Meares Avenue. The level differences are greater on the southern side of the site and decrease further north. This will assist to reduce headlights light from vehicles using the Drive-In Takeaway Food Shops. In addition, the City has also been in discussion with the applicant about fencing and landscaping atop the retaining wall for the drive through sections of the Drive-In Takeaway Food Shops to provide additional screening benefit. A condition has been included to this effect.
- 3) City Officers are recommending a number of conditions focused on limiting the off site impacts of noise, lighting and odour associated with the commercial development on an ongoing basis and during construction. One of these refers to the need for a Noise Management Plan which focuses on the operation of the Drive –In Takeway Food Shop proposed to operate 24 hours. City Officers did consider the merits of a 24 hour operation (as to whether there is cause to include a condition reducing the hours of operation). Officers did note however the advice of the applicant that the operator has a number of stores throughout Perth that are open for 24 hours. It is however not their usual practice to operate the dining room for 24 hours. The common operating hours for the dining room is between 5 or 6am - 10 or 11pm. Further, officers were cognisant of the location of the shop within an area set aside under the Scheme for Shopping /Business and a Commercial Precinct.

High standards of landscaping are also being required as part of the development and along the Meares Avenue road reserve verge which will soften the impact of the development and in time, provide screening and visual benefits.

It is also worth noting that as part of the ongoing review of the City Centre Masterplan being undertaken by consultants, Hames Sharley, (which takes account of the previous approvals for Bulky Goods and Commercial Development at the subject site), the City is contemplating the potential rezoning of the lots along Meares Avenue (directly opposite commercial development) to allow some professional office / commercial uses in addition to existing residential uses.

Development Standards

The following tables list the relevant provisions under TPS 2 and 3 and the Kwinana Town Centre Master Plan which apply to this application. It is important to note, whilst the subject site is not located within the boundaries of TPS 2, Clause 1.7 of TPS 3 states that the provisions of TPS 2 continue to apply within the Kwinana City Centre. However, if there is a discrepancy between the provisions of the two schemes, TPS 3 shall prevail.

Table 1 TPS 2 - Summary

Provision	Requirements	Planning Comment
6.3.1, Table II - Setbacks	Town Centre - Minimum setbacks to be: Front: 6 metres Side: 1.5 metres Rear: 0 metres Secondary Street: 0 metres	Proposed: Front setback:13m Side setback:5m Rear setback: Nil Complies.
6.5 – Kwinana Town Centre	<ul style="list-style-type: none"> - Grouping of buildings shall be designed to produce an integrated layout - Buildings shall be of complementary design - Building Design and Layout shall make provision for future advertising to be in keeping with the architectural character of the development - Provision of planting and landscaping to enhance the environs 	<p>Buildings are grouped and provide an integrated layout, with buildings being of similar design.</p> <p>Signage panels are included in the proposal to promote signage appropriate to the scale and character of the buildings.</p> <p>Landscaping is provided to the boundaries of the development.</p>
6.5.1 – Plot Ratio	Showroom – 1.5 Others – as determined by Council	The development proposes a total plot ratio of 0.326 on Lot 2 (total floor area for tenancies 1-9 is 4466m ²), which complies with the requirements for Showrooms. In regards to the Drive In Takeaway Food Shop use, the City considers the proposed plot ratio is appropriate for the site, given its context within the City Centre area.

6.5.4 – Car Parking	- Parking being designed, constructed and maintained in accordance with Part VII of the Scheme.	See section on parking below.
6.5.5 – Loading and Unloading	- Where areas for loading/unloading are to be provided they shall be provided and maintained in accordance with the approved plan relating thereto.	Loading areas are provided for each building. The application is also conditioned that the premises shall be kept neat and tidy at all times.
6.5.6 – Site Coverage and Setbacks	- Council may permit site cover up to 100% and a setback variation to zero subject to matters relating to access, car parking, circulation, servicing, loading and unloading and other matters which Council in its absolute discretion may take into consideration.	Stage 2 of the development only proposes site coverage of 32.64%, with zero setbacks to the rear boundary. The City is satisfied that these other matters have been addressed and deems the site coverage and setbacks therefore comply with this provision.
6.5.7 – Landscaped Areas	<p>- One twelfth of the lot shall be designed, developed and maintained as landscaping and shall retain existing vegetation identified by Council.</p> <p>- Where, in the opinion of Council, sufficient landscape features exist in the lot or nearby streets and reserves, the landscaped area may be reduced by up to 50%.</p> <p>- Existing vegetation in excess of 1.8 metres in height within the specified landscaping areas shall be retained in good order provided that it does not interfere with the orderly or proper planning of the development or pose a threat to the safety of the development or to the public.</p>	<p>This landscaping provision in TPS 2 is superseded by the landscaping provisions of TPS 3 which specifies 8% for the City Centre.</p> <p>Approximately 5.5% of the site is proposed to be landscaped. In addition, the 15m verge strip on Meares Avenue is currently landscaped. The City is satisfied with the landscaping proposed for the site.</p> <p>In regards to retention of existing vegetation, existing trees have been retained and are identified in the site plan. This includes a cluster of larger trees towards the Meares Avenue boundary.</p>

Table 2 TPS 3 - Summary

Provision	Requirements	Planning Comment
3.1 – General Scheme	<p>3.1.1.1 - Building design and layout shall generally accord with the Kwinana Town Centre Design Guidelines adopted by Council (as amended from time to time) and Council shall have regard for the guidelines when assessing development proposals.</p> <p>3.1.1.2 - Building setback shall be at the absolute discretion of Council (except in the case of residential development) and Council shall have regard for the following when approving setbacks:</p> <p style="padding-left: 40px;">(a) to ensure that no buildings are constructed over designated internal accessways which impede directly or indirectly vehicular or pedestrian movement along designated routes; and</p> <p style="padding-left: 40px;">(b) Council has discretion to determine setbacks having regard to matters dealt with under the Kwinana Town Centre Design Guidelines, referred to in clause 3.1.1.1.</p>	<p>Refer to Table 3 below regarding Town Centre Design Guidelines discussion.</p> <p>Zero lot wall setbacks are proposed as part of the development as discussed previously. The City is satisfied that the other requirements have been addressed and the developments setbacks comply. The proposed Drive-In Takeaway Food Shops are setback a minimum of 13 metres from the eastern lot boundary (Meares Avenue) with an overall setback from residential dwellings from 50 to 55 metres. .</p>
3.2 – Site Coverage and Setbacks	<p>In determining the site coverage and set backs of any development other than residential development, Council may permit site coverage of up to 100 percent and a set back variation to zero subject to it first being satisfied on matters relating to access, car parking, circulation, servicing, loading and unloading and other matters which Council in its absolute discretion may take into</p>	<p>As discussed above for 6.5.6. The City is satisfied that these considerations and requirements have been addressed and the proposed site coverage and setbacks of the development comply with this provision or are satisfactory under discretion.</p>

	consideration, including design guidelines referred to in clause 3.1.1.1.	
3.3 - Lighting	- Lighting within car parking and landscaped areas where light fixtures are detached from buildings shall be of a consistent standard and conform to Council's specification.	The development plans do not include lighting details. The application has been conditioned that the car parking areas and pedestrian walkways be suitably lit, with details being provided to the satisfaction of the City.
3.4 - Fencing	Fencing shall be in accordance with the Kwinana Town Centre Design Guidelines.	See Table 3 below regarding Design Guidelines discussion.
3.5 - Landscaping	<p>- Council's objective in specifying and controlling landscaping standards within the Scheme Area is to promote a distinct identity and character for the Town Centre.</p> <p>- Site planning and building layout should secure the preservation of significant vegetation and in particular tall Tuarts.</p> <p>- Landscaping of individual developments shall be consistent with an overall landscaping strategy adopted by Council and centred around the use of existing vegetation. All developers shall lodge detailed landscaping plans for Council approval prior to the commencement of development.</p> <p>- Council may require that individual trees or groups of trees are retained and no person shall remove such designated vegetation without the prior written consent of Council.</p> <p>- Vehicle parking areas shall be landscaped with shading</p>	<p>As discussed previously, some tuart trees are to be retained as part of the landscaping where possible on the site.</p> <p>Whilst a detailed Landscaping Plan has not been included with the application, the recommendation does include a condition to require a Landscaping Plan to be submitted to address these matters.</p> <p>A number of trees have been retained on Lot 2 which are shown on the site plan. This was a condition of the first development application encompassing Stages 1 & 2.</p> <p>The City is also recommending a condition requiring shade trees to be provided within parking areas in accordance with the Scheme. Additional screening landscaping is required also to assist minimise the impact of vehicle lights at the drive in takeaway uses.</p> <p>The Kwinana Town Centre Master Plan and Design Guidelines include a schedule of plants which may be used for landscaping within the City Centre. An advice</p>

	<p>vegetation so that a vegetation island is situated between not more than 5 grouped vehicle parking bays.</p> <ul style="list-style-type: none"> - Council may specify a schedule of vegetation to be used in individual landscaping plans. - Developers may be required to provide a performance bond to Council, to an amount estimated by Council necessary to install landscaping and parking areas and shall be refunded upon installation of the required works to the satisfaction of Council. - In considering development applications for land within the Scheme Area an area of at least 8% of the lot shall be designed, developed and maintained as a landscaped area and shall include existing vegetation identified by Council, except in the case of residential development. - Where, in the opinion of Council, sufficient landscape features exist in the lot or nearby streets and reserves, the landscaped area may be reduced by up to 50%. - Existing vegetation in excess of 1.8 metres in height within the specified landscaping areas shall be retained in good order provided that it does not interfere with the orderly or proper planning of the development or pose a threat to the safety of the development or to the public. - Service areas of buildings within the Scheme Area shall be screened by native shrubs. - Council may specify a schedule of vegetation species to be used in landscaping of development. 	<p>note has been made in the recommendation to the effect that the Landscaping and Fencing Plan must take account of this. The condition referring to the application has been conditioned that a landscaping plan be submitted, with proposed species being selected from this schedule within the Design Guidelines.</p> <p>The landscaping proposed on the site plan is approximately 755m² (5.5%). The 15m verge strip on Meares Avenue is also currently landscaped.</p> <p>A 4m landscaping strip is proposed abutting the northern boundary which will provide for some screening to the service areas to the rear of the showroom buildings.</p>
3.6 – Parking and Drainage	- Car parking areas shall be constructed, sealed, kerbed and drained to Council’s specifications.	The application has been conditioned to address both these requirements.

	<ul style="list-style-type: none"> - Drainage from roofed and paved areas shall be disposed of on site to Council's specifications. 	<p>The City has also recommended that a condition for a Drainage Management Plan be provided to demonstrate compliance with the City's specifications.</p>
<p>4.5 Shopping/Business Zone</p>	<p>- The zone should generally accommodate and consolidate convenience, retail and other commercial core uses.</p> <p>- Provision shall be made for pedestrian/cyclist crossing installations and treatment at major internal thoroughfares, with priority assigned to pedestrians and cyclists.</p> <p>- Landscaping of parking areas should be based upon a theme which employs continuous vegetation strips within parking areas generally parallel to surrounding roads.</p>	<p>The City supports the development of showroom/bulk retail uses on the subject site.</p> <p>The proposed uses are permitted within the Shopping/Business Zone. Showrooms are a predominant use within the Precinct.</p> <p>The development is consistent with the principles of orderly and proper planning and it is not foreseen that the development will detract from the amenity of the area. The development is of a good quality and contains a number of architectural features to present a vibrant and suitable facade from surrounding streets.</p> <p>Given the scale of the proposed buildings, the development is also setback a considerable distance from the primary street and screen landscaping is provided within the frontage to soften the impact of the development and car parking areas.</p> <p>Pedestrian Crossing facilities are provided throughout the development.</p> <p>The development provides landscaping in continuous strips adjacent to surrounding roads. Shade trees are provided throughout the remainder of the parking area.</p>

<p>4.5.8 – Commercial Precinct</p>	<ul style="list-style-type: none"> - Subdivision and development within the Commercial Precinct should be designed so as to minimise the number of driveways from commercial premises to Meares Avenue and Council shall have regard to this requirement in recommending to the Western Australian Planning Commission in respect of subdivision proposals. - No lot within the Commercial Precinct shall be served by more than one driveway to Meares Avenue. - In determining setbacks within the Commercial Precinct, Council shall have regard to the likely impact of development on residential development. 	<p>A Traffic Impact Assessment Report (updated from the JDAP Development Approval in 2014 for the site) was submitted with the application detailing the impacts on traffic to the area. The City's Engineering Team have reviewed the document and are satisfied with the findings of the report that the 'development proposal has no significant adverse impact on the capacity or safety of the surrounding road network'</p> <p>Currently, Lots 1 & 2 are each being serviced by a separate driveway. A second crossover is proposed to Lot 2 at the northern boundary for service vehicle access. A condition has been recommended for the proponent to relocate the side entry pit and street trees that are conflicting with the proposed entry. As the entry is proposed for service vehicles only, the City considers the additional crossover to be acceptable.</p> <p>In regards to setbacks, the City has discussed the issue of setbacks to the existing residential area with the applicant and development has been designed to ensure buildings are setback as far away as possible from Meares Avenue. The development, at its closest point, is setback 13 metres from the Meares Avenue boundary with an overall setback from residential dwellings from 50 to 55 metres. ..</p>
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Table 3 – Kwinana Town Centre Master Plan and Design Guidelines Summary

Provision	Requirements	Planning Comment
Design Principles (predicated on largely Residential development within the subject area)		As these provisions are predicated on residential development or mixed use development within this Precinct , their immediate relevance to this application is somewhat limited. Nonetheless, City Officers have sought to address the provisions and make relevant to this application.
4 – Connecting the Neighbourhoods	- City Centre area should be permeable with a sound network of streets and pedestrian paths	<p>The Master Plan identifies the subject site for primarily residential uses, which are envisaged to be developed around a new network of east west streets to provide more permeability into the Civic Marketplace superblock.</p> <p>The proposed development does not contain a residential component and instead is in keeping with the commercial land uses specified in TPS 3. Given the type of development proposed, the application does not propose a network of streets through the site. The development is primarily for bulky goods showrooms, which require vehicle access and parking in close proximity to the shops. The development is therefore orientated around a car park, rather than a series of streets.</p> <p>The development does however provide a network of pedestrian paths, to allow access from the surrounding roads into the development.</p>
5 – Improving Retail Function	- Access to parking should be clearly visible, but where possible, screened from view to minimise the impact of large expanses of parking - Shared parking arrangements should be considered.	<p>Access to parking is clearly visible.</p> <p>Landscaping is provided throughout the development to break up the large expanses of parking and screen the car parking for surrounding streets.</p>
7 – Improve Meares	- The wide verge and occasional stands	A wide landscaping strip is provided on the Meares Avenue frontage

Avenue streetscape	<p>of mature vegetation presents an opportunity to create an elegant streetscape, with an appropriate transition from commercial to residential uses.</p> <p>- Development on the west side of Meares Avenue should be therefore primarily residential, in types and densities that relate to the existing housing across the street.</p>	<p>and where possible, trees within this area will be retained.</p> <p>As discussed previously the development is not residential, however the design has sought to provide a buffer and reduce impacts to the existing dwellings on Meares Avenue through the use of screen fencing and landscaping, increased setbacks, approval conditions for noise, odour and lighting. Level differences will also assist in this regard, particularly for lighting.</p>
Urban Design Guidelines (predicated on largely Residential development within the subject area)		See above comments.
1.2 (h)	<p>- At least two entries to the development between Chisham and Challenger Avenues are to be provided.</p> <p>- One or more of these should continue as a pedestrian path into the Market Place Shopping Centre.</p>	<p>The development provides two entry points off Meares Avenue to Lot 2.</p> <p>A pedestrian path has been provided through the development into the Market Place Shopping Centre.</p>
Building Guidelines		
4.2 (a)	<p>- Traditional pitched rooves preferred.</p> <p>- Skillions, saw tooth and curved rooves may be approved.</p> <p>- On Chisham Avenue, flat rooves behind parapets are encouraged.</p>	<p>The development is of a commercial nature and made up of tilt panel concrete buildings, which presents a concealed roof to the streets, located behind a parapet. Given the type and style of development is larger scale showroom buildings the City considers the roof design to be satisfactory. Whilst a pitched roof would add architectural interest to the buildings, other features are provided on the elevations to enhance the buildings.</p>

4.2 (b)	<ul style="list-style-type: none"> - Building facades, on all sides shall promote a sense of human scale. - Blank walls should be avoided and will not be permitted on streets or public spaces. 	The showrooms, health studio and drive-in takeaway food shops present a suitable facade to the streets and public realm, with an appropriate level of detail and glazing to the frontages.
4.2 (c)	<ul style="list-style-type: none"> - Main entry to building should be clearly identifiable with a pediment awning or recess as appropriate to the overall composition of the façade. 	Entries to the buildings are clearly defined and awnings provided to provide shelter for pedestrians.
4.2 (c) [sic]	<ul style="list-style-type: none"> - Balconies, awnings and verandahs are encouraged. - Projections beyond the lot boundary must not interfere with street trees. - A clearance of 3.3 metres to be provided. 	<p>Awnings provided with a clearance of approximately 2.7 metres.</p> <p>This height is the norm for commercial building verandahs and the acceptable height for signs and fixtures above a footpath under the City's Local Law. The City has discretion and believes this height is appropriate and will not affect the building design or impede access.</p>
4.3 (a)	<ul style="list-style-type: none"> - Masonry is the preferred building material. - Metal panels may be used as decorative accents or feature panels 	The application complies with these requirements.
4.3 (b)	<ul style="list-style-type: none"> - Acceptable roof materials include: clay tiles, copper, zinc, natural or reconstituted slate, colourbond steel and zinalume custom orb. 	The proposed buildings have concealed roofs which are not visible to the surroundings.
4.3 (c)	<ul style="list-style-type: none"> - No reflective materials are permitted on walls, rooves and reflective or obscured glass in windows and doors is prohibited. 	None are proposed.
4.4 (b)	<ul style="list-style-type: none"> - Shopfronts should be highly articulated, with bay windows and recessed doorways to add interest. - Predominant material of the shop front should be glazing. 	Whilst the buildings do not provide a high level of articulation along the length of the building, features are provided on the building front to provide interest and break up the monotony of the frontage. These elevations are considered suitable for this form of development.

		Glazing is the predominant material on the shop front.
4.4 (c)	- Tenancy signage shall be integrated into the design of the building.	The development complies with this requirement.
4.4 (d)	- Roller shutters are not permitted unless they provide a clear view of the shop when closed and are concealed when open.	None proposed.
4.5 (d)	<ul style="list-style-type: none"> - Permissible sign types include: - Panel attached to buildings, - Projecting or hanging signs, - Awning or fascia signs, - Window signs applied directly to the glazing, - Sandwich board signs for ground floor food and beverage shops. 	<p>The applicant has submitted an updated signage strategy to include Stage 2 of the development.</p> <p>Indicative signage panels are shown for each of the showroom tenancies which are to be affixed to the buildings above the awnings.</p> <p>Signage details have also been provided for the two drive-in takeaway food shop tenancies. Tenancy 8 is proposed to have signage on the side of the building and above the awning/windows. Tenancy 9, which is to be occupied by Hungry Jacks, has a number of signs on the building facade, a 8m x 3m pylon sign which is proposed towards the front boundary of the property fronting Meares Avenue, and various other directional signage in close proximity to the building within the carpark and drive through. Details of the above signage can be seen in the attached plans.</p>
4.5 (e)	<ul style="list-style-type: none"> - Tenancies may have two signs for ground floor tenancies, and one sign for upper floor tenancies. - Shared signage preferred. 	<p>Tenancies 4, 5 & 6 have one sign each. Tenancies 2 & 7 have 2 signs each. Tenancy 1 has 3 signs. The additional sign is considered acceptable for Tenancy 1, which is located on the corner of the building, given the size of the tenancy and the location of the signs. The sign is not seen to negatively impact the development.</p> <p>In addition to the above, 5 'life posters' and 2 signs advertising the Commercial Centre are also proposed on the building facade.</p>
4.5 (f)	- Horizontal signage max sizes = 600mm	The proposed signage panels are larger than the maximum sizes in the

	<p>high</p> <ul style="list-style-type: none"> - Vertical signage max sizes = 600mm wide - No sign greater than 1.5 sqm 	<p>Design Guidelines. The City has considered the size of the proposed signage panels and their relationship to the size and scale of the buildings they are located on and consider these signage panels to be acceptable.</p> <p>The signage sizes outlined in the Master Plan and Design Guidelines are an appropriate size in a main street environment, however they do not adequately consider other types of development, which require larger signage.</p> <p>The City is currently reviewing signage provisions for the Town Centre area and considers that whilst the proposed signs do not comply with the current requirements, they are not out of scale within the building on which they sit. The City therefore concludes that the proposed signage panels are acceptable and recommends they be approved as part of the development.</p>
4.6	<ul style="list-style-type: none"> - All services, transformers, storage and deposit areas and wheeled rubbish bins must be screened from view. - Air conditioners should be located in areas with minimal impact on the public domain. - Television antennas are to be located in roof space where possible. 	<p>The City has conditioned that these items be screened from view to the satisfaction of the City.</p>
4.7	<ul style="list-style-type: none"> - Design of buildings, fences and landscaping shall take into consideration sight lines to promote a sense of security and minimise blind spots. - Adequate lighting must be provided. - Lighting must minimise impact onto adjacent commercial properties and have no impact on residential properties. 	<p>The recommendation includes conditions to ensure the maintenance of the development, anti-graffiti coating and prompt removal of any graffiti.</p>

	<ul style="list-style-type: none">- All buildings and public spaces must be maintained at all times.- Timely repair of any damage or removal of graffiti.- All masonry surfaces shall be anti graffiti coated up to a height of 3 metres.	
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Car Parking and Public Access Easement

Part VII of TPS 2 provides the following requirements for car parking:

Table 4

Use	Parking
Showroom, Warehouse, Industry (excluding factory unit building)	4 for up to the first 200m ² gross floor area and thereafter 1 for every additional 100m ² gross floor area or part thereof.
Hotel, Tavern, Private Hotel, Eating House, Licensed Restaurant, Motel, Club, Lodging House, Night Club, Place of Public Assembly	Where applicable to the particular use: 1 for every 2m ² of public drinking area other than lounge floor area; 1 for every 4 seats which an eating area is designed to provide; OR 1 for every 4m ² of eating area or part thereof whichever produces the greater number of car parking spaces; 1 for every bedroom; 1 for every 6 seats provided or capable of being provided in assembly areas; OR 1 for every 4.5m ² of assembly area whichever produces the greater number of car parking spaces; 1 for every 3m ² of public lounge drinking area; 1 for every 4.5m ² of beer garden or outdoor drinking area.

For the Health Studio use, the applicant has based the calculation on parking requirements from the City of Mandurah as the City of Kwinana TPS 2 does not include parking provisions for this use. This is as follows:

Town Planning Scheme	Use	Parking
City of Mandurah Town Planning Scheme No. 3	Health Studio	1:35m ² Gross Leasable Area (GLA)

The City considers this ratio acceptable for the development.

Table 5 – Parking requirements - Stage 2

Tenancy	Use	Building Size	Parking Required	Parking Provided
1	Health Studio	1250m ²	36	
2	Showroom	1001m ²	12	
3	Showroom	500m ²	7	
4	Showroom	250m ²	5	
5	Showroom	250m ²	5	
6	Showroom	250m ²	5	
7	Showroom	500m ²	7	
8	Drive-In Takeaway Food Shop	235m ² (38 seats, 78m ² eating area)	20	
9	Drive-In Takeaway Food Shop	230m ² (50 seats, 53m ² eating area)	14	14 exclusively for tenancy 9
Total			111	159

Table 5 shows parking calculations for the proposed uses based on the car parking requirements in Table 4 of TPS 2 and City of Mandurah TPS 3 for Health Studio.

The applicant has advised that one of the showrooms may potentially be occupied by a Health Studio use and as such, has specifically requested that it be considered as part of this application. The tenancy for the Health Studio has not yet been determined so parking bays have been calculated based on the largest showroom tenancy. Under TPS 3, 'Health Studio' is listed as a Permitted use.

It is worth noting that under Clause 61 (2)(b)(i) of the new Planning and Development (Local Planning Schemes) Regulations, 2015, a planning application is not required for '*development that is a use identified in this Scheme as a use that is permitted in the zone in which the development is located and – the development has no works component*'. So, whilst this application is considering the Health Studio use as requested by the applicant, under the new regulations, should there be no works component, the use of a tenancy by a Permitted use as a part of this site need not require a planning application.

The application complies with the Scheme parking requirements with a surplus of 48 bays provided.

Stage 1 parking calculations are shown in Table 6 below:

Tenancy	Use	Parking Required	Parking Provided
4b	Office	8	
4a	Medical Centre	12	
1/2	Showroom	22	
3	Showroom	8	
5a	Showroom	4	
5b	Veterinary	6	
6	State Swim	12	
7	Gym	14	

8	Autobahn	15	
Total		101	127

A sufficient number of parking bays have been provided for the tenancies within each stage on the respective lots. The total car parking surplus over both lots is 74 bays.

A condition has been recommended to update the public access agreement over Lot 2 Meares Avenue to extend over the areas of car parking and all other trafficable areas). The applicant has requested however that as part of the lease agreement for Tenancy 9, the 14 parking bays that are required to be made available exclusively for the tenant, be excluded from the agreement. City Officers have considered this request and note that there is an overprovision of parking for the development and that Tenancy 9 (the southern Drive-In Takeaway Food Shop) will operate in relative isolation of the other tenancies with respect to parking and access. As such, City Officers are satisfied that public access to other tenancies and across the site is not adversely affected. Should a development approval for the site be received in the future, then the opportunity is available for reinclusion of the site in the agreement.

A condition has also been recommended to modify the existing deed with the City of Kwinana to extend over the areas of car parking on the whole site (excluding the bays and trafficable area associated with Tenancy 9) and ensure that the parking remains available for all tenancies and the public.

WAPC Activity Centres State Planning Policy (SPP) 4.2 and City of Kwinana Draft Local Planning Strategy

The City has also considered the development in the context of the WAPC Activity Centres SPP 4.2 and the City's Draft Local Commercial and Activity Centres Strategy. As discussed above, the Kwinana City Centre is identified under the SPP hierarchy as a Secondary Centre, a multipurpose centre offering a range of services, facilities and employment and providing essential services to its catchment. The SPP aims to development higher order centres for a variety of uses, with a range of entertainment, hospitality and retail uses located in the centre core and lower intensity uses such as showrooms on the periphery of the activity centre.

This proposed development is located on the edge of the City Centre and provides a range of uses. It is noted that the layout and design of the development does not prioritise access for pedestrians and cyclists and for public transport access, but the City is promoting a good level of pedestrian linkages and public transport is available on bus routes adjoining the development and to the City Centre. The development also is linked to pedestrian access from surrounding streets and has reasonably good access into the adjacent Market Place and Chisham Avenue 'Main Street' development.

The City's draft Local Planning Strategy is to be considered by Council for endorsement for referral to the WAPC for its consideration for formal advertising. Of relevance, the draft LPS is identifying the residential lots abutting the development along Meares Avenue as having the potential to be upcoded from R20 to an R Code density of up to R40 (subject to further planning assessment as part of the accompanying new Town Planning Scheme 4). This may encourage some redevelopment of those existing lots into the future.

Public Consultation

As discussed, four submissions were received by the City during the public consultation period. Detailed responses are provided in the Schedule of Submissions (Attachment 18). The location of the submitters is shown in Attachment 17. The primary concerns of the 4 submissions were amenity impacts on residential dwelling opposite the development (lighting, noise, traffic) with particular concern about the Drive-In Takeaway Food Shops. Given the residential dwellings are opposite the Bulky Goods Commercial Development, it is understandable that these residents are concerned about the impacts on their properties.

It is important to note however that the subject site is zoned Shopping/Business under TPS 3 and located in the Commercial Precinct of the Town Centre. The objectives of the Shopping/Business zone are identified as, "To accommodate retail and commercial use and development necessary to meet the district level shopping needs of the community uses"

The uses proposed as part of the Development Application are Permitted (P) Uses under the scheme and, while the Drive-In Takeaway Food Shops and Health Studio are not 'Predominant Uses' under TPS3 for this Precinct, they are not considered to be inconsistent 'with the Precinct Land Use Policies' nor 'undermine the viability or level of service of Predominant Uses' in other Precincts.

Further, the development will provide additional retail / commercial development within the City Centre supporting its future and providing additional shopping options and economic benefit to the community.

The key matters raised as part of the submissions are as follows:

Adverse Impacts of Lighting associated with the development, particularly the Drive-In Takeaway Food Shops.

Submissions expressed concern about the impacts on residential properties from lighting on the subject site both from built form and signage, to traffic moving into and across the site.

City Officers have discussed the issue of setbacks to the existing residential areas with the applicant and the development has been designed to ensure the Drive-In Takeaway Food Shops are setback as far away as possible from Meares Avenue. The development, at its closest point, is setback 13 metres from the Meares Avenue boundary and the road verge in front of the subject site is also 15 metres wide providing further separation. In all, after taking account of the full road reserve and residential setbacks, there is a separation of about 50 to 55 metres from the Drive-In Takeaway Food Shops and the residential dwellings (and further for the showroom uses).

There are level differences which assist to reduce light spill from the development, particularly vehicle lights as the ground levels of the Stage 2 site is 1.5 to 1.8 metres lower than the Meares Avenue road reserve and residential dwellings on the east side of Meares Avenue. The level differences are greater on the southern side of the site and decrease further north. This will assist to reduce light from headlights on vehicles using the Drive-In Takeaway Food Shops.

In addition, the City has also been in discussion with the applicant about fencing and landscaping atop the retaining wall for the drive through sections of the Drive-In

Takeaway Food Shops to provide additional screening benefit. A condition has been included to this effect.

City Officers had discussed with the applicant the possibility of 'flipping' the orientation of the Drive-In Takeaway Food Shops such that the drive through direction of vehicles is reversed. The difficulty with this approach is that the service areas of the Takeaway Food Shops would then front Meares Avenue creating the potential for increased noise and odour issues for residents but this approach is also a sub optimal street front 'presentation' for the shops towards Meares Avenue (given it's a City Centre site).

A condition has also been recommended which requires that the development provides a report demonstrating that the development will be suitably lit in accordance with Australian Standard AS4282 – Control of Obtrusive Effects of Outdoor Lighting. Details are to be provided to the City prior to the lodgement of a building permit application for the application.

Ultimately however, the site is situated within the Kwinana City Centre and is zoned for commercial development.

Adverse noise impacts from the Development

Submissions have expressed concern about the noise impacts associated with the day to day operation of the development

An Revised Acoustic Report was provided by the applicant as part of the application adding to that already provided for Stages 1 and 2 as part of JDAP approvals in 2014.

This report demonstrates how the development is to comply with noise emissions under the Environmental Protection (Noise Regulations) 1997. It seeks to limit noise impacts from roof equipment (including air conditioning), from deliveries and the use of drive through in the food outlets. City Officers have request a number of amendments to the Acoustic Report to address additional concerns.

In this respect, City Officers are also requiring that a Noise Management Plan be prepared to the City's satisfaction to demonstrate the means by which the applicant will address any potential nuisance noise associated with the operation and use of the site and in particular, the drive in takeaway food shops, one of which is proposed to operate for 24 hours. As discussed, City Officers noted the advice of the applicant that the operator has a number of stores throughout Perth that are open for 24hrs. It is however not their usual practice to operate the dining room for 24 hours. The common operating hours for the dining room is between 5 or 6am - 10 or 11pm.

Impacts associated with the Construction of the Development

Concern has been expressed about noise, lighting, litter and dust impacts associated with the construction of Stage 1. There was a view that there would be adverse impacts associated with the construction of Phase 2 on adjoining landowners.

The City is recommending a condition requiring that a Construction Management Plan be prepared and approved by the City prior to the lodgement of a building permit application for the application which addresses the hours of operation and

methods to be employed to mitigate adverse impacts associated with noise, dust lift off, litter management, odour and lighting during construction. The construction shall be implemented in accordance with the approved plan.

Additional Vehicle Movements along Meares Avenue and through the Development Site.

Concern was expressed about the impact of the additional traffic which the development would bring and its impacts to the safety and amenity of the area.

In this respect, it is the case that the development of this site will result in additional traffic using Meares Avenue and the site. This is not out of keeping however with the location of the site within the City Centre.

The City's Traffic Engineers have examined the revised Transport Impact Assessment Report submitted by the applicant and support the conclusion of that Report that the 'development proposal has no significant adverse impact on the capacity or safety of the surrounding road network' They are satisfied with presence of a service vehicle access.

Council Recommendation:

As per the Officers recommendation.

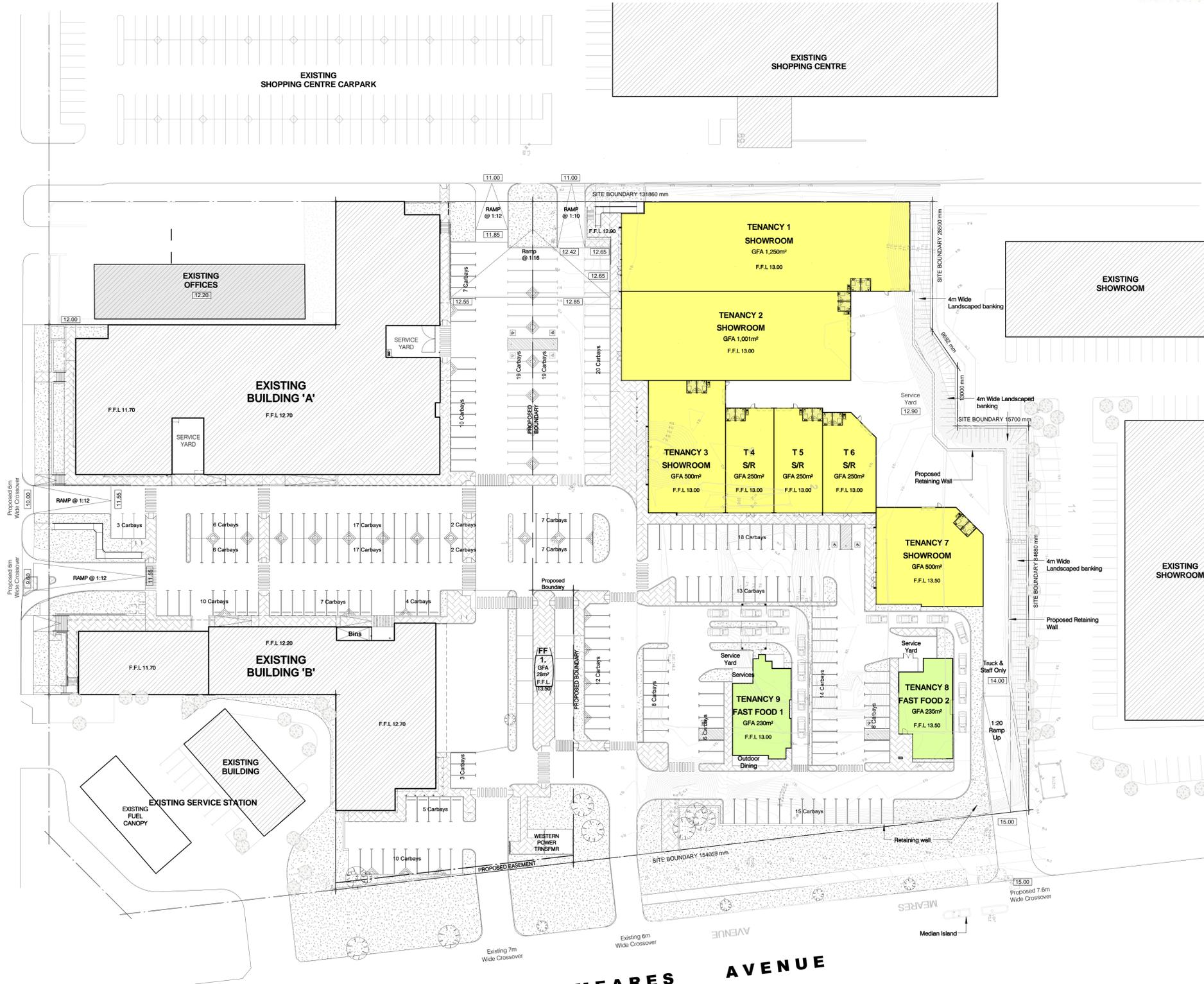
Conclusion:

Upon assessment of the development against the requirements of Town Planning Schemes No's. 2 and 3, the Kwinana Town Centre Master Plan and Design Guidelines and the submissions received, it is considered that the application can be approved subject to conditions.



Subject Site
(Stage 2)

CHALLENGER AVENUE



MEARES AVENUE

SITE CRITERIA

Carparking		
1. Stage 1		80 carbays
2. Stage 2		
i. Showroom	4001m ² 1/50m ²	80.0 carbays
ii. Fast Food 1	230m ² 1/20m ²	11.5 carbays
iii. Fast Food 2	235m ² 1/20m ²	11.8 carbays
	Total	103.3 carbays
3. Cars Required		183.3 carbays
4. Cars Provided		275 carbays

Note: Cross Overs subject to final Council negotiation

PROPOSED COMMERCIAL DEVELOPMENT - STAGE II

LOCATION : LOTS 28 & 29 Cnr CHALLENGER & MEARES AVE, KWINANA TOWN CENTRE
 BY: CB RICHARD ELLIS FOR: SANTAVAE (KWINANA) PTY LTD

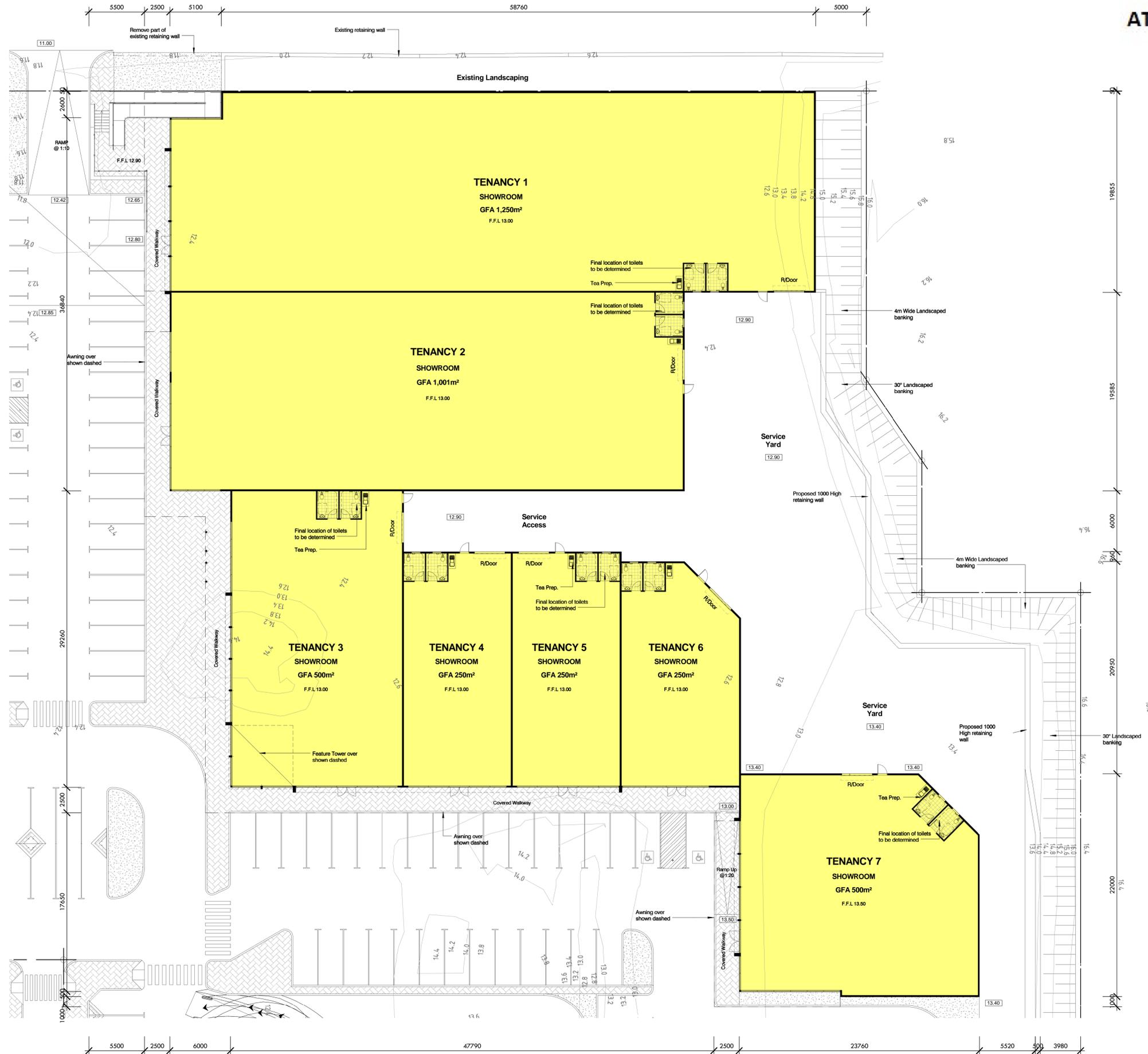
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 SKETCH No SK012
 SHEET No A101
 SCALE As indicated @ A1
 DATE JUNE 2016



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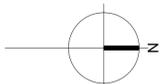
BY: CB RICHARD ELLIS FOR: SANTAVAE (KWINANA) PTY LTD

PROJECT No 7922
 SKETCH No SK012
 SHEET No A102
 SCALE 1 : 200 @ A1
 DATE APRIL 2016



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BUILDING C - GROUND FLOOR PLAN
 SCALE: 1 : 200



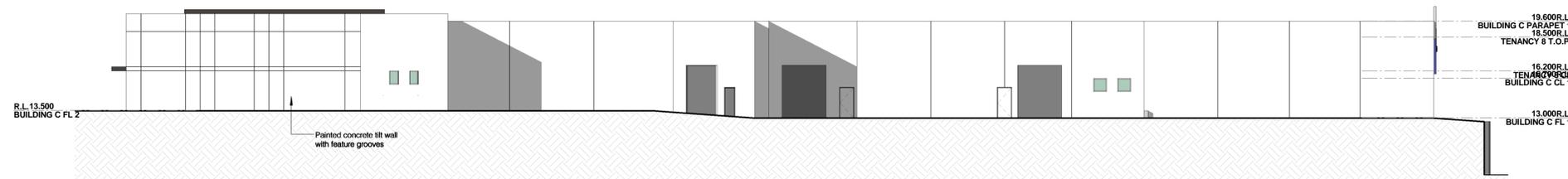
BUILDING C - SOUTH ELEVATION

SCALE: 1 : 200



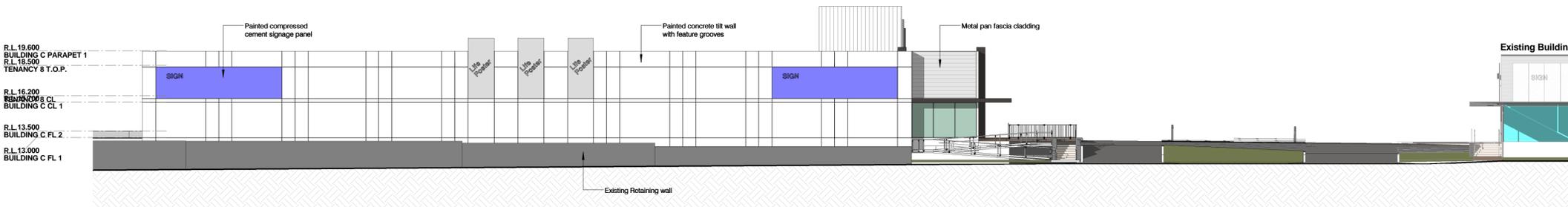
BUILDING C - EAST ELEVATION

SCALE: 1 : 200



BUILDING C - NORTH ELEVATION

SCALE: 1 : 200



BUILDING C - WEST ELEVATION

SCALE: 1 : 200

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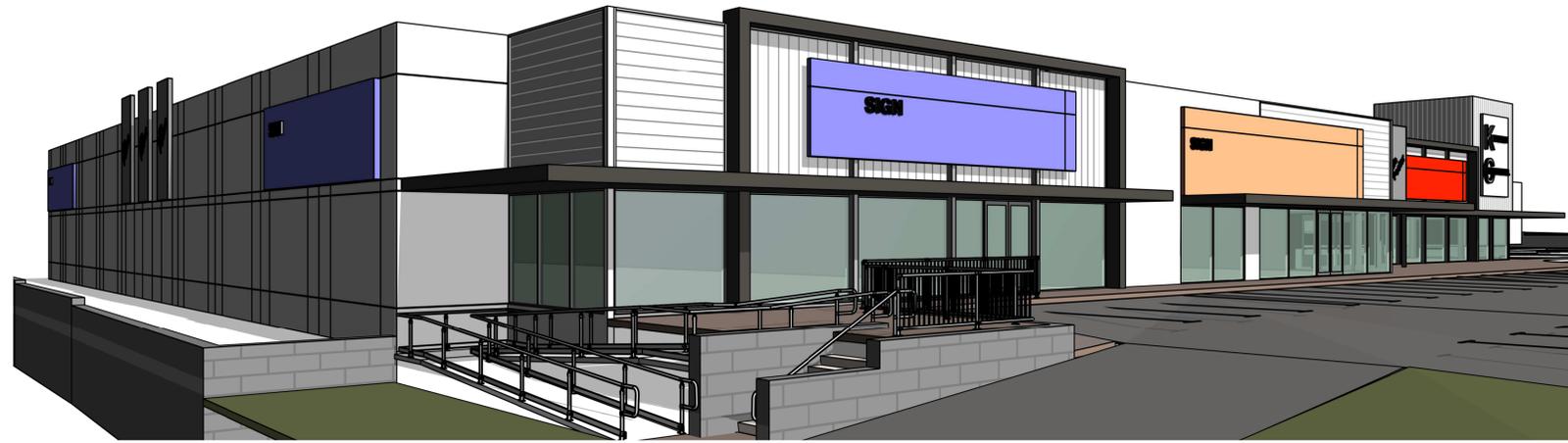
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 SKETCH No SK012
 SHEET No A103
 SCALE 1 : 200 @ A1
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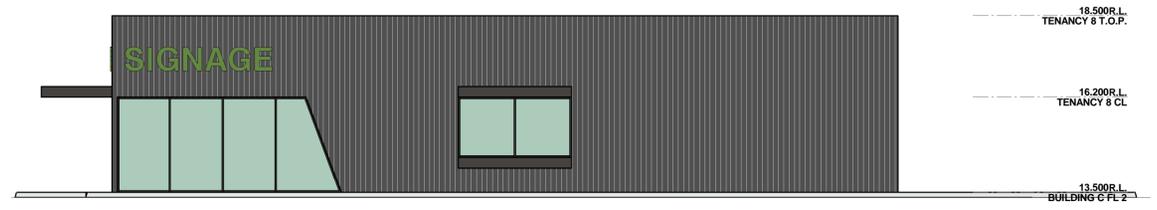
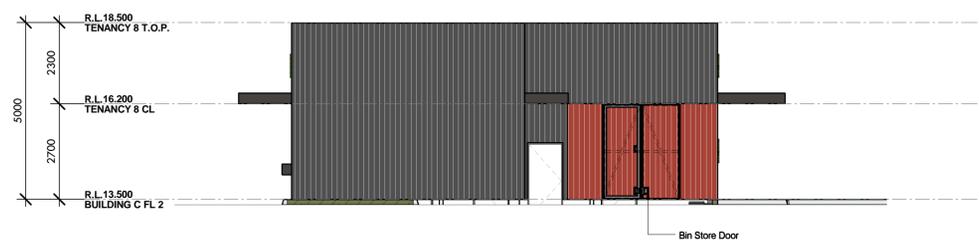
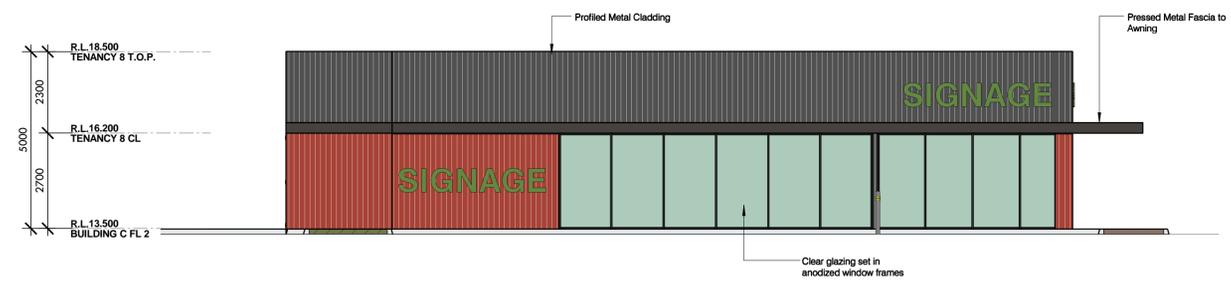
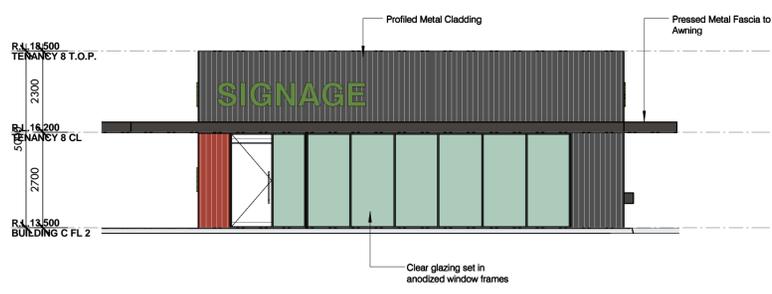
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SHEET No A104
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SKETCH No SK012
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SCALE 1:100 @ A1
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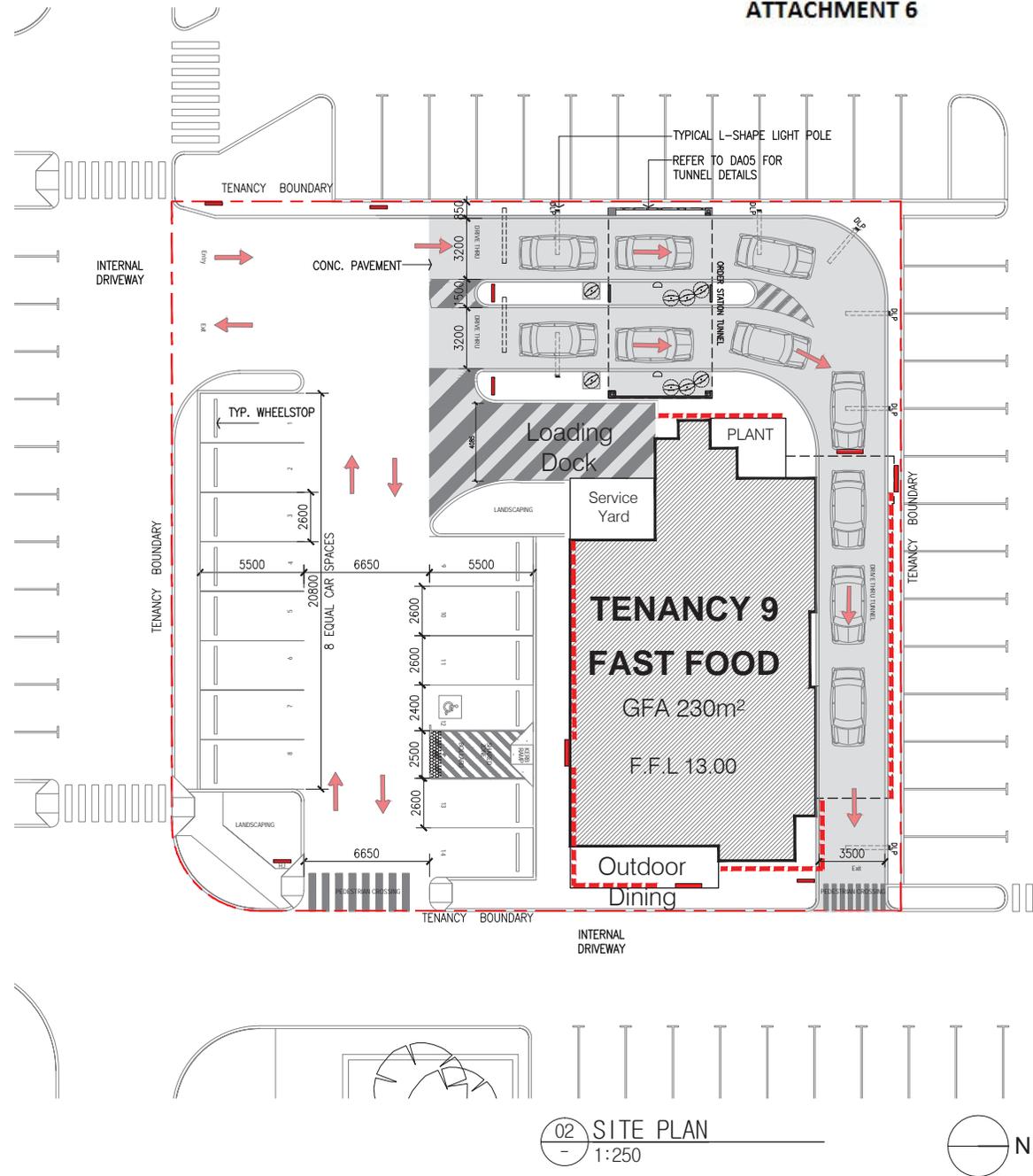
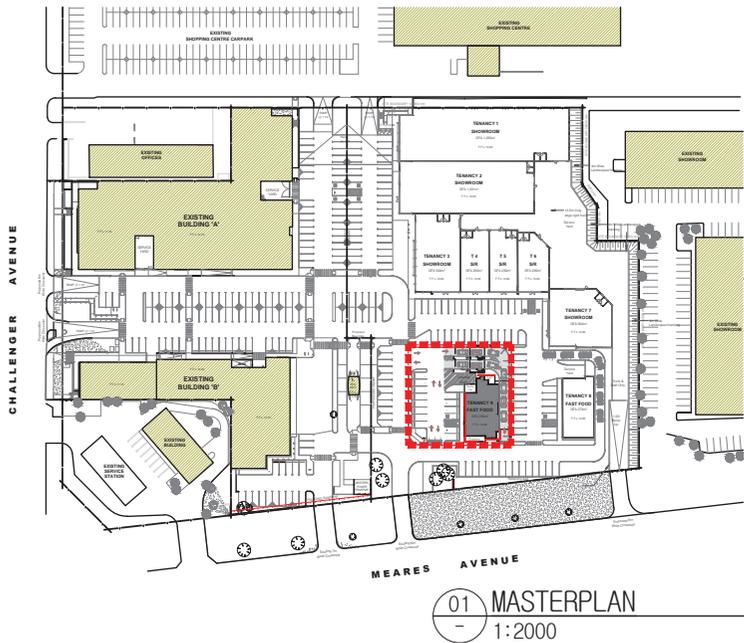


DA ISSUE

HUNGRY JACK'S KWINANA
46 MEARES AVE. KWINANA BEACH WA 6167

ARCHITECTURAL DRAWINGS:

DRAWING	DESCRIPTION	REV
DA01	SITE PLAN & SIGNAGE LOCATION	A
DA02	PROPOSED FLOOR PLAN	A
DA03	PROPOSED ELEVATION SHEET 1 OF 2	A
DA04	PROPOSED ELEVATION SHEET 2 OF 2	A
DA05	DRIVE THRU ORDER STATION DETAILS SHEET 1 OF 3	A
DA06	DRIVE THRU ORDER STATION DETAILS SHEET 2 OF 3	A
DA07	DRIVE THRU ORDER STATION DETAILS SHEET 3 OF 3	A
DA08	SIGNAGE PLAN & DETAILS SHEET 1 OF 2	A
DA09	SIGNAGE PLAN & DETAILS SHEET 2 OF 2	A
DA10	EXTERNAL FINISHES SCHEDULE	A
DA11	LANDSCAPE PLAN	A



ATTACHMENT 6

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REV	DATE	AMENDMENT	DRW
A	17.06.16	FOR DA	SF

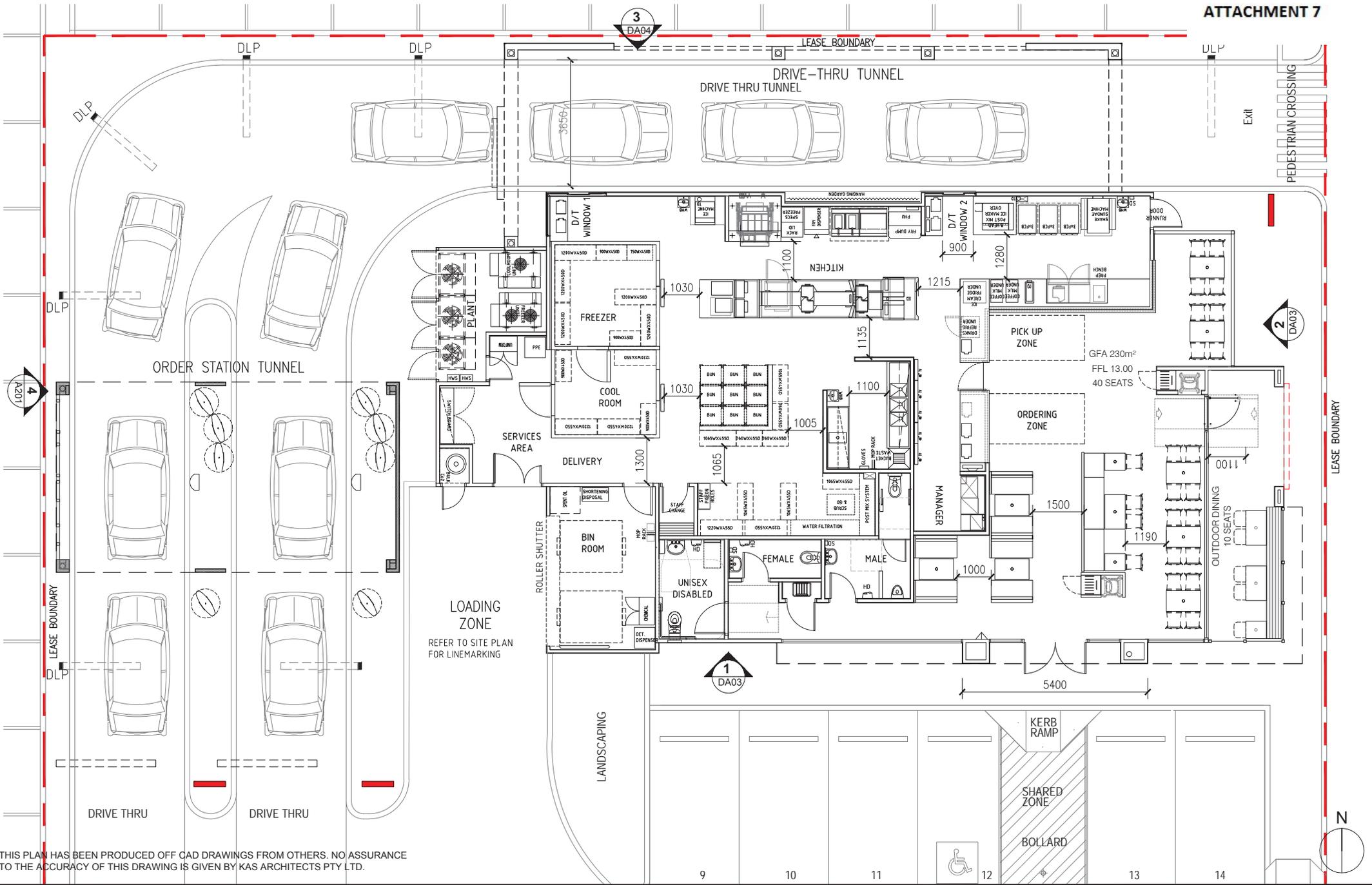
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suite 302, 12 Ormonde Pde Hurstville NSW 2220
ABN 48 602 616 928
PH : 02 9579 6292
E : info@kasarchitects.com.au

PROJECT		DRAWING	
HJs KWINANA 46 MEARES AVENUE KWINANA BEACH WA 6167		SITE PLAN	
DESIGN: KAS Architects	CHECKED: KS	PROJECT NO. 151204	DATE JUNE 2016
DRAWN:		SCALE AS SHOWN@A3	DRAWING NO. DA01
			REV. A

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		A	03.06.16	FOR REVIEW	SF
		A	14.06.16	FOR DA	SF

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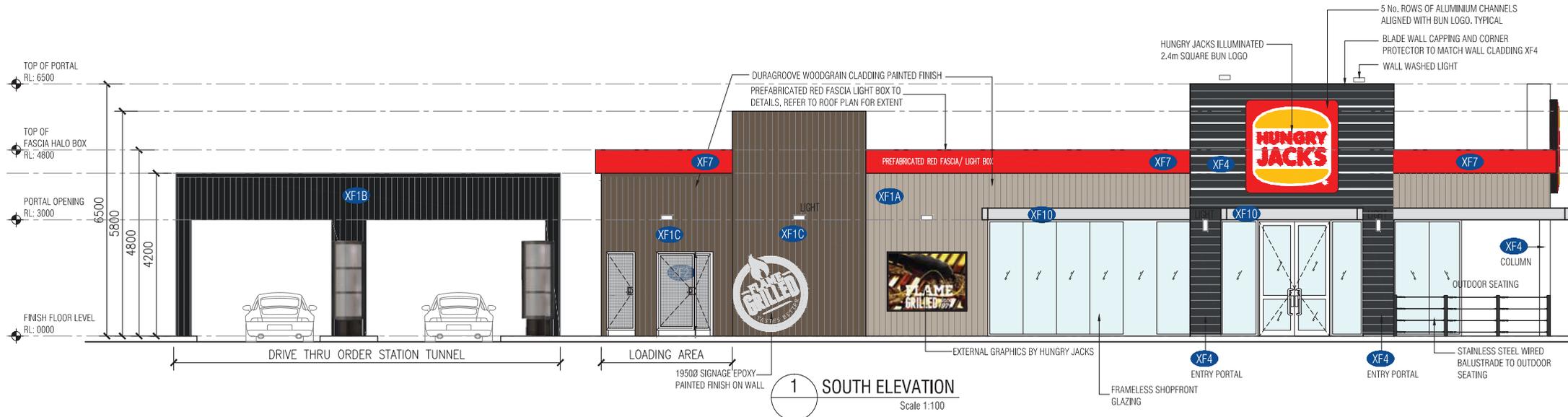
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PROJECT
HJs KWINANA
 46 MEARES AVENUE
 KWINANA BEACH WA 6167

DESIGN: KAS Architects
 CHECKED: KS
 DRAWN:

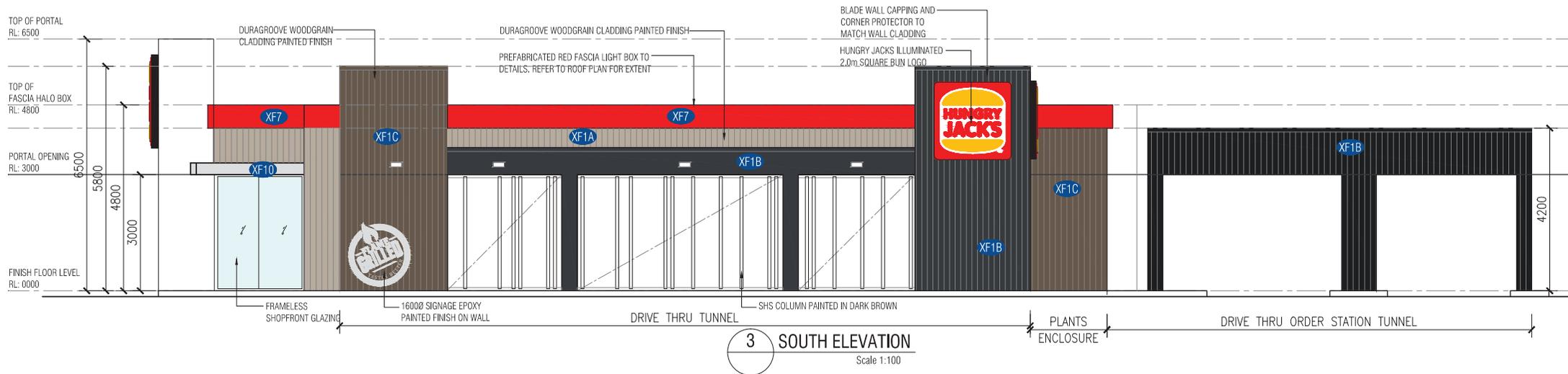
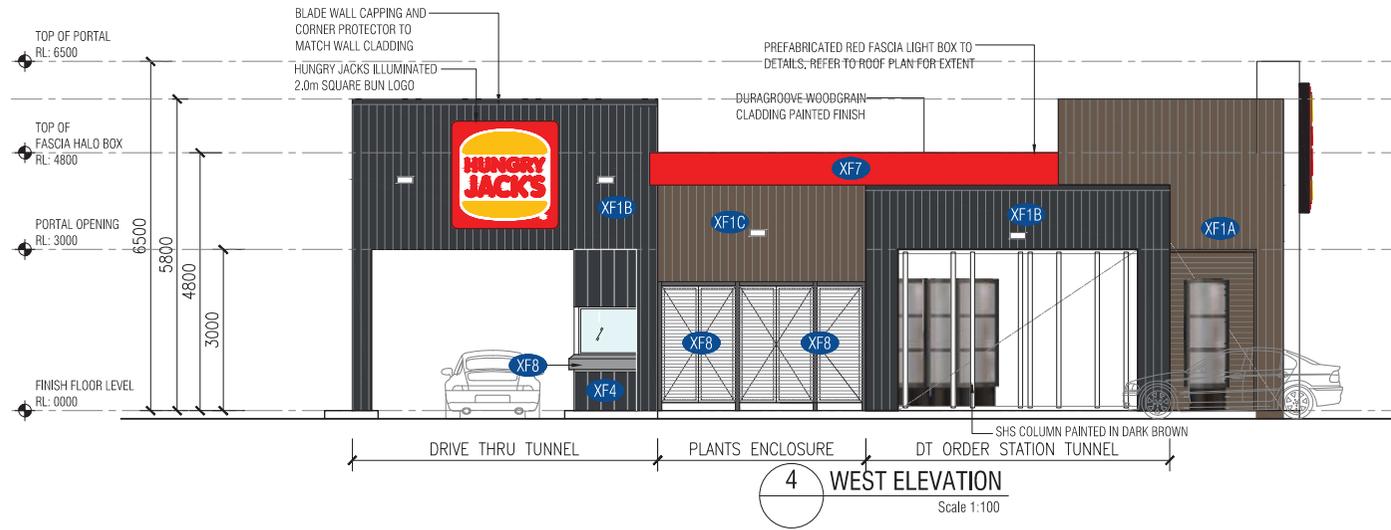
DRAWING	
PROPOSED FLOOR PLAN	
PROJECT NO. 151204	DATE JUNE 2016
SCALE 1:100@A3	DRAWING NO. DA02
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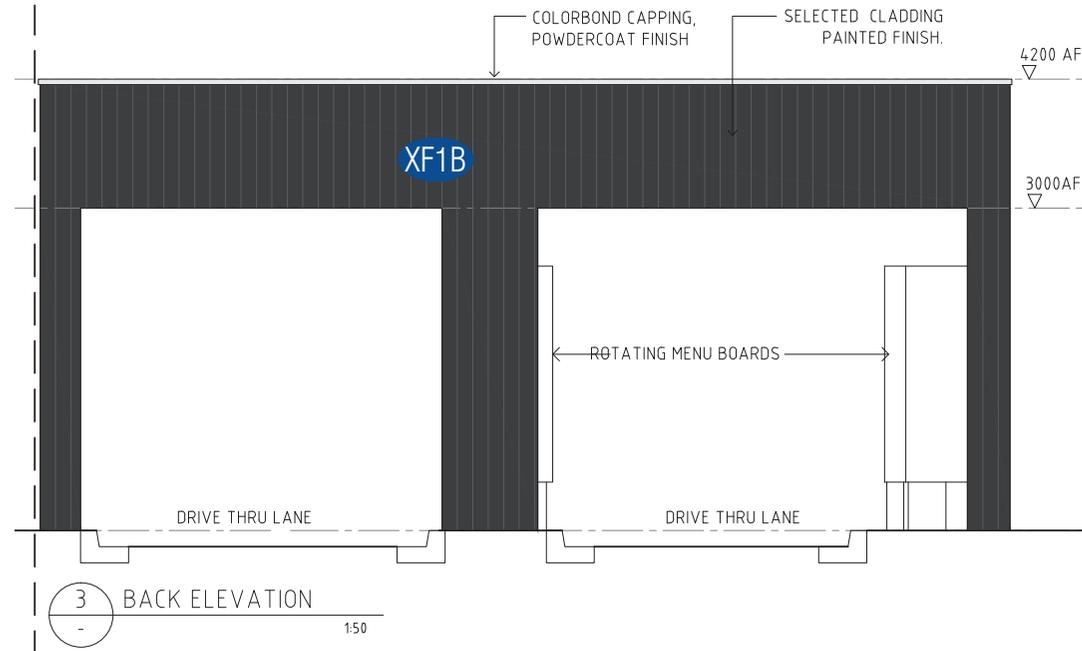
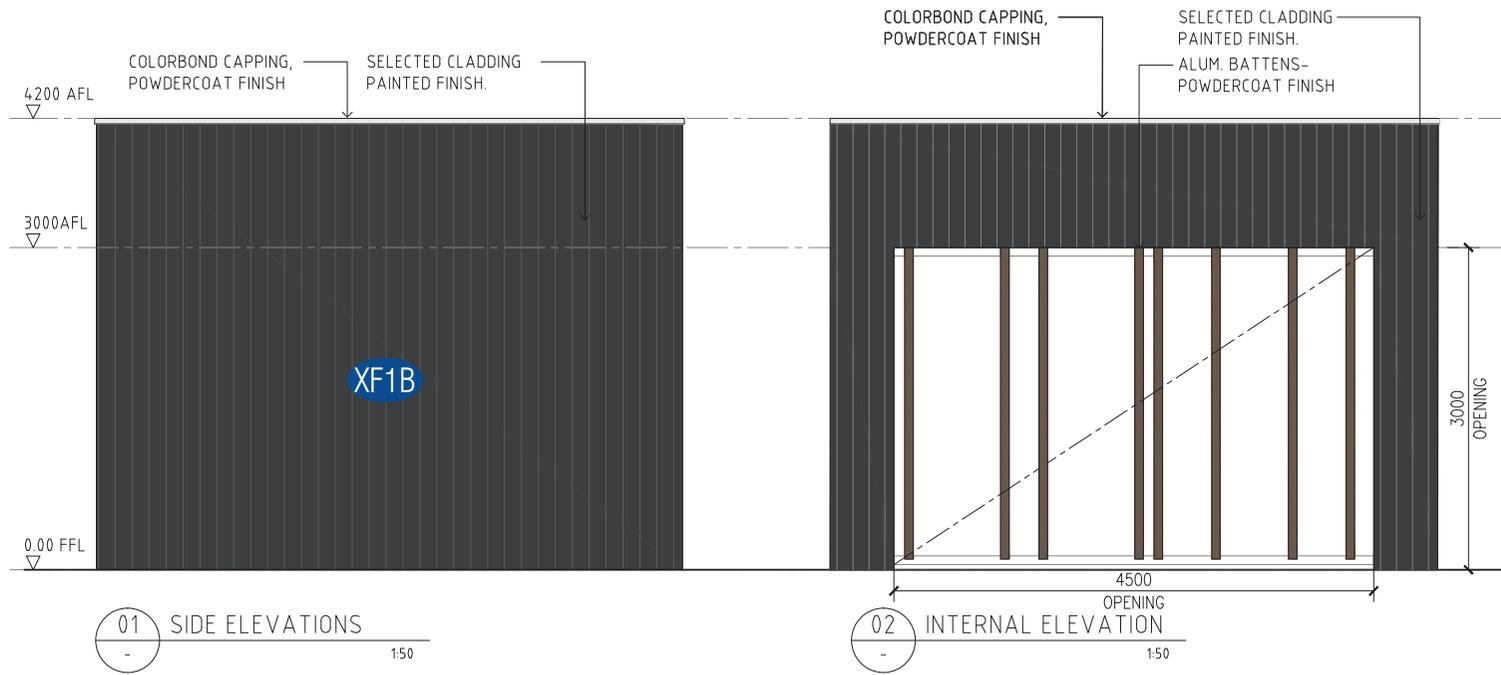
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	ELEVATIONS			PROJECT NO. 151204				DATE JUNE 2016	SCALE 1:100@A3	DRAWING NO. DA03
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	REV	DATE	AMENDMENT	DRW																			
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SCALE 1:100@A3	DRAWING NO. DA04																						
	REV. A																						



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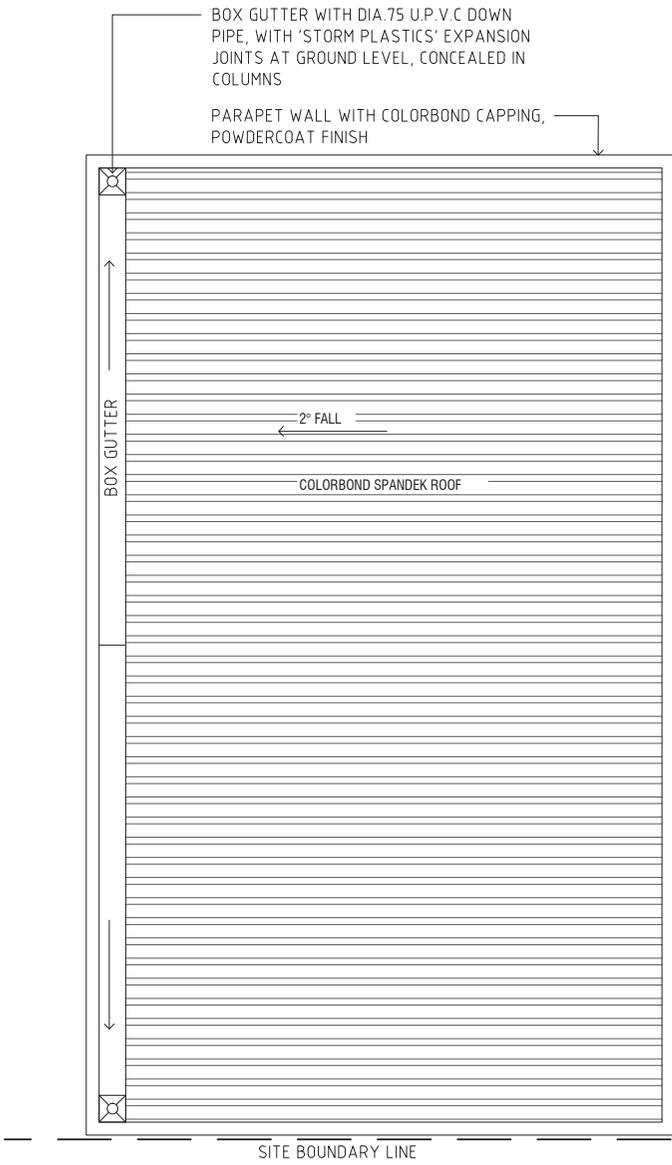
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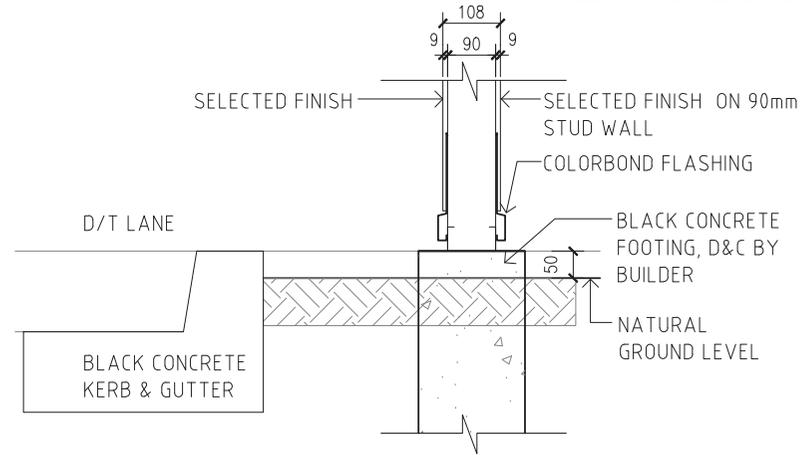
DESIGN : KAS Architects
 CHECKED : KS DRAWN :

DRAWING
DRIVE THRU ORDER
STATION DETAILS 2

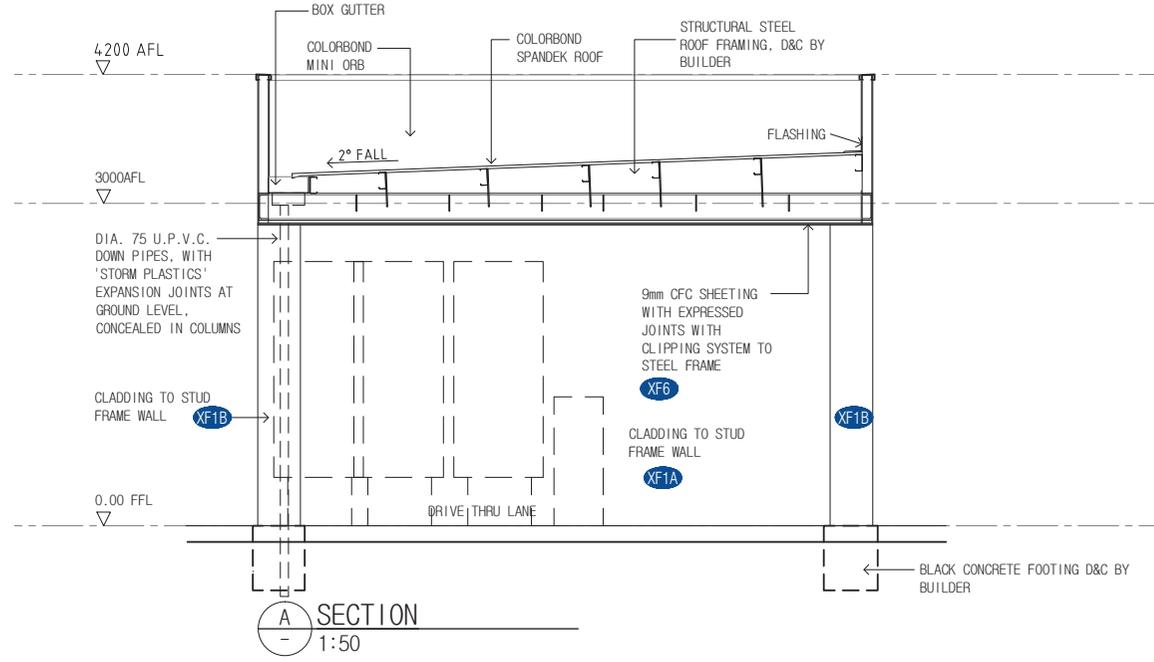
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SCALE AS SHOWN@A3	DRAWING NO. DA06
	REV. A



6 ROOF PLAN
- 1:50

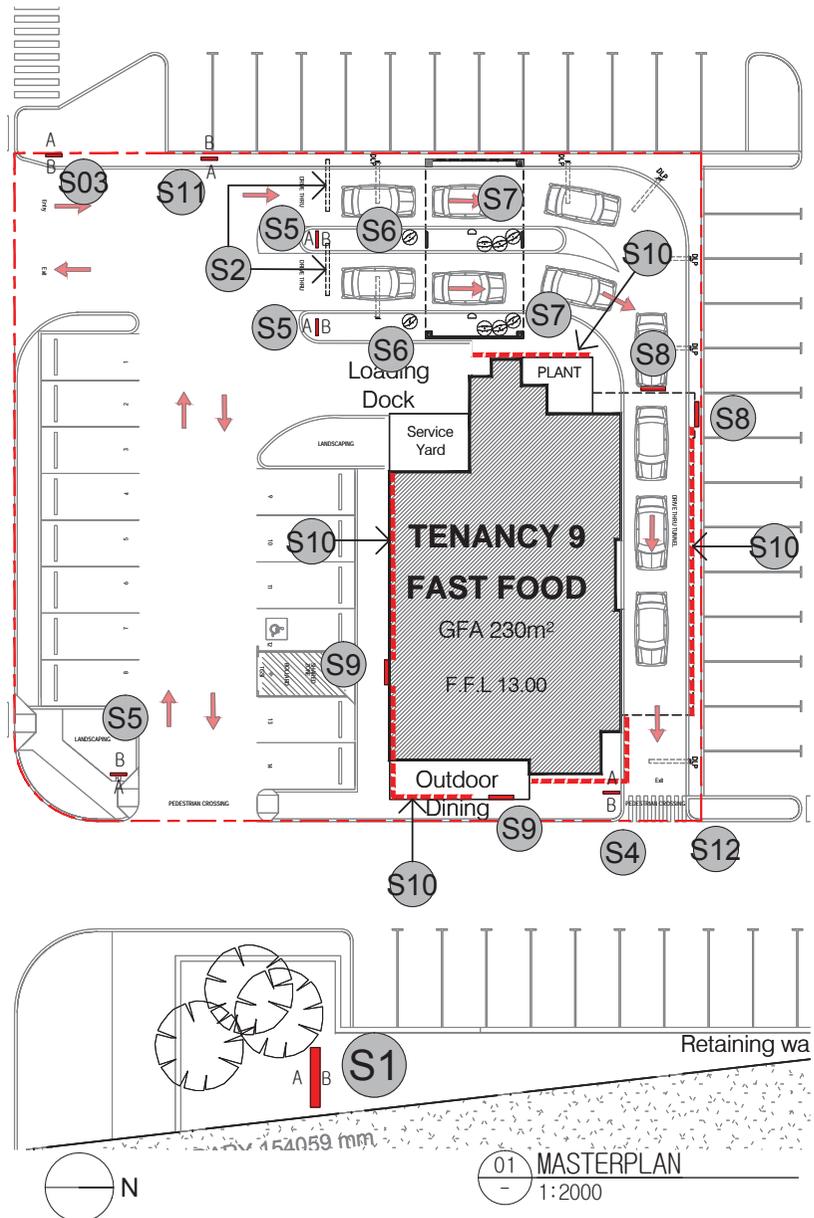


1 TYP. DT TUNNEL FOOTING DETAIL -
- 1:10

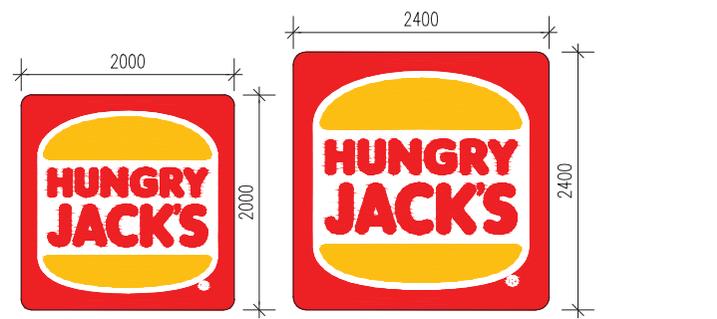


A SECTION
- 1:50

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	<p>A 03.06.16 FOR DA LJH</p> <p>A 14.06.16 ISSUE FOR TENDER - ROOF PLAN ADDED LJH</p>				<p>PROJECT NO. 151204 DATE JUNE 2016</p> <p>SCALE AS SHOWN@A3 DRAWING NO. DA07 REV. B</p>		

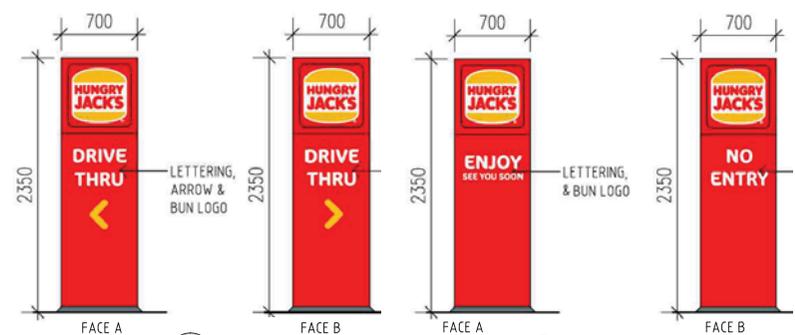


S1 PYLON SIGN
SCALE 150
ILLUMINATED 8m HIGH MONOLITH PYLON SIGN 24hrs / BREKKY 5am / DRIVE THRU / BUN LOGO' BOTH SIDES



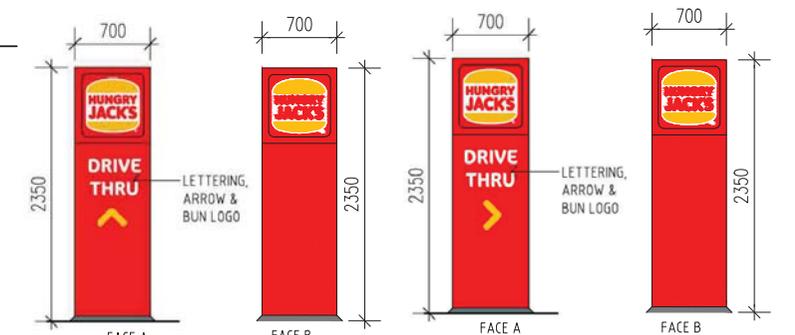
S8 BUN LOGO SCALE 150
ILLUMINATED HUNGRY JACK'S BUN LOGO (150mm DEEP)

S9 BUN LOGO SCALE 150
ILLUMINATED HUNGRY JACK'S BUN LOGO (150mm DEEP)



S3 DIRECTIONAL SCALE 150
ILLUMINATED DIRECTIONAL SIGN, 100mm DEEP

S4 DIRECTIONAL SCALE 150
ILLUMINATED DIRECTIONAL SIGN, 100mm DEEP



S5 DIRECTIONAL SCALE 150
ILLUMINATED DIRECTIONAL SIGN, 100mm DEEP

S11 DIRECTIONAL SCALE 150
ILLUMINATED DIRECTIONAL SIGN, 100mm DEEP

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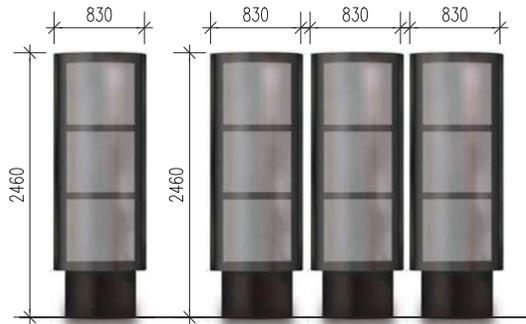
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PROJECT
HJs KWINANA
46 MEARES AVENUE
KWINANA BEACH WA 6167

DESIGN : KAS Architects
CHECKED: KS DRAWN:

DRAWING SIGNAGE PLAN & DETAILS		
PROJECT NO. 151204	DATE JUNE 2016	
SCALE AS SHOWN@A3	DRAWING NO. DA08	REV. A

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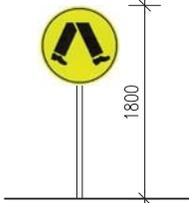


S6 PREVIEW BOARD
SCALE 150

ILLUMINATED DRIVE THRU PRE-READER MENUBOARD.
BUILDER TO INSTALL FOOTINGS

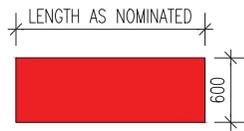
S7 MENUBOARD
SCALE 150

ILLUMINATED DRIVE THRU MENU BOARDS.
BUILDER TO INSTALL FOOTINGS.



S12 PEDESTRIAN CROSSING
SCALE 150

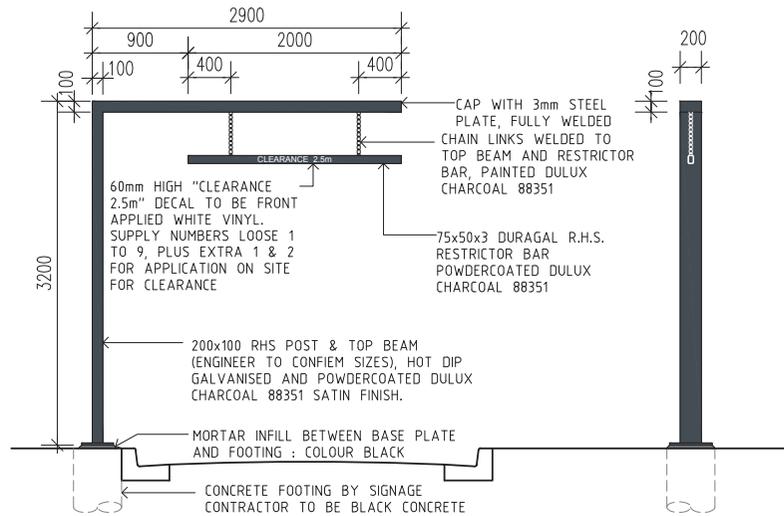
STANDARD PEDESTRIAN CROSSING SIGN COMPLY WITH RMS



S10 FASCIA BAND
SCALE 150

ILLUMINATED HUNGRY JACK'S FASCIA (150mm DEEP) REFER TO ELEVATION FOR THE LOCATION

NOTES:
SIGNAGE CONTRACTOR TO CONTACT HJ's FOR THE LATEST DESIGN GUIDELINE PRIOR TO PRICING AND CONSTRUCTION STAGES

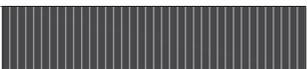


S02 HEIGHT BAR
SCALE 150 FRONT ELEVATION

S02 HEIGHT BAR
SCALE 150 SIDE ELEVATION

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<p>PROJECT NO. 151204</p> <p>SCALE AS SHOWN@A3</p>	<p>DATE JUNE 2016</p> <p>DRAWING NO. DA09</p>	<p>REV. A</p>																	

EXTERNAL FINISHES SCHEDULE				
CODE	DESCRIPTION	FINISH SPECIFICATION	LOCATION	SAMPLE PICTURE FOR REFERENCE ONLY
XF1	PAINT - BEIGE FC CLADDING OR BCG DURAGROOVE (WOODGRAIN FINISH)	BRAND: WATTYL SOLAGARD COLOUR NAME:ALTA SIERRA A43W/H090-A FINISH: SATIN FINISH APPLY CLEAR ANTI GRAFFITI COATING	EXTERIOR WALLS	
XF1A	PAINT - BEIGE BCG DURAGROOVE (WOODGRAIN FINISH) (VERTICAL)	BRAND: WATTYL SOLAGARD COLOUR NAME:ALTA SIERRA A43W/H090-A FINISH: SATIN FINISH APPLY CLEAR ANTI GRAFFITI COATING TO DURAGROOVE	EXTERIOR WALLS / FASCIA	
XF1B	PAINT - DARK GREY BCG DURAGROOVE (WOODGRAIN FINISH) (VERTICAL)	BRAND: DULUX COLOUR NAME: DOMINO GR10 FINISH: SATIN FINISH APPLY CLEAR ANTI GRAFFITI COATING TO DURAGROOVE	EXTERIOR WALLS	
XF1C	PAINT - STRING BCG DURAGROOVE (WOODGRAIN FINISH) (VERTICAL)	BRAND: DULUX COLOUR NAME: STRING P13_B6 FINISH: SATIN	EXTERIOR WALLS	
XF2	PAINT - DARK GREY COMPRESSED FIBRE CEMENT CLADDING	BRAND: DULUX COLOUR NAME: DOMINO GR10 FINISH: SATIN FINISH	WALLS GUTTERS, FASCIA & DOOR	
XF3	POWDER COATED FINISH	BRAND: DULUX COLOUR NAME: CHARCOAL FINISH: GLOSS	WINDOW & DOOR FRAMES	
XF4	WALL CLADDING MAXIMUM FIANDRE PORCELAIN PANELS	BRAND: GRANITI FIANDRE CODE: BISTRO	EXTERIOR WALLS	
XF6	PAINT - WHITE COMPRESSED FIBRE CEMENT CLADDING	BRAND: DULUX COLOUR NAME: LEXICON B16 FINISH: SATIN FINISH	EXTERIOR WALLS, SOFFITS AND CANOPY FASCIA	
XF7	PAINT - RED	ILLUMINATED LIGHT BOX OR PREFORMED FASCIA GLOSS ENAMEL PAINTED FINISH TO MATCH PMS 485 /3M 3630-143 POPPY RED	BUILDING FASCIA / METALWORK	
XF8	PAINT - DARK GREY TO MATCH XF2	COLORBOND FINISH / POWDER COATED	GUTTERS / GATES TO SERVICES PLANT ENCLOSURE	
XF9	COMPACT LAMINATE	BRAND: LAMINEX ALFRESCO COMPACT LAMINATE COLOUR NAME: MAGANESE	EXTERIOR TRAY & BIN ENCLOSURE	
XF10	EXTERNAL AWNING POWDERCOATED FINISH	BRAND: DULUX COLOUR NAME: SHALE GREY FINISH: SATIN	ENTRY AWNING, FULL HEIGHT WINDOW AWNING	
XF11	SLATTED ALUMINIUM CLADDING - TIMBER LOOK	BRAND: STRACO OR EQUAL COLOUR NAME: JARRAH	BIN ENCLOSURE	

NOTE: FINISHES LEGEND & SCHEDULES ARE TO BE READ IN CONJUNCTION WITH SPECIFICATION AND CONSTRUCTION DRAWINGS - REFER TO PLANS, ELEVATION & SECTION DRAWINGS AS DETAILED. CONTRACTORS ARE TO ENSURE ALL MATERIALS ARE TO BE ORDERED IN TIME TO MEET DEADLINE AS SCHEDULED OR CONTRACTOR SHALL BEAR THE COST OF AIR FREIGHTING MATERIALS IN TO MEET DEADLINE. ANY FINISHES RE-SELECTING WILL BE CHARGED TO BUILDER AT PER HOUR RATE ON ITEMS

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REV	DATE	AMENDMENT	DRW
A	27.05.16	ISSUE FOR DA	SF
A	14.06.16	ISSUE FOR DA	SF

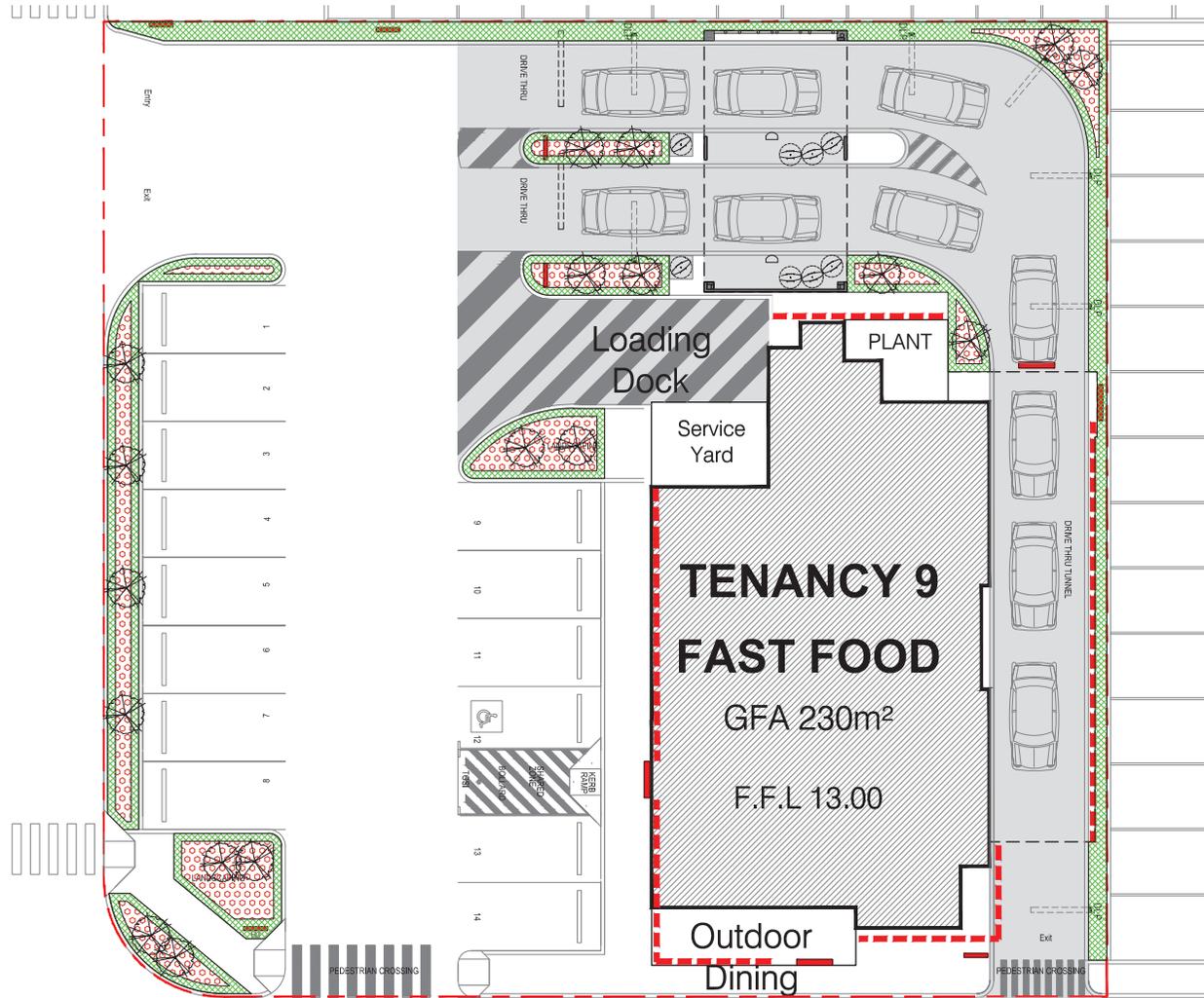
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 ABN 48 602 616 928
 PH : 02 9579 6292
 E : info@kasarchitects.com.au

PROJECT
HJs KWINANA
 46 MEARES AVENUE
 KWINANA BEACH WA 6167

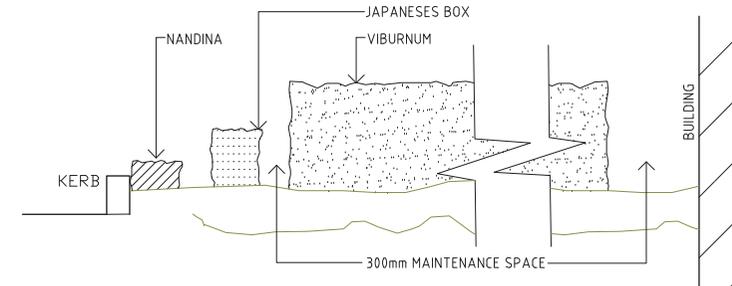
DESIGN : KAS Architects
 CHECKED : KS DRAWN :

DRAWING			
EXTERNAL FINISHES SCHEDULE			
PROJECT NO.	151204	DATE	JUNE 2016
SCALE	NTS@A3	DRAWING NO.	DA10
REV.			A

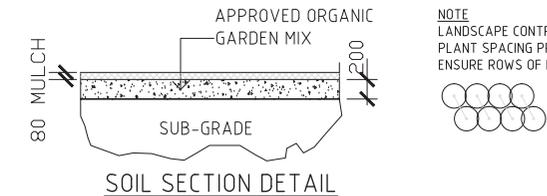


LANDSCAPE SCHEDULE

CODE	SCIENTIFIC NAME	COMMON NAME	SIZE (mm)	SPACING (mm)	MAINTAINED HEIGHT (mm)
	NANDINA DOMESTICA 'NANA'	DWARF NANDINA	200	400	200-300
	BUXUS MICROPHYLLA VAR. JAPONICA	JAPANESE BOX	200	400	500
	VIBURNUM TINUS 'LAURUSTINUS'	VIBURNUM (MATURE PLANTING)	200	1500	1000



TYPICAL PLANTING & MAINTENANCE SECTION



SOIL SECTION DETAIL

NOTE
LANDSCAPE CONTRACTOR TO CHECK ALL PLANT SPACING PRIOR TO CONSTRUCTION. ENSURE ROWS OF PLANTS ARE STAGGERED



NOTES

1.00 SITE PREPARATION

ANY EXISTING TREES AND VEGETATION TO BE RETAINED SHALL BE PRESERVED & PROTECTED FROM DAMAGE OF ANY SORT DURING THE EXECUTION OF THE CONSTRUCTION WORK. IN PARTICULAR, ROOT SYSTEMS OF EXISTING PLANTS MUST NOT BE DISTURBED IF POSSIBLE. ANY NEARBY SITE WORKS SHOULD BE CARRIED OUT CAREFULLY USING HAND TOOLS TO ENSURE THE SURVIVAL AND GROWTH OF EXISTING PLANTS. PROTECT BY FENCING OR ARMOURING WHERE NECESSARY. TREES SHALL NOT BE REMOVED OR LOPPED UNLESS SPECIFIC WRITTEN APPROVAL TO DO SO IS GIVEN OR IS INDICATED ON PLAN. STORAGE OF MATERIALS, MIXING OF MATERIALS, VEHICLE PARKING, DISPOSAL OF LIQUIDS, MACHINERY REPAIRS & REFUELLING, SITE OFFICE / SHEDS AND THE LIGHTING OF FIRES SHALL NOT OCCUR WITHIN THREE METRES OF ANY EXISTING TREES. DO NOT STOCKPILE SOIL, RUBBLE OR OTHER DEBRIS CLEARED FROM THE SITE, OR BUILDING MATERIALS, WITHIN THE DRIP LINE OF EXISTING TREES. VEHICULAR ACCESS SHALL NOT BE PERMITTED WITHIN THREE METRES OF ANY TREE.

2.0 SOIL PREPARATION

ALL PROPOSED PLANTING AREAS ARE TO BE DEEP RIPPED TO 200MM AND CLAY SOILS TO BE TREATED WITH CLAY BREAKER. 150MM DEPTH OF GOOD QUALITY PLANTING MIX TO BE IMPORTED AND COMBINED WITH 50MM OF AUSTRALIAN NATIVE LANDSCAPES GREEN LIFE COMPOST OR APPROVED EQUIVALENT. TO BE WORKED IN WITH ROTARY HOE. CARE SHALL BE TAKEN TO HAND CULTIVATE ANY AREA WHERE EXISTING TREE ROOTS EXIST TO PRESERVE HEALTH OF TREES.

3.0 NEW PLANTINGS

NEWLY PLANTED TREES AND LARGE SHRUBS SHOULD BE SECURED TO STAKES WITH HESSIAN TIES TO PREVENT ROCKING BY WIND. PLANTING HOLES FOR PLANT MATERIAL SHOULD BE LARGE ENOUGH IN SIZE TO TAKE ROOT BALL WITH ADDITIONAL SPACE TO TAKE BACK FILLING OF GOOD QUALITY PLANTING MIX. MATURE HEIGHTS OF PLANTINGS ARE THE GREATEST HEIGHT POSSIBLE IN IDEAL CONDITIONS. THESE HEIGHTS ARE SUBJECT TO PARTICULAR SITE CONDITIONS, POSSIBLE CONTAINER ENVIRONMENTS AND INTENDED HEDGING OR PRUNING FOR FUNCTIONAL REQUIREMENTS SUCH AS AVAILABLE WIDTH, INTENDED ACCESS UNDER BRANCHES AND SOLAR ACCESS. ALL PLANTS TO BE WELL GROWN, DISEASE FREE SOURCED FROM LOCAL NURSERY STOCK AND TRUE TO SPECIES TYPE. NO SPECIES TO BE SUBSTITUTED WITHOUT APPROVAL FROM ARCHITECT. NO VARIEGATED VARIETY TO BE USED UNLESS SPECIFIED IN PLANTING SCHEDULE. TREES SHALL COME IN CONTAINERS 35 LITRE IN SIZE OR MORE, IN POTS OR IN EQUIVALENT GROWING BAGS TO HAVE A DEVELOPED STRAIGHT STEM AND TRUNK CALLIPER AND TOTAL HEIGHT AND SPREAD EQUAL TO BEST NURSERY QUALITY AND SIZE FOR THE CONTAINER. ADVANCED SHRUBS SHALL BE WELL ESTABLISHED CONTAINER GROWN PLANTS WITH A SINGLE LEADING SHOOT WELL FURNISHED WITH BUDS AND LEAVES AND BE OF A TOTAL HEIGHT AND SPREAD EQUAL TO BEST NURSERY QUALITY AND SIZE FOR EACH NOMINATED SPECIES AND CONTAINER SIZE. SEMI-ADVANCED GROUNDCOVERS SHALL COME IN 150MM 5 LITRE POTS SHALL HAVE A STRONG PRIMARY SHOOT WITH DEVELOPING SECONDARY SHOOTS.

4.0 MULCHING

ALL PLANTING AREAS TO BE MULCHED WITH A MINIMUM 80MM THICK COVER OF 40mm PINE BARK AS SPECIFIED. MULCH AND THOROUGHLY SOAK ALL PLANTED AREAS WITH WATER. ALL MULCH SHALL BE FREE OF VEGETATIVE REPRODUCTIVE PARTS OF ALL WEED SPECIES. FINISH HEIGHT OF MULCH IS TO BE 20mm BELOW THE HEIGHT OF ADJOINING KERBS / PAVING.

5.0 FERTILISER

ALL PLANTING AREAS TO BE FERTILISED WITH 9 MONTH 'NPK' SLOW RELEASE FERTILISER. MASS PLANTED AREAS: ALLOW ONE SLOW RELEASE AGRIFORM PELLET PER 5-25 LITRE PLANT. ALL FERTILISERS TO BE APPLIED IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS. TURFED AREAS: SUPPLY AND INSTALL AGRIFORM SLOW RELEASE FERTILISER OR APPROVED EQUIVALENT LAWN START FERTILISER APPLIED AT THE RATE RECOMMENDED BY THE MANUFACTURER.

6.0 STAKING

TO THOSE PLANTS INDICATED ON THE PLANTING SCHEDULES PROVIDE: HARDWOOD STAKES AS NOMINATED AND DRIVEN INTO GROUND TO A DEPTH ABLE TO ACHIEVE RIGID SUPPORT AND TO FINISH A MINIMUM OF 800-1000MM ABOVE FINISHED LEVELS. PLACE STAKE AT EDGE OF PLANTS ESTABLISHED ROOT ZONE AND SUPPORT PLANT WITH HESSIAN TIED IN FIGURE EIGHT APPROXIMATELY 300-800MM (DEPENDENT ON PLANT) ABOVE FINISHED LEVELS AS REQUIRED. HESSIAN TO BE SECURELY STAPLED TO THE STAKE.

7.0 PLANT REQUIREMENTS

JAPANESE BOX (BUXUS SPP.) HEDGES TO BE CLIPPED TO 400MM HIGH AND PLANTED AT 400MM CENTRES UNLESS OTHERWISE INDICATED. NANDINA DOMESTICA 'NANA' TO BE CLIPPED AT A HEIGHT OF 200MM AND PLANTED AT 400MM CENTRES UNLESS OTHERWISE INDICATED. A MINIMUM SPACING BETWEEN SPECIES OF 200MM IS TO BE ACHIEVED AT ALL TIMES UNLESS OTHERWISE INDICATED. MASSES PLANTED AREAS ARE TO BE ALIGNED IN NEAT ROWS USING THE SPACING GUIDE PROVIDED IN THE PLANTING SCHEDULE FOR EACH INDIVIDUAL SPECIES.

8.0 SUB SOIL

EXTENT OF ROCK AND OTHER SUB-SOIL MATERIAL TO BE DETERMINED ON SITE. ALTERATIONS FOR ROCK EXCAVATION AND ADDITIONAL SUB-SOIL DRAINAGE TO BE APPROVED PRIOR TO PROCEEDING.

9.0 IRRIGATION SYSTEM

REFER TO SPECIFICATION FOR DRIP IRRIGATION SYSTEM REQUIREMENTS. IRRIGATION LINES MUST BE BURIED IN THE SOIL. SURFACE MOUNTED INSTALLATIONS COVERED BY MULCH ONLY WILL BE REJECTED.

10.0 MAINTENANCE

MAINTAIN ALL LANDSCAPING AS NECESSARY TO ESTABLISH A HIGH QUALITY OUTCOME. REFER TO THE SPECIFICATION FOR LANDSCAPE MAINTENANCE REQUIREMENTS AND TIMEFRAME / FREQUENCY. REFER TO THE SPECIFICATION FOR LANDSCAPE MAINTENANCE FORM WHICH IS REQUIRED TO BE FILLED OUT BY THE LANDSCAPE CONTRACTOR AND SIGNED BY THE STORE MANAGER AT EACH SITE VISIT.

CLIENT	HUNGRY JACK'S PTY. LTD. L6 - 100 WILLIAM STREET WOOLLOOMOOLOO NSW 2011	REV	DATE	AMENDMENT	DRW
		A	03.06.16	FOR REVIEW	SF
		A	14.06.16	FOR DA	SF

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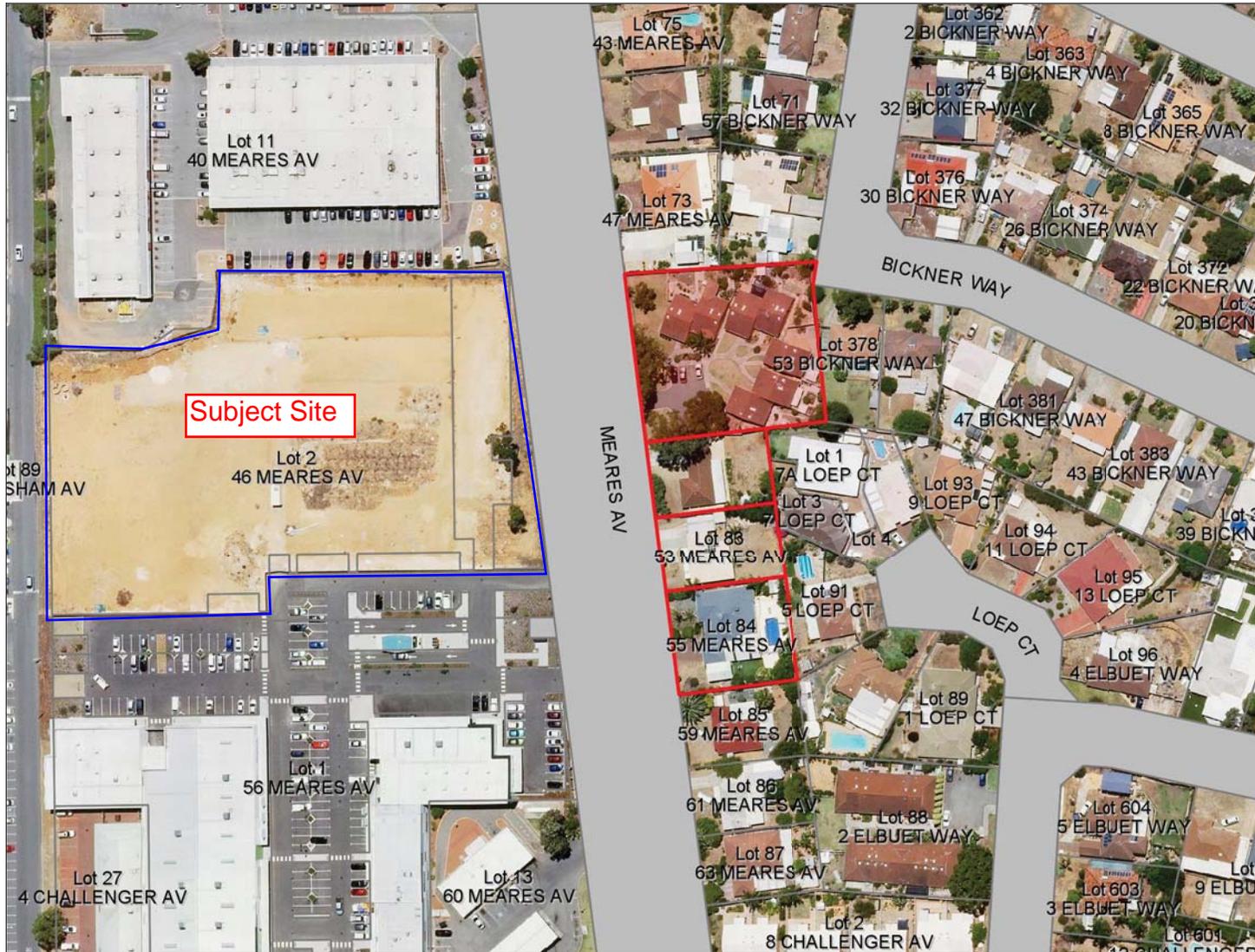


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PROJECT	HJs KWINANA 46 MEARES AVENUE KWINANA BEACH WA 6167	DRAWING	PROPOSED LANDSCAPE PLAN
DESIGN: KAS Architects	CHECKED: KS	PROJECT NO. 151204	DATE JUNE 2016
DRAWN:		SCALE 1:200@A3	DRAWING NO. DA11
			REV. A

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ATTACHMENT 17 - Location of Submitters - Highlighted Red



Subject Site



The City of Kwinana does not warrant the accuracy of the information in this publication and any person using or relying upon such information does so on the basis that the City of Kwinana shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

18/08/2016

1:1903



Attachment 18 – Schedule of Submissions

Submitter No.	NATURE AND SUMMARY OF SUBMISSION	CITY COMMENT
1	<p>Objection. Concerns regarding increase in traffic and entry to carparks</p>	<p>Noted. It is acknowledged that there are concerns about increased traffic from the current situation. It is the case however that the proposed application for Stage 2 will bring additional traffic to the current volumes experienced for Stage 1. This was anticipated as part of the Joint Development Assessment Panels (JDAP) approval in 2014 for the application made then for Stages 1 and 2. It is also a consequence of the City Centre location which promotes the Bulky Goods and Commercial Development Precinct.</p> <p>The two existing crossovers were constructed as part of Stage 1 of the development. An additional crossover is proposed as part of the application for service vehicles.</p> <p>The proponent submitted a Transport Impact Assessment Report which has been assessed by the City's Traffic Engineers which examined the impact of the additional driveway and they are satisfied that its location is not detrimental to traffic movement and safety along Meares Avenue. Further, that the development has no significant adverse impact on the capacity or safety of the surrounding road network.</p>
2	<p>Objection to the Drive-In Takeaway Food Shops.</p>	<p>Noted. The proposed uses Drive-In Takeaway Food Shops are permitted uses under the Scheme for this lot. To seek to minimise impacts,</p> <p>1) City Officers have discussed the issue of setbacks to the existing residential areas with the applicant and the development has been designed to ensure the Drive-In Takeaway Food Shops are setback as far away as possible from Meares Avenue. The development, at its closest point, is setback 13 metres from the Meares Avenue boundary and the road verge in front of the subject site is also 15 metres wide providing further separation. In all, after taking account of the full road reserve and residential setbacks, there is a separation</p>

Attachment 18 – Schedule of Submissions

	<p>Will result in increased noise, odour, rubbish and children loitering. Object to operating hours of Hungry Jacks due to noise impact.</p>	<p>of about 50 to 55 metres from the Drive-In Takeaway Food Shops and the residential dwellings (and further for the showroom uses).</p> <p>2) There are level differences which assist to reduce light spill from the development, particularly vehicle lights as the ground levels of the Stage 2 site is 1.5 to 1.8 metres lower than the Meares Avenue road reserve and residential dwellings on the east side of Meares Avenue. The level differences are greater on the southern side of the site and decrease further north. This will assist to reduce light from headlights on vehicles using the Drive-In Takeaway Food Shops. In addition, the City has also been in discussion with the applicant about fencing and landscaping atop the retaining wall for the drive through sections of the Drive-In Takeaway Food Shops to provide additional screening benefit. A condition has been included to this effect.</p> <p>3) City Officers are recommending a number of conditions focused on limiting the off site impacts of noise, lighting and odour associated with the commercial development on an ongoing basis and during construction.</p> <p>A Revised Acoustic Report was provided by the applicant as part of the application adding to that already provided for Stages 1 and 2 as part of JDAP approvals in 2014. This Report demonstrates how the development is to comply with noise emissions under the Environmental Protection (Noise Regulations) 1997. It seeks to limit noise impacts from roof equipment (including air conditioning), from deliveries and the use of drive through in the food outlets.</p> <p>City Officers are also requiring a Noise Management Plan to be prepared and implemented to the City's satisfaction to address noise associated with the operation and use of the drive in takeaway food</p>
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Attachment 18 – Schedule of Submissions

	<p>Not opposed to remainder of the development</p>	<p>shops which is proposed to operate 24 hours. Advice from the applicant is that the operator has a number of stores throughout Perth that are open for 24hrs. It is however not their usual practice to operate the dining room for 24 hours. The common operating hours for the dining room is between 5 or 6am -10 or 11pm.</p> <p>An odour Management Plan is required as a condition of approval to the satisfaction of the City.</p> <p>Noted.</p>
<p>3</p>	<p>Objection.</p> <p>Legality of Autoshop approval in Stage 1 – is more suited to a commercial setting</p> <p>Noise from kids and cars</p> <p>Safety issues, Increase in traffic</p>	<p>Noted.</p> <p>The Auto Shop is a Permitted Use under the City’s scheme approved by the Joint Development Assessment Panel.</p> <p>City Officers are also requiring a Noise Management Plan to be prepared, adopted and implemented to address noise associated with the operation and use of the drive in takeaway food shops (one of which is at least proposed to operate 24 hours).</p> <p>The proponent submitted a Transport Impact Assessment Report which has been assessed by the City’s Traffic Engineers which examined the impact of the additional driveway and are satisfied that its location is not detrimental to traffic movement and safety along Meares Avenue. Further, that the development has no significant adverse impact on the capacity or safety of the surrounding road network. .</p>

Attachment 18 – Schedule of Submissions

	<p>Impacts to elderly people across the road</p>	<p>The City is recommending a range of approval conditions which focus on minimising amenity impacts.</p> <ol style="list-style-type: none">1) City Officers have discussed the issue of setbacks to the existing residential areas with the applicant and the development has been designed to ensure the Drive-In Takeaway Food Shops are setback as far away as possible from Meares Avenue. The development, at its closest point, is setback 13 metres from the Meares Avenue boundary and the road verge in front of the subject site is also 15 metres wide providing further separation. In all, after taking account of the full road reserve and residential setbacks, there is a separation of about 50 to 55 metres from the Drive-In Takeaway Food Shops and the residential dwellings (and further for the showroom uses).2) There are level differences which assist to reduce light spill from the development, particularly vehicle lights as the ground levels of the Stage 2 site is 1.5 to 1.8 metres lower than the Meares Avenue road reserve and residential dwellings on the east side of Meares Avenue. The level differences are greater on the southern side of the site and decrease further north. This will assist to reduce light from headlights on vehicles using the Drive-In Takeaway Food Shops. In addition, the City has also been in discussion with the applicant about fencing and landscaping atop the retaining wall for the drive through sections of the Drive-In Takeaway Food Shops to provide additional screening benefit. A condition has been included to this effect.3) City Officers are recommending a number of conditions focused on limiting the off site impacts of noise, lighting and odour associated with the Drive In Takeway Food Shops on an ongoing basis and during construction.
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Attachment 18 – Schedule of Submissions

		<p>Ultimately, however, the site is situated within the Kwinana City Centre and is zoned for shopping and business. There may well be benefits to residents given the services and retail / leisure opportunities (Gym and Indoor Pool) on offer as part of the development.</p>
<p>4</p>	<p>Objection to the Drive-In Takeaway Food Shops.</p>	<p>Noted. The proposed Drive-In Takeaway Food Shops are permitted uses under the Scheme. To seek to minimise impacts,</p> <ol style="list-style-type: none"> 1) City Officers have discussed the issue of setbacks to the existing residential areas with the applicant and the development has been designed to ensure the Drive-In Takeaway Food Shops are setback as far away as possible from Meares Avenue. The development, at its closest point, is setback 13 metres from the Meares Avenue boundary and the road verge in front of the subject site is also 15 metres wide providing further separation. In all, after taking account of the full road reserve and residential setbacks, there is a separation of about 50 to 55 metres from the Drive-In Takeaway Food Shops and the residential dwellings (and further for the showroom uses). 2) There are level differences which assist to reduce light spill from the development, particularly vehicle lights as the ground levels of the Stage 2 site is 1.5 to 1.8 metres lower than the Meares Avenue road reserve and residential dwellings on the east side of Meares Avenue. The level differences are greater on the southern side of the site and decrease further north. This will assist to reduce light from headlights on vehicles using the Drive-In Takeaway Food Shops. In addition, the City has also been in discussion with the applicant about fencing and landscaping atop the retaining wall for the drive through sections of the Drive-In Takeaway Food Shops to provide additional screening

Attachment 18 – Schedule of Submissions

	<p>Objections to the noise and lighting associated with the construction phase during the evenings and early hours of the morning after and before approved timeframes. This includes vehicle noises, radio noises, lighting during the evening and early morning.</p> <p>Objections to the noise and lighting and activities associated with the daily operations of businesses in completed Stage 1.</p>	<p>benefit. A condition has been included to this effect.</p> <p>City Officers are recommending a number of conditions focused on limiting the off site impacts of noise, lighting and odour associated with the Drive In Takeaway Food Shops on an ongoing basis and during construction. This includes a Noise Management Plan aimed at addressing nuisance noise from the shops. Advice from the applicant is that the operator has a number of stores throughout Perth that are open for 24hrs. It is however not their usual practice to operate the dining room for 24 hours. The common operating hours for the dining room is between 5 or 6am - 10 or 11pm</p> <p>Noted. The City is recommending a condition requiring that a Construction Management Plan be prepared and approved by the City prior to the lodgement of a building permit application for the application which addresses the hours of operation and methods to be employed to mitigate adverse impacts associated with noise, dust lift off, odour and lighting during construction. The construction phase shall be implemented in accordance with the approved plan.</p> <p>Noted. A Development Approval was issued for Stage 1 of the Bulky Good Commercial Development in 2014 by the JDAP and the development must meet specific approval conditions made at that time. Concerns should be raised with the City which can investigate and take action on any unauthorised or illegal actions.</p>
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Form 1 - Responsible Authority Report

(Regulation 12)

Property Location:	Lot 2 (46) Meares Avenue, Kwinana Town Centre
Application Details:	Proposed Bulky Goods Commercial Development
DAP Name:	Metro – South West
Applicant:	Rowe Group
Owner:	Santavale (Kwinana) Pty Ltd
LG Reference:	DA8681
Responsible Authority:	City of Kwinana
Authorising Officer:	Jessica Birbeck – Planning Officer – City of Kwinana
Department of Planning File No:	DAP/16/01078
Report Date:	2 August 2016
Application Receipt Date:	7 July 2016
Application Process Days:	60 Days
Attachment(s):	<ol style="list-style-type: none"> 1: Site Plan - SK012 A101 - June 2016 2: Building C Ground Floor Plan - SK012 A102 - April 2016 3: Building C Elevation Plans - SK012 A103 - April 2016 4: Visual Elevation Plan - SK012 A104 - April 2016 5: Tenancy 8 Ground Floor Plan & Elevation Plans - SK012 A105 - June 2016 6: Tenancy 9 Site Plan - DA01 REV A - June 2016 7: Tenancy 9 Floor Plan - DA02 REV A - June 2016 8: Tenancy 9 Elevation Plans - DA03 REV A - June 2016 9: Tenancy 9 Elevation Plans - DA04 REV A - June 2016 10: Tenancy 9 Drive Thru Order Station Details 1 - DA05 REV A - June 2016 11: Tenancy 9 Drive Thru Order Station Details 2 - DA06 REV A - June 2016 12: Tenancy 9 Drive Thru Order Station Details 3 - DA07 REV B - June 2016 13: Tenancy 9 Signage Plan & Details - DA08 REV A - June 2016 14: Tenancy 9 Signage Details - DA09 REV A - June 2016 15: Tenancy 9 External Finishes Schedule - DA10 REV A - June 2016 16: Tenancy 9 Proposed Landscape Plan - DA11 REV A - June 2016 17: Map of Location of submitters 18: Schedule of Submissions

Officer Recommendation:

That the Metropolitan South West JDAP resolves to:

Approve DAP Application reference DAP/16/01078 and accompanying plans SK012-A101, SK012-A102, SK012-A103, SK012-A104, SK012-A105, DA01-REV A, DA02-REV A, DA03-REV A, DA04-REV A, DA05-REV A, DA06-REV A, DA07-REV B, DA08-REV A, DA09-REV A, DA10-REV A, DA11-REVA in accordance with Clause 6.1 of the City of Kwinana Town Planning Scheme No. 2, subject to the following conditions as follows:

Conditions

1. This decision constitutes planning approval only and is valid for a period of two years from the date of approval. If the subject development is not substantially commenced within the two year period, the approval shall lapse and be of no further effect.
2. The premises being kept in a neat/tidy condition at all times by the owner/occupier to the satisfaction of the City of Kwinana.
3. The applicant shall implement dust control measures for the duration of site works to the satisfaction of the City of Kwinana.
4. Landscaping areas, vehicle parking spaces, accessways and all other details as provided on the development plans are to be installed prior to occupying the proposed development and maintained thereafter by the owner/occupier to the satisfaction of the City of Kwinana.
5. The development being connected to a reticulated deep sewer to the satisfaction of the Water Corporation.
6. The proposed building walls being applied with anti-graffiti treatment to the satisfaction of the City of Kwinana.
7. Any graffiti, vandalism or damage to the proposed development shall be made good immediately by the landowner to the satisfaction of the City of Kwinana.
8. A minimum of 755 square metres of the subject site to be landscaped and maintained to a high standard to the satisfaction of the City of Kwinana. Details are to be provided in the landscaping plan referred to in Condition 10 below.
9. Shade trees are to be provided within car parking areas at a rate of 1 tree per 5 parking bays. Details are to be submitted in the landscaping plan outlined in Condition 10 below.
10. A Landscaping and Fencing Plan which outlines the proposed species and location of vegetation, proposed reticulation layout and colour, materials and finishes of any proposed fencing is required to be submitted to the City of Kwinana for approval within 90 days of the date of this approval and implemented to the satisfaction of the City within 60 days of the practical completion of construction.

11. The provision of 159 vehicle parking bays in accordance with Australian Standard AS2890, to be clearly marked on the ground and constructed of bitumen, brick or concrete and drained prior to occupation to the satisfaction of the City of Kwinana.
12. Prior to any part of the development being occupied, the owner shall:
 - a) Modify the existing public access easement over Lot 2 (No.46) Meares Avenue, Kwinana Town Centre to extend over the areas of car parking and all other trafficable areas (excluding the bays and trafficable area associated with Tenancy 9 shown within the red dashed area (lease area) on DA01 Revision A – Site Plan) within the proposed development;
 - b) Modify the existing deed with the City of Kwinana to extend over the areas of car parking on the whole site (excluding the bays and trafficable area associated with Tenancy 9 shown within the red dashed area (lease area) on DA01 Revision A – Site Plan) and ensure that the parking remains available for all tenancies and the public; and
 - c) The easement and deed document shall be prepared by the City's solicitors at the owner's cost and shall include all usual terms and conditions for agreements of this type.
13. The provision of an additional 5 bicycle parking spaces designed in accordance with Austroads Guide to Traffic Engineering Practice Part 14 – Bicycles 10.3 and AS2890.3, to the satisfaction of the City of Kwinana. Details being provided within 90 days of the date of this approval.
14. No goods or materials are to be placed or stored or offered for sale within car parking areas, access roads or on any footpath at any time. Storage of goods or materials shall be confined to designated service areas only.
15. All existing and proposed trafficked routes within the subject lot being sealed and drained to comply with City of Kwinana Trafficable Area Specifications.
16. Crossovers to be located and constructed to the specifications and satisfaction of the City of Kwinana.
17. All proposed pedestrian paths within the development are to connect into the existing network of public footpaths. Details shall be submitted to the City for approval within 90 days of the date of this approval and works carried out in accordance with the approved plan prior to occupancy.
18. The updated Signage Strategy for Stage 1 & 2 of Lot 1 & 2 Meares Avenue Kwinana Town Centre (dated 30/06/16) being implemented to the satisfaction of the City of Kwinana.
19. Signage is to be kept clean and free from unsightly matter including graffiti at all times by the owner/occupier to the satisfaction of the City of Kwinana.
20. Signage associated with a business is to be removed upon vacancy of the business
21. Rubbish bins are to be stored in the designated bin storage areas only. No storage of rubbish, recyclables or other stock within parking areas or access roads.

22. A Drainage Management Plan to be provided to the City for approval within 90 days of the date of this approval in accordance with Council's requirements demonstrating stormwater is able to be contained and disposed of on-site for the car parking, driveways and roofed areas.
23. Any proposed transformers, services, storage and deposit areas must be screened from view, air conditioners screened and/or located in areas with minimal impact on the public domain and television antennas or satellite dishes or such like to be located in roof space or as otherwise determined to the satisfaction of the City of Kwinana.
24. Any proposed hydrants, booster cabinets or tanks being suitably screened from view to the satisfaction of the City of Kwinana. Details being provided within 90 days of the date of this approval.
25. The development being suitably lit in accordance with Australian Standard AS4282 – Control of Obtrusive Effects of Outdoor Lighting. Details to be provided to the City as part of a Lighting Compliance Report which will demonstrate compliance prior to the lodgement of a building permit application to the satisfaction of the City of Kwinana.
26. The proponent is to submit to the City of Kwinana for approval prior to the submission of a building permit for the development a Waste Management Plan that details bin enclosure areas, bin storage areas and bin collection points in the development, written agreement allowing the City's waste contractors to enter the property to service bins, details of public liability insurance to cover damages and injury that may occur as the result of waste collections carried out by the City of Kwinana's contractor and to demonstrate that tenants will have access to bin enclosures and collection points when required by the City of Kwinana.
27. The side entry pit and street trees located within the area identified for the new crossover to Meares Avenue to be relocated at the cost of the landowner to the satisfaction of the City of Kwinana. Details being provided prior to the lodgement of a building permit application.
28. Prior to the lodgement of a building permit application the applicant shall submit, for approval, an Amended Acoustic Report and Noise Management Plan to the satisfaction of the City of Kwinana. The report and Noise Management Plan shall address the noise emissions and its ongoing management from the development on the site. The Noise Management Plan will demonstrate the means by which the applicant and tenancies will address any potential nuisance noise associated with the operation and use of the site and in particular, the Drive-In Takeaway Food Shops.
29. Prior to the lodgement of a building permit application the applicant shall submit, for approval, an odour management plan to the satisfaction of the City of Kwinana. The report shall detail the management of odour emissions from the fast food outlets.
30. Prior to the lodgement of a building permit application the applicant shall submit, for approval, a Construction Management Plan to the satisfaction of the City of Kwinana. The plan shall detail and address the construction program

(including but not limited to site opening and closing times, dust management, construction noise management) proposed for the development.

31. Suitable screening and/or landscaping is to be provided on the Meares Avenue frontage for each drive-through to minimise the extent of headlight spill and glare on the adjoining residential properties for the Drive-in Takeaway Food Shops of a height and appearance to the satisfaction of the City.

Advice Notes

1. The applicant is advised that all future development must be submitted to the City of Kwinana prior to the commencement of works or alteration of land use.
2. Should the applicant be aggrieved by the decision or any condition imposed, then an appeal should be lodged with the State Administrative Tribunal within 28 days of the date of this decision.
3. The applicant is further advised that this is not a building permit the City of Kwinana issues to enable construction to commence. A building permit is a separate Council requirement and construction cannot be commenced until a building permit is obtained.
4. The applicant should ensure that the proposed development complies with all other relevant legislation, including but not limited to, the Environmental Protection Act 1986 and Regulations, Health Act 1911 and Regulations, and the National Construction Code.
5. In respect to Conditions 4, 8, 9 and 10, it should be noted that the Kwinana Town Centre Master Plan and Design Guidelines include a schedule of plants for use for landscaping within the City Centre. The Landscaping and Fencing Plan should select plants from this schedule.
6. All tenancies proposing to carry out a food business must comply with the Food Act 2008 and Food Regulations 2009. An Application to Construct or Alter a Food Business and an Application for Notification or Registration of a Food Business shall be submitted to, and approved by, the City of Kwinana prior to the fit out of the tenancy.

Background:

Insert Property Address:	Lot 2 (46) Meares Avenue, Kwinana Town Centre
Insert Zoning	MRS: Urban
	TPS: Shopping / Business Zone – Commercial Precinct
Insert Use Class:	Showrooms, Drive-In Takeaway Food Shop
Insert Strategy Policy:	City of Kwinana – Kwinana Town Centre Master Plan and Design Guidelines
Insert Development Scheme:	City of Kwinana Town Planning Scheme No. 2 & 3

Insert Lot Size:	13683m ²
Insert Existing Land Use:	Stage 1 – Bulky Goods Commercial Development (constructed) (Lot 1 Meares Avenue) Stage 2 (Lot 2 Meares Avenue) - vacant site
Value of Development:	\$ 6 Million

Site History

Approval was issued by the Metro South-West JDAP on 11 February 2014 for proposed Bulky Goods Commercial Development, Stages 1 and 2 (DA7888, DP/13/00855) at Lot 28 Challenger Avenue & Lot 29 Meares Avenue, Kwinana Town Centre. The development comprised of 15 Showroom/Bulky Retail tenancies, a Swim School, Gymnasium, an Automotive Service Centre & a small Drive-In Coffee Shop.

In July 2014, the Western Australian Planning Commission (WAPC) issued a subdivision approval to amalgamate and re-subdivide Lot 28 and 29 (14989), as per the proposed lot boundaries identified in the Development Approval plans.

A Form 2 approval was subsequently issued by the Metro South-West JDAP on 13 August 2014 for the same development and site (DA7888-02, DP/13/00855). The application featured minor amendments to the Form 1 approval including amended building pad levels, parking configurations, building footprints and pedestrian crossings.

Subdivision clearance was issued on 25 September 2015 by the City of Kwinana. The new lots were created, amending the lot numbers of Lot 28 & 29 to Lot 1 & 2 Meares Avenue, Kwinana Town Centre.

A change of use application was approved by the City of Kwinana (DA8202) on 22 January 2016 for four tenancies within Stage 1 of the Commercial Development. The application proposed to reconfigure and change the uses of tenancies 4a, 4b, & 5b to a Medical Centre, Office, Showroom & Veterinary Clinic respectively.

Proposal

This application is for a Bulky Goods Commercial Development consisting of seven Showroom buildings and two Drive-In Takeaway Food Shops for Stage 2 of the Meares Avenue Commercial Development. One of the Drive-In Takeaway Food Shops is proposed to operate 24 hours. It effectively supersedes Stage 2 of the previous JDAP development issued in February 2014. That previous approval consisted of ten showroom buildings within Stage 2.

The applicant has advised that one of the Showroom tenancies is now to be potentially occupied by a 'Heath Studio' use and as such, is considered as part of this application.

Legislation & policy:

The legislative framework providing for the assessment and determination of the subject application is as follows;

Legislation

Metropolitan Region Scheme

City of Kwinana Town Planning Scheme No. 2

City of Kwinana Town Planning Scheme No. 3

Kwinana Town Centre Master Plan and Design Guidelines

City of Kwinana Draft Local Commercial and Activity Centres Strategy

State Planning Policy 4.2 – Activity Centres for Perth and Peel

Consultation:

Public Consultation

Table 1 of the City of Kwinana's Town Planning Scheme No 3 classifies the proposed uses 'Showroom', 'Drive-In Take Away Food Shop' & 'Health Studio' as Permitted ('P') uses. Given the classification of the uses under Town Planning Scheme No. 3 (TPS 3) as P, the City would not normally advertise the proposal. In this instance however, given the scale of this proposal and the fact that the proposal significantly differs from the original approvals with the inclusion of two Drive-In Take Away Food Shops, the City has decided to advertise the proposal to the adjacent residential property owners.

The City advertised the proposal to the residential properties on the eastern side of Meares Avenue, between Chisham Avenue and Challenger Avenue. The proposal was referred to these property owners on 20 July 2016 for a period of 21 days, with submissions due on or before 11 August 2016.

During this period a total of four submissions were received. The location of the lots from whom submissions were made, and, the Schedule of Submissions can be found in Attachments 17 and 18. The key issues are discussed later in this report.

Planning assessment:

The application has been considered by the City against a range of documents applicable to the development, including the City's Town Planning Schemes and the Kwinana Town Centre Master Plan and Design Guidelines. The City has two Town Planning Schemes. TPS 3 applies to the City Centre area and Town Planning Scheme No. 2 (TPS 2) applies to the remainder of the land within the Kwinana district. Whilst the site is outside the scheme area of TPS 2, Clause 1.7 of TPS 3 states that;

"The provisions of the Scheme are in addition and complementary to the provisions of the Operative Town Planning Scheme published in the Government Gazette and controlling development throughout the entire Municipal Area.

All of the provisions of the Operative Town Planning Scheme shall continue to apply to the 'Scheme Area' except that where there is inconsistency between the specific provisions of the operative Town Planning Scheme and 'the Scheme', the Scheme shall prevail."

Therefore, the City is also considering the provisions of TPS 2, so far as the Scheme is applicable, to assess the proposed development.

TPS 3

The subject site is zoned Shopping/Business under TPS 3 and located in the Commercial Precinct of the Town Centre. The objectives of the Shopping/Business zone are identified as, *“To accommodate retail and commercial use and development necessary to meet the district level shopping needs of the community.”*

The proposed uses ‘Showrooms’, ‘Drive-In Takeaway Food Shop’ and ‘Health Studio’ are permitted uses under the Scheme. As well as segregating land into zones, TPS 3 also has a number of policy precincts. In relation to the policy precincts within the Scheme, Clause 4.2.1 of TPS 3 states;

“Council when considering proposals to use and develop land or buildings within precinct areas shall have regard to Table 1, stated Precinct Land Use Policies and Predominant Uses listed hereafter and also the Town Centre Strategy Plan, Scheme Area Policies and Scheme development requirements referred to in Part III of the Scheme. In the case of subdivision proposals, Council shall have regard to the Precinct Policies when making a recommendation to the Western Australian Planning Commission.”

And goes on to state that Council;

“may grant approval to uses and development or classes of uses and development not listed as Predominant Uses provided that Council is satisfied that the proposals are consistent with Precinct Land Use Policies.

Council in considering proposals for uses not listed as Predominant Uses within a specific precinct shall have regard to uses listed as Predominant Uses in other precincts and shall be satisfied that approval does not undermine the viability or level of service of these Predominant Uses, whether existing or planned.”

The subject site is located within the Commercial Precinct. Clause 4.5.8.1 of TPS 3 identifies the predominant land uses within the Commercial Precinct as follows;

- Boat Sales
- Funeral Parlour
- Open Air Display
- Service Station
- Trade Display
- Bulk Retail
- Offices
- Service Industry
- Showrooms
- Vehicle Sales
- Veterinary Clinic
- Warehouse

The main use of the development is a showroom use which is a predominant use within the Commercial Precinct. The other proposed uses on Stage 2 of the site is Drive-In Takeaway Food Shop and Health Studio. Whilst a Drive-In Takeaway Food

Shop is not a predominant use with the Commercial Precinct, the use is a permitted use within the Shopping/Business zone.

TPS 3 does indicate that the Market Square and Entertainment/Eating House Precincts (situated along Chisham Avenue – eg 'Main Street') are the most appropriate precincts for food outlets to be located. The key focus on those precincts however is for 'walk in' restaurants and café uses rather than vehicle based 'drive through takeaways' which are generally not as well suited to those Precincts. City Officers do not believe approval for these uses would detract from development in other Precincts and is not in conflict with the precinct land use policies.

The applicant has advised that one of the showroom tenancies are to be potentially occupied by a Health Studio use, although the specific tenancy has not yet been confirmed. As such, the Health Studio use is to be considered as part of this application. Under TPS 3, a Health Studio, although not listed as a predominant use, is a permitted use within the Shopping/Business zone. The City considers that a Health Studio is appropriate use within the development in the context of the Town Centre.

TPS 3 – Access and Traffic Movement

Clause 5.4.8.2 of TPS 3 states *“No lot within the Commercial Precinct shall be served by more than one driveway to Meares Avenue.”* Presently, there are two crossovers from the commercial development to Meares Avenue, one for Lot 1 (Stage 1) and one for Lot 2 (Stage 2). This complies with TPS 3. The proposal features an additional crossover to Meares Avenue at the northern boundary of Lot 2 for service vehicle access.

In this regard, the City's Traffic Engineers have considered the revised Transport Impact Assessment Report submitted by the applicant and support the conclusion of that Report that the 'development proposal has no significant adverse impact on the capacity or safety of the surrounding road network'

They are satisfied with presence of a service vehicle access. As part of the recent upgrades to Meares Avenue however, a pedestrian crossing, pram ramp and side entry pit have been constructed in the road reserve towards the northern boundary of Lot 2. The road upgrade plans were based on the original designs for the Meares Avenue Bulky Goods and Commercial Development which, at the time, only showed two entry points to the site.

The proposed additional crossover for service vehicles conflicts with the side entry pit and will result in the removal of two recently planted street trees. The City has liaised with the applicant on this issue who agreed to the relocation of the entry pit and street trees. A condition has been recommended to this effect.

Town Planning Scheme No. 2

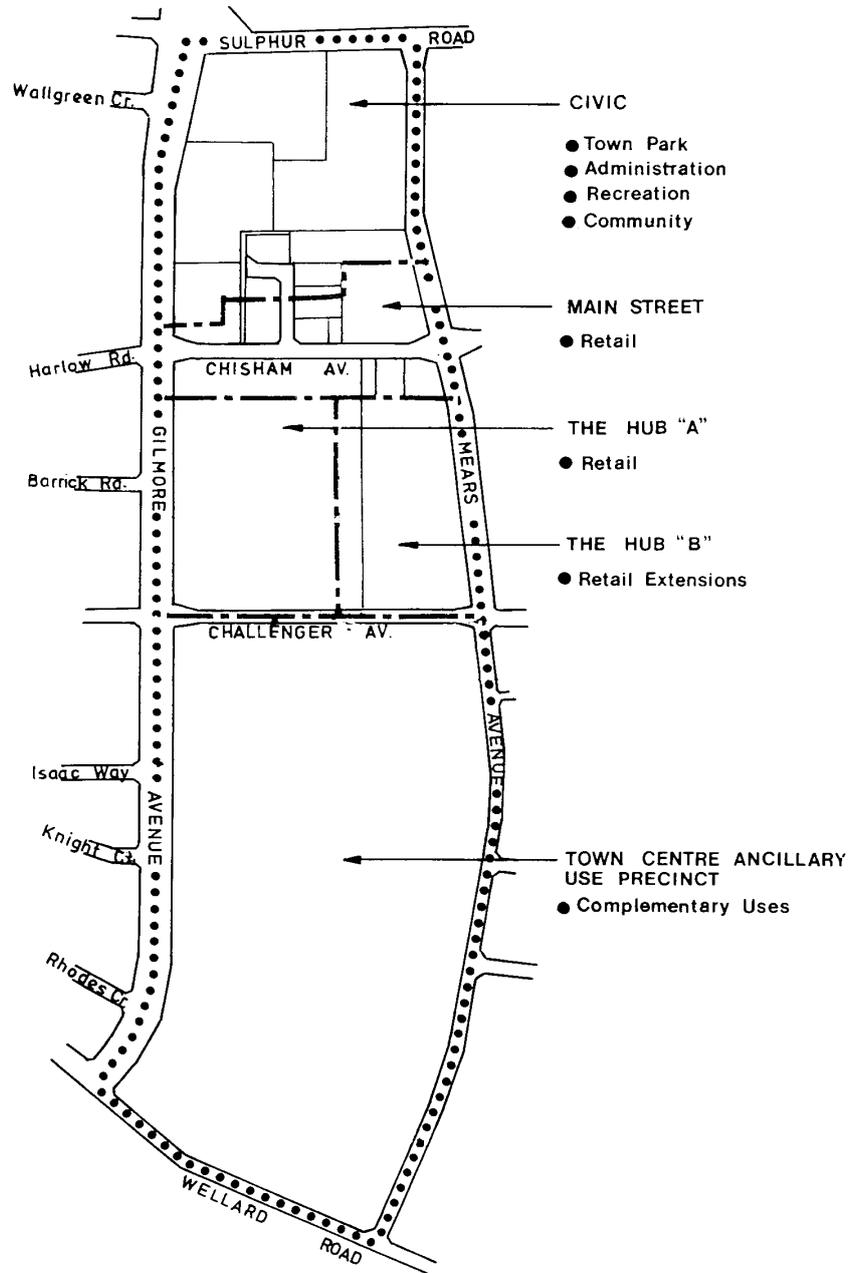
As stated previously, both TPS 2 and TPS 3 are applicable to the subject site. The objectives and land use permissibility of TPS 3 have been outlined above. The subject site is also included in Policy Area 20 under TPS 2, which states;

“Area 20 - Kwinana Town Centre

Whereas the district centre has been established and whereas population levels could double with the development of Leda and whereas a wide range of community, cultural, commercial, recreation and administrative facilities need to be located in a convenient central location the following planning policy shall apply:

- (a) Development of district level facilities shall be encouraged in accordance with the Kwinana Town Centre Strategy Plan (as amended) adopted by Council;*
- (b) The policy area shall be divided into the following precincts;*
 - * Civic Precinct shall contain Council administration, offices, community and cultural facilities, town park and recreation facilities,*
 - * Main Street Precinct shall contain retail shopping and associated commercial uses consistent with the concept of the traditional shopping street,*
 - * The Hub 'A' Precinct shall contain the retail and other commercial core of the district,*
 - * The Hub 'B' Precinct shall contain retail and other commercial expansion,*
 - * Town Centre Ancillary Use Precinct shall contain uses ancillary and complimentary to district centre functions and shall be the subject of an overall use and development control plan approved by Council prior to subdivision and development.*
- (c) Subdivision design and works associated with subdivisional development shall be carried out in such a manner as to ensure minimal destruction of existing vegetation considered by Council to be worthy of preservation."*

Figure 1

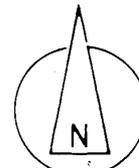


--- POLICY PRECINCTS



POLICY AREA 20

KWINANA TOWN CENTRE POLICY AREA - PRECINCTS



1:10,000

FIG.
2

Figure 1 shows the policy area precincts within the City Centre. As seen, the subject site is located within the 'Hub B Precinct' which is identified for retail and commercial expansion. This proposal for Showrooms, 'Health Studio' and Drive-In Takeaway Food Shops are considered to be generally in keeping with the policy statement for the Hub B Precinct.

Town Centre Master Plan and Design Guidelines and the discrepancies with TPS 3.

Policy Area 20 of TPS 2 encourages development within the area to be in accordance with the Kwinana Town Centre Strategy Plan.

The City is reviewing the adopted Kwinana Town Centre Master Plan and Design Guidelines (the Kwinana Town Centre Strategy Plan) and has engaged consultants, Hames Sharley to undertake this work. It is completed to a point where, subject to current analysis of parking requirements, it is ready for advertising for public comment. The review takes account of and incorporates the approval by the JDAP in 2014 for the Bulky Goods Commercial Development for Lot 28 Challenger Avenue and Lot 29 Meares Avenue (Stages 1 and 2) and the subsequent amendments.

The previously adopted version of this document, the current Kwinana Town Centre Master Plan and Design Guidelines is shown on Figure 2. The Master Plan provides an overall development framework for the City Centre. The Master Plan includes a concept plan for the commercial centre, as well as precincts to the north (Educational Precinct – Kwinana High School) and to the south (Challenger Precinct – E26). The plan also includes urban design and building guidelines for development within the area.

It is important to note that the objectives of the Master Plan for the subject site, to provide residential uses along Meares Avenue, differs significantly from TPS 3 which promotes Retail/ Commercial development. There is a discrepancy then between land uses identified by the Master Plan and TPS 3.

This reflects the fact that TPS 3 had never been amended to reflect the Master Plan. This was a result of the City's uncertainty about the best use of this area of the City Centre and, whether the 'Hub B Precinct' with its retail and commercial capacity may in fact, be of greater benefit to the prosperity of the City Centre in that capacity than residential uses. In 2014, the then Council and JDAP determined to support the application for Bulky Goods and Commercial Development at the site, effectively determining this matter.

Notwithstanding that decision and the ongoing review, it is still appropriate that this application be considered against the Master Plan and Design Guidelines.

In this respect, whilst Clause 2.1.1 of TPS 3 states that land uses occur generally in accordance with the Town Centre Master Plan, the Scheme allows discretion to seek variance from the Master Plan (Clause 2.1.2) provided the development does not detract from the objectives of the Scheme.

TPS 3 states the objectives of the scheme are as follows:

- (a) providing development controls for the purpose of securing and maintaining an orderly and properly planned development of land within the Scheme Area;*

Figure 2

THE CONCEPT PLAN

The more detailed concept plan of Figure 5 is based on these objectives and design principles. This plan is illustrative only, showing a general layout of streets, public spaces and building footprints which meet the intentions for development of the Town Centre. The final form of buildings and open spaces may differ from those shown here, but they must maintain the essential qualities outlined in the following description of the eleven development principles and the more detailed design guidelines for each of the three precincts presented in the next section of this manual.



Figure 5:
Town Centre illustrative plan

(b) implementing the development proposals contained in the Town Centre Strategy Plan adopted by Council.

Clause 1.8 of TPS 3 defines the Town Centre Strategy Plan as a plan which *guides development with the City Centre, dealing with broad land use precincts, movement systems and spatial layout*. This definition does not suggest that the Master Plan should determine land use permissibility, but rather “guide development” by the identification of broad land use precincts.

In addition to those objectives already outlined, TPS 3 also provides objectives for each zone within the City Centre area. The objective for the Shopping/Business zone, in which the proposal is located, is stated as: *To accommodate retail and commercial use and development necessary to meet the district level shopping needs of the community*. Part 4 of Scheme goes on to deal with precinct use and development requirements. Section 4.2 includes provisions which deal with land use within precincts. These state:

4.2.1 Council when considering proposals to use and develop land or buildings within precinct areas shall have regard to Table 1, stated Precinct Land Use Policies and Predominant Uses listed hereafter and also the Town Centre Strategy Plan, Scheme Area Policies and Scheme development requirements referred to in Part III of the Scheme. In the case of subdivision proposals, Council shall have regard to the Precinct Policies when making a recommendation to the Western Australian Planning Commission.

4.2.2 Council may grant approval to uses and development or classes of uses and development not listed as Predominant Uses provided that Council is satisfied that the proposals are consistent with Precinct Land Use Policies.

4.2.3 Council, in considering proposals for uses not listed as Predominant Uses within a specific precinct shall have regard to uses listed as Predominant Uses in other precincts and shall be satisfied that approval does not undermine the viability or level of service of these Predominant Uses, whether existing or planned.

The predominant uses within the Commercial Precinct include Showroom uses, but no form of residential use which are X Uses.

Given the lack of any type of residential use being a predominant use within the Commercial Precinct and given the above objectives of the Shopping/Business Zone, it is difficult to determine how the residential use envisaged by the Master Plan can be implemented.

The City also notes that Showroom, Health Studio and Drive-in Takeaway Food Shop uses are permitted uses under the Scheme. A permitted use is a use which is permitted provided the development complies with any relevant standard of the Scheme or any imposed conditions. Leaving aside the provisions of the Scheme which embrace the Master Plan, a Showroom, Health Studio and drive in Takeaway Food Shop is a suitable use in the Shopping/Business zone.

As discussed, the JDAP decision in 2014 has in effect, considered the above matters and determined that Bulky Good and Commercial Development is appropriate. The current review of the Kwinana City Centre Masterplan Review is incorporating this position.

One of the objectives of the current Master Plan which is directly relevant to the development proposal is that development fronting Parmelia (on the eastern side of Meares Avenue) should be sympathetic to the existing residential development and provide a desirable streetscape to the western side of Meares Avenue.

In this respect, it is important that the amenity of the residents on the eastern side of Meares Avenue be considered. In this regard, the following considerations are made:-

- 1) City Officers have discussed the issue of setbacks to the existing residential areas with the applicant and the development has been designed to ensure the Drive-In Takeaway Food Shops are setback as far away as possible from Meares Avenue. The development, at its closest point, is setback 13 metres from the Meares Avenue boundary and the road verge in front of the subject site is also 15 metres wide providing further separation. In all, after taking account of the full road reserve and residential setbacks, there is a separation of about 50 to 55 metres from the Drive-In Takeaway Food Shops and the residential dwellings (and further for the showroom uses).
- 2) There are level differences which assist to reduce light spill from the development, particularly vehicle lights as the ground levels of the Stage 2 site is 1.5 to 1.8 metres lower than the Meares Avenue road reserve and residential dwellings on the east side of Meares Avenue. The level differences are greater on the southern side of the site and decrease further north. This will assist to reduce headlights light from vehicles using the Drive-In Takeaway Food Shops. In addition, the City has also been in discussion with the applicant about fencing and landscaping atop the retaining wall for the drive through sections of the Drive-In Takeaway Food Shops to provide additional screening benefit. A condition has been included to this effect.
- 3) City Officers are recommending a number of conditions focused on limiting the off site impacts of noise, lighting and odour associated with the commercial development on an ongoing basis and during construction. One of these refers to the need for a Noise Management Plan which focuses on the operation of the Drive –In Takeway Food Shop proposed to operate 24 hours. City Officers did consider the merits of a 24 hour operation (as to whether there is cause to include a condition reducing the hours of operation). Officers did note however the advice of the applicant that the operator has a number of stores throughout Perth that are open for 24 hours. It is however not their usual practice to operate the dining room for 24 hours. The common operating hours for the dining room is between 5 or 6am - 10 or 11pm. Further, officers were cognisant of the location of the shop within an area set aside under the Scheme for Shopping /Business and a Commercial Precinct.

High standards of landscaping are also being required as part of the development and along the Meares Avenue road reserve verge which will soften the impact of the development and in time, provide screening and visual benefits.

It is also worth noting that as part of the ongoing review of the City Centre Masterplan being undertaken by consultants, Hames Sharley, (which takes account of the previous approvals for Bulky Goods and Commercial Development at the subject site), the City is contemplating the potential rezoning of the lots along Meares Avenue (directly opposite commercial development) to allow some professional office / commercial uses in addition to existing residential uses.

Development Standards

The following tables list the relevant provisions under TPS 2 and 3 and the Kwinana Town Centre Master Plan which apply to this application. It is important to note, whilst the subject site is not located within the boundaries of TPS 2, Clause 1.7 of TPS 3 states that the provisions of TPS 2 continue to apply within the Kwinana City Centre. However, if there is a discrepancy between the provisions of the two schemes, TPS 3 shall prevail.

Table 1 TPS 2 - Summary

Provision	Requirements	Planning Comment
6.3.1, Table II - Setbacks	Town Centre - Minimum setbacks to be: Front: 6 metres Side: 1.5 metres Rear: 0 metres Secondary Street: 0 metres	Proposed: Front setback:13m Side setback:5m Rear setback: Nil Complies.
6.5 – Kwinana Town Centre	<ul style="list-style-type: none"> - Grouping of buildings shall be designed to produce an integrated layout - Buildings shall be of complementary design - Building Design and Layout shall make provision for future advertising to be in keeping with the architectural character of the development - Provision of planting and landscaping to enhance the environs 	<p>Buildings are grouped and provide an integrated layout, with buildings being of similar design.</p> <p>Signage panels are included in the proposal to promote signage appropriate to the scale and character of the buildings.</p> <p>Landscaping is provided to the boundaries of the development.</p>
6.5.1 – Plot Ratio	Showroom – 1.5 Others – as determined by Council	The development proposes a total plot ratio of 0.326 on Lot 2 (total floor area for tenancies 1-9 is 4466m ²), which complies with the requirements for Showrooms. In regards to the Drive In Takeaway Food Shop use, the City considers the proposed plot ratio is appropriate for the site, given its context within the City Centre area.

6.5.4 – Car Parking	- Parking being designed, constructed and maintained in accordance with Part VII of the Scheme.	See section on parking below.
6.5.5 – Loading and Unloading	- Where areas for loading/unloading are to be provided they shall be provided and maintained in accordance with the approved plan relating thereto.	Loading areas are provided for each building. The application is also conditioned that the premises shall be kept neat and tidy at all times.
6.5.6 – Site Coverage and Setbacks	- Council may permit site cover up to 100% and a setback variation to zero subject to matters relating to access, car parking, circulation, servicing, loading and unloading and other matters which Council in its absolute discretion may take into consideration.	Stage 2 of the development only proposes site coverage of 32.64%, with zero setbacks to the rear boundary. The City is satisfied that these other matters have been addressed and deems the site coverage and setbacks therefore comply with this provision.
6.5.7 – Landscaped Areas	<p>- One twelfth of the lot shall be designed, developed and maintained as landscaping and shall retain existing vegetation identified by Council.</p> <p>- Where, in the opinion of Council, sufficient landscape features exist in the lot or nearby streets and reserves, the landscaped area may be reduced by up to 50%.</p> <p>- Existing vegetation in excess of 1.8 metres in height within the specified landscaping areas shall be retained in good order provided that it does not interfere with the orderly or proper planning of the development or pose a threat to the safety of the development or to the public.</p>	<p>This landscaping provision in TPS 2 is superseded by the landscaping provisions of TPS 3 which specifies 8% for the City Centre.</p> <p>Approximately 5.5% of the site is proposed to be landscaped. In addition, the 15m verge strip on Meares Avenue is currently landscaped. The City is satisfied with the landscaping proposed for the site.</p> <p>In regards to retention of existing vegetation, existing trees have been retained and are identified in the site plan. This includes a cluster of larger trees towards the Meares Avenue boundary.</p>

Table 2 TPS 3 - Summary

Provision	Requirements	Planning Comment
3.1 – General Scheme	<p>3.1.1.1 - Building design and layout shall generally accord with the Kwinana Town Centre Design Guidelines adopted by Council (as amended from time to time) and Council shall have regard for the guidelines when assessing development proposals.</p> <p>3.1.1.2 - Building setback shall be at the absolute discretion of Council (except in the case of residential development) and Council shall have regard for the following when approving setbacks:</p> <p style="padding-left: 40px;">(a) to ensure that no buildings are constructed over designated internal accessways which impede directly or indirectly vehicular or pedestrian movement along designated routes; and</p> <p style="padding-left: 40px;">(b) Council has discretion to determine setbacks having regard to matters dealt with under the Kwinana Town Centre Design Guidelines, referred to in clause 3.1.1.1.</p>	<p>Refer to Table 3 below regarding Town Centre Design Guidelines discussion.</p> <p>Zero lot wall setbacks are proposed as part of the development as discussed previously. The City is satisfied that the other requirements have been addressed and the developments setbacks comply. The proposed Drive-In Takeaway Food Shops are setback a minimum of 13 metres from the eastern lot boundary (Meares Avenue) with an overall setback from residential dwellings from 50 to 55 metres. .</p>
3.2 – Site Coverage and Setbacks	<p>In determining the site coverage and set backs of any development other than residential development, Council may permit site coverage of up to 100 percent and a set back variation to zero subject to it first being satisfied on matters relating to access, car parking, circulation, servicing, loading and unloading and other matters which Council in its absolute discretion may take into</p>	<p>As discussed above for 6.5.6. The City is satisfied that these considerations and requirements have been addressed and the proposed site coverage and setbacks of the development comply with this provision or are satisfactory under discretion.</p>

	consideration, including design guidelines referred to in clause 3.1.1.1.	
3.3 - Lighting	- Lighting within car parking and landscaped areas where light fixtures are detached from buildings shall be of a consistent standard and conform to Council's specification.	The development plans do not include lighting details. The application has been conditioned that the car parking areas and pedestrian walkways be suitably lit, with details being provided to the satisfaction of the City.
3.4 - Fencing	Fencing shall be in accordance with the Kwinana Town Centre Design Guidelines.	See Table 3 below regarding Design Guidelines discussion.
3.5 - Landscaping	<p>- Council's objective in specifying and controlling landscaping standards within the Scheme Area is to promote a distinct identity and character for the Town Centre.</p> <p>- Site planning and building layout should secure the preservation of significant vegetation and in particular tall Tuarts.</p> <p>- Landscaping of individual developments shall be consistent with an overall landscaping strategy adopted by Council and centred around the use of existing vegetation. All developers shall lodge detailed landscaping plans for Council approval prior to the commencement of development.</p> <p>- Council may require that individual trees or groups of trees are retained and no person shall remove such designated vegetation without the prior written consent of Council.</p> <p>- Vehicle parking areas shall be landscaped with shading</p>	<p>As discussed previously, some tuart trees are to be retained as part of the landscaping where possible on the site.</p> <p>Whilst a detailed Landscaping Plan has not been included with the application, the recommendation does include a condition to require a Landscaping Plan to be submitted to address these matters.</p> <p>A number of trees have been retained on Lot 2 which are shown on the site plan. This was a condition of the first development application encompassing Stages 1 & 2.</p> <p>The City is also recommending a condition requiring shade trees to be provided within parking areas in accordance with the Scheme. Additional screening landscaping is required also to assist minimise the impact of vehicle lights at the drive in takeaway uses.</p> <p>The Kwinana Town Centre Master Plan and Design Guidelines include a schedule of plants which may be used for landscaping within the City Centre. An advice</p>

	<p>vegetation so that a vegetation island is situated between not more than 5 grouped vehicle parking bays.</p> <ul style="list-style-type: none"> - Council may specify a schedule of vegetation to be used in individual landscaping plans. - Developers may be required to provide a performance bond to Council, to an amount estimated by Council necessary to install landscaping and parking areas and shall be refunded upon installation of the required works to the satisfaction of Council. - In considering development applications for land within the Scheme Area an area of at least 8% of the lot shall be designed, developed and maintained as a landscaped area and shall include existing vegetation identified by Council, except in the case of residential development. - Where, in the opinion of Council, sufficient landscape features exist in the lot or nearby streets and reserves, the landscaped area may be reduced by up to 50%. - Existing vegetation in excess of 1.8 metres in height within the specified landscaping areas shall be retained in good order provided that it does not interfere with the orderly or proper planning of the development or pose a threat to the safety of the development or to the public. - Service areas of buildings within the Scheme Area shall be screened by native shrubs. - Council may specify a schedule of vegetation species to be used in landscaping of development. 	<p>note has been made in the recommendation to the effect that the Landscaping and Fencing Plan must take account of this. The condition referring to the application has been conditioned that a landscaping plan be submitted, with proposed species being selected from this schedule within the Design Guidelines.</p> <p>The landscaping proposed on the site plan is approximately 755m² (5.5%). The 15m verge strip on Meares Avenue is also currently landscaped.</p> <p>A 4m landscaping strip is proposed abutting the northern boundary which will provide for some screening to the service areas to the rear of the showroom buildings.</p>
3.6 – Parking and Drainage	- Car parking areas shall be constructed, sealed, kerbed and drained to Council’s specifications.	The application has been conditioned to address both these requirements.

	<ul style="list-style-type: none"> - Drainage from roofed and paved areas shall be disposed of on site to Council's specifications. 	<p>The City has also recommended that a condition for a Drainage Management Plan be provided to demonstrate compliance with the City's specifications.</p>
<p>4.5 Shopping/Business Zone</p>	<p>–</p> <ul style="list-style-type: none"> - The zone should generally accommodate and consolidate convenience, retail and other commercial core uses. - Provision shall be made for pedestrian/cyclist crossing installations and treatment at major internal thoroughfares, with priority assigned to pedestrians and cyclists. - Landscaping of parking areas should be based upon a theme which employs continuous vegetation strips within parking areas generally parallel to surrounding roads. 	<p>The City supports the development of showroom/bulk retail uses on the subject site.</p> <p>The proposed uses are permitted within the Shopping/Business Zone. Showrooms are a predominant use within the Precinct.</p> <p>The development is consistent with the principles of orderly and proper planning and it is not foreseen that the development will detract from the amenity of the area. The development is of a good quality and contains a number of architectural features to present a vibrant and suitable facade from surrounding streets.</p> <p>Given the scale of the proposed buildings, the development is also setback a considerable distance from the primary street and screen landscaping is provided within the frontage to soften the impact of the development and car parking areas.</p> <p>Pedestrian Crossing facilities are provided throughout the development.</p> <p>The development provides landscaping in continuous strips adjacent to surrounding roads. Shade trees are provided throughout the remainder of the parking area.</p>

<p>4.5.8 – Commercial Precinct</p>	<ul style="list-style-type: none"> - Subdivision and development within the Commercial Precinct should be designed so as to minimise the number of driveways from commercial premises to Meares Avenue and Council shall have regard to this requirement in recommending to the Western Australian Planning Commission in respect of subdivision proposals. - No lot within the Commercial Precinct shall be served by more than one driveway to Meares Avenue. - In determining setbacks within the Commercial Precinct, Council shall have regard to the likely impact of development on residential development. 	<p>A Traffic Impact Assessment Report (updated from the JDAP Development Approval in 2014 for the site) was submitted with the application detailing the impacts on traffic to the area. The City's Engineering Team have reviewed the document and are satisfied with the findings of the report that the 'development proposal has no significant adverse impact on the capacity or safety of the surrounding road network'</p> <p>Currently, Lots 1 & 2 are each being serviced by a separate driveway. A second crossover is proposed to Lot 2 at the northern boundary for service vehicle access. A condition has been recommended for the proponent to relocate the side entry pit and street trees that are conflicting with the proposed entry. As the entry is proposed for service vehicles only, the City considers the additional crossover to be acceptable.</p> <p>In regards to setbacks, the City has discussed the issue of setbacks to the existing residential area with the applicant and development has been designed to ensure buildings are setback as far away as possible from Meares Avenue. The development, at its closest point, is setback 13 metres from the Meares Avenue boundary with an overall setback from residential dwellings from 50 to 55 metres. ..</p>
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Table 3 – Kwinana Town Centre Master Plan and Design Guidelines Summary

Provision	Requirements	Planning Comment
Design Principles (predicated on largely Residential development within the subject area)		As these provisions are predicated on residential development or mixed use development within this Precinct , their immediate relevance to this application is somewhat limited. Nonetheless, City Officers have sought to address the provisions and make relevant to this application.
4 – Connecting the Neighbourhoods	- City Centre area should be permeable with a sound network of streets and pedestrian paths	<p>The Master Plan identifies the subject site for primarily residential uses, which are envisaged to be developed around a new network of east west streets to provide more permeability into the Civic Marketplace superblock.</p> <p>The proposed development does not contain a residential component and instead is in keeping with the commercial land uses specified in TPS 3. Given the type of development proposed, the application does not propose a network of streets through the site. The development is primarily for bulky goods showrooms, which require vehicle access and parking in close proximity to the shops. The development is therefore orientated around a car park, rather than a series of streets.</p> <p>The development does however provide a network of pedestrian paths, to allow access from the surrounding roads into the development.</p>
5 – Improving Retail Function	<p>- Access to parking should be clearly visible, but where possible, screened from view to minimise the impact of large expanses of parking</p> <p>- Shared parking arrangements should be considered.</p>	<p>Access to parking is clearly visible.</p> <p>Landscaping is provided throughout the development to break up the large expanses of parking and screen the car parking for surrounding streets.</p>
7 – Improve Meares	- The wide verge and occasional stands	A wide landscaping strip is provided on the Meares Avenue frontage

Avenue streetscape	<p>of mature vegetation presents an opportunity to create an elegant streetscape, with an appropriate transition from commercial to residential uses.</p> <p>- Development on the west side of Meares Avenue should be therefore primarily residential, in types and densities that relate to the existing housing across the street.</p>	<p>and where possible, trees within this area will be retained.</p> <p>As discussed previously the development is not residential, however the design has sought to provide a buffer and reduce impacts to the existing dwellings on Meares Avenue through the use of screen fencing and landscaping, increased setbacks, approval conditions for noise, odour and lighting. Level differences will also assist in this regard, particularly for lighting.</p>
Urban Design Guidelines (predicated on largely Residential development within the subject area)		See above comments.
1.2 (h)	<p>- At least two entries to the development between Chisham and Challenger Avenues are to be provided.</p> <p>- One or more of these should continue as a pedestrian path into the Market Place Shopping Centre.</p>	<p>The development provides two entry points off Meares Avenue to Lot 2.</p> <p>A pedestrian path has been provided through the development into the Market Place Shopping Centre.</p>
Building Guidelines		
4.2 (a)	<p>- Traditional pitched rooves preferred.</p> <p>- Skillions, saw tooth and curved rooves may be approved.</p> <p>- On Chisham Avenue, flat rooves behind parapets are encouraged.</p>	<p>The development is of a commercial nature and made up of tilt panel concrete buildings, which presents a concealed roof to the streets, located behind a parapet. Given the type and style of development is larger scale showroom buildings the City considers the roof design to be satisfactory. Whilst a pitched roof would add architectural interest to the buildings, other features are provided on the elevations to enhance the buildings.</p>

4.2 (b)	<ul style="list-style-type: none"> - Building facades, on all sides shall promote a sense of human scale. - Blank walls should be avoided and will not be permitted on streets or public spaces. 	The showrooms, health studio and drive-in takeaway food shops present a suitable facade to the streets and public realm, with an appropriate level of detail and glazing to the frontages.
4.2 (c)	<ul style="list-style-type: none"> - Main entry to building should be clearly identifiable with a pediment awning or recess as appropriate to the overall composition of the façade. 	Entries to the buildings are clearly defined and awnings provided to provide shelter for pedestrians.
4.2 (c) [sic]	<ul style="list-style-type: none"> - Balconies, awnings and verandahs are encouraged. - Projections beyond the lot boundary must not interfere with street trees. - A clearance of 3.3 metres to be provided. 	<p>Awnings provided with a clearance of approximately 2.7 metres.</p> <p>This height is the norm for commercial building verandahs and the acceptable height for signs and fixtures above a footpath under the City's Local Law. The City has discretion and believes this height is appropriate and will not affect the building design or impede access.</p>
4.3 (a)	<ul style="list-style-type: none"> - Masonry is the preferred building material. - Metal panels may be used as decorative accents or feature panels 	The application complies with these requirements.
4.3 (b)	<ul style="list-style-type: none"> - Acceptable roof materials include: clay tiles, copper, zinc, natural or reconstituted slate, colourbond steel and zincalume custom orb. 	The proposed buildings have concealed roofs which are not visible to the surroundings.
4.3 (c)	<ul style="list-style-type: none"> - No reflective materials are permitted on walls, rooves and reflective or obscured glass in windows and doors is prohibited. 	None are proposed.
4.4 (b)	<ul style="list-style-type: none"> - Shopfronts should be highly articulated, with bay windows and recessed doorways to add interest. - Predominant material of the shop front should be glazing. 	Whilst the buildings do not provide a high level of articulation along the length of the building, features are provided on the building front to provide interest and break up the monotony of the frontage. These elevations are considered suitable for this form of development.

		Glazing is the predominant material on the shop front.
4.4 (c)	- Tenancy signage shall be integrated into the design of the building.	The development complies with this requirement.
4.4 (d)	- Roller shutters are not permitted unless they provide a clear view of the shop when closed and are concealed when open.	None proposed.
4.5 (d)	- Permissible sign types include: - Panel attached to buildings, - Projecting or hanging signs, - Awning or fascia signs, - Window signs applied directly to the glazing, - Sandwich board signs for ground floor food and beverage shops.	The applicant has submitted an updated signage strategy to include Stage 2 of the development. Indicative signage panels are shown for each of the showroom tenancies which are to be affixed to the buildings above the awnings. Signage details have also been provided for the two drive-in takeaway food shop tenancies. Tenancy 8 is proposed to have signage on the side of the building and above the awning/windows. Tenancy 9, which is to be occupied by Hungry Jacks, has a number of signs on the building facade, a 8m x 3m pylon sign which is proposed towards the front boundary of the property fronting Meares Avenue, and various other directional signage in close proximity to the building within the carpark and drive through. Details of the above signage can be seen in the attached plans.
4.5 (e)	- Tenancies may have two signs for ground floor tenancies, and one sign for upper floor tenancies. - Shared signage preferred.	Tenancies 4, 5 & 6 have one sign each. Tenancies 2 & 7 have 2 signs each. Tenancy 1 has 3 signs. The additional sign is considered acceptable for Tenancy 1, which is located on the corner of the building, given the size of the tenancy and the location of the signs. The sign is not seen to negatively impact the development. In addition to the above, 5 'life posters' and 2 signs advertising the Commercial Centre are also proposed on the building facade.
4.5 (f)	- Horizontal signage max sizes = 600mm	The proposed signage panels are larger than the maximum sizes in the

	<p>high</p> <ul style="list-style-type: none"> - Vertical signage max sizes = 600mm wide - No sign greater than 1.5 sqm 	<p>Design Guidelines. The City has considered the size of the proposed signage panels and their relationship to the size and scale of the buildings they are located on and consider these signage panels to be acceptable.</p> <p>The signage sizes outlined in the Master Plan and Design Guidelines are an appropriate size in a main street environment, however they do not adequately consider other types of development, which require larger signage.</p> <p>The City is currently reviewing signage provisions for the Town Centre area and considers that whilst the proposed signs do not comply with the current requirements, they are not out of scale within the building on which they sit. The City therefore concludes that the proposed signage panels are acceptable and recommends they be approved as part of the development.</p>
4.6	<ul style="list-style-type: none"> - All services, transformers, storage and deposit areas and wheeled rubbish bins must be screened from view. - Air conditioners should be located in areas with minimal impact on the public domain. - Television antennas are to be located in roof space where possible. 	<p>The City has conditioned that these items be screened from view to the satisfaction of the City.</p>
4.7	<ul style="list-style-type: none"> - Design of buildings, fences and landscaping shall take into consideration sight lines to promote a sense of security and minimise blind spots. - Adequate lighting must be provided. - Lighting must minimise impact onto adjacent commercial properties and have no impact on residential properties. 	<p>The recommendation includes conditions to ensure the maintenance of the development, anti-graffiti coating and prompt removal of any graffiti.</p>

	<ul style="list-style-type: none">- All buildings and public spaces must be maintained at all times.- Timely repair of any damage or removal of graffiti.- All masonry surfaces shall be anti graffiti coated up to a height of 3 metres.	
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Car Parking and Public Access Easement

Part VII of TPS 2 provides the following requirements for car parking:

Table 4

Use	Parking
Showroom, Warehouse, Industry (excluding factory unit building)	4 for up to the first 200m ² gross floor area and thereafter 1 for every additional 100m ² gross floor area or part thereof.
Hotel, Tavern, Private Hotel, Eating House, Licensed Restaurant, Motel, Club, Lodging House, Night Club, Place of Public Assembly	<p>Where applicable to the particular use:</p> <p>1 for every 2m² of public drinking area other than lounge floor area;</p> <p>1 for every 4 seats which an eating area is designed to provide; OR</p> <p>1 for every 4m² of eating area or part thereof whichever produces the greater number of car parking spaces;</p> <p>1 for every bedroom;</p> <p>1 for every 6 seats provided or capable of being provided in assembly areas; OR</p> <p>1 for every 4.5m² of assembly area whichever produces the greater number of car parking spaces;</p> <p>1 for every 3m² of public lounge drinking area;</p> <p>1 for every 4.5m² of beer garden or outdoor drinking area.</p>

For the Health Studio use, the applicant has based the calculation on parking requirements from the City of Mandurah as the City of Kwinana TPS 2 does not include parking provisions for this use. This is as follows:

Town Planning Scheme	Use	Parking
City of Mandurah Town Planning Scheme No. 3	Health Studio	1:35m ² Gross Leasable Area (GLA)

The City considers this ratio acceptable for the development.

Table 5 – Parking requirements - Stage 2

Tenancy	Use	Building Size	Parking Required	Parking Provided
1	Health Studio	1250m ²	36	
2	Showroom	1001m ²	12	
3	Showroom	500m ²	7	
4	Showroom	250m ²	5	
5	Showroom	250m ²	5	
6	Showroom	250m ²	5	
7	Showroom	500m ²	7	
8	Drive-In Takeaway Food Shop	235m ² (38 seats, 78m ² eating area)	20	
9	Drive-In Takeaway Food Shop	230m ² (50 seats, 53m ² eating area)	14	14 exclusively for tenancy 9
Total			111	159

Table 5 shows parking calculations for the proposed uses based on the car parking requirements in Table 4 of TPS 2 and City of Mandurah TPS 3 for Health Studio.

The applicant has advised that one of the showrooms may potentially be occupied by a Health Studio use and as such, has specifically requested that it be considered as part of this application. The tenancy for the Health Studio has not yet been determined so parking bays have been calculated based on the largest showroom tenancy. Under TPS 3, 'Health Studio' is listed as a Permitted use.

It is worth noting that under Clause 61 (2)(b)(i) of the new Planning and Development (Local Planning Schemes) Regulations, 2015, a planning application is not required for '*development that is a use identified in this Scheme as a use that is permitted in the zone in which the development is located and – the development has no works component*'. So, whilst this application is considering the Health Studio use as requested by the applicant, under the new regulations, should there be no works component, the use of a tenancy by a Permitted use as a part of this site need not require a planning application.

The application complies with the Scheme parking requirements with a surplus of 48 bays provided.

Stage 1 parking calculations are shown in Table 6 below:

Tenancy	Use	Parking Required	Parking Provided
4b	Office	8	
4a	Medical Centre	12	
1/2	Showroom	22	
3	Showroom	8	
5a	Showroom	4	
5b	Veterinary	6	
6	State Swim	12	
7	Gym	14	

8	Autobahn	15	
Total		101	127

A sufficient number of parking bays have been provided for the tenancies within each stage on the respective lots. The total car parking surplus over both lots is 74 bays.

A condition has been recommended to update the public access agreement over Lot 2 Meares Avenue to extend over the areas of car parking and all other trafficable areas). The applicant has requested however that as part of the lease agreement for Tenancy 9, the 14 parking bays that are required to be made available exclusively for the tenant, be excluded from the agreement. City Officers have considered this request and note that there is an overprovision of parking for the development and that Tenancy 9 (the southern Drive-In Takeaway Food Shop) will operate in relative isolation of the other tenancies with respect to parking and access. As such, City Officers are satisfied that public access to other tenancies and across the site is not adversely affected. Should a development approval for the site be received in the future, then the opportunity is available for reinclusion of the site in the agreement.

A condition has also been recommended to modify the existing deed with the City of Kwinana to extend over the areas of car parking on the whole site (excluding the bays and trafficable area associated with Tenancy 9) and ensure that the parking remains available for all tenancies and the public.

WAPC Activity Centres State Planning Policy (SPP) 4.2 and City of Kwinana Draft Local Planning Strategy

The City has also considered the development in the context of the WAPC Activity Centres SPP 4.2 and the City's Draft Local Commercial and Activity Centres Strategy. As discussed above, the Kwinana City Centre is identified under the SPP hierarchy as a Secondary Centre, a multipurpose centre offering a range of services, facilities and employment and providing essential services to its catchment. The SPP aims to development higher order centres for a variety of uses, with a range of entertainment, hospitality and retail uses located in the centre core and lower intensity uses such as showrooms on the periphery of the activity centre.

This proposed development is located on the edge of the City Centre and provides a range of uses. It is noted that the layout and design of the development does not prioritise access for pedestrians and cyclists and for public transport access, but the City is promoting a good level of pedestrian linkages and public transport is available on bus routes adjoining the development and to the City Centre. The development also is linked to pedestrian access from surrounding streets and has reasonably good access into the adjacent Market Place and Chisham Avenue 'Main Street' development.

The City's draft Local Planning Strategy is to be considered by Council for endorsement for referral to the WAPC for its consideration for formal advertising. Of relevance, the draft LPS is identifying the residential lots abutting the development along Meares Avenue as having the potential to be upcoded from R20 to an R Code density of up to R40 (subject to further planning assessment as part of the accompanying new Town Planning Scheme 4). This may encourage some redevelopment of those existing lots into the future.

Public Consultation

As discussed, four submissions were received by the City during the public consultation period. Detailed responses are provided in the Schedule of Submissions (Attachment 18). The location of the submitters is shown in Attachment 17. The primary concerns of the 4 submissions were amenity impacts on residential dwelling opposite the development (lighting, noise, traffic) with particular concern about the Drive-In Takeaway Food Shops. Given the residential dwellings are opposite the Bulky Goods Commercial Development, it is understandable that these residents are concerned about the impacts on their properties.

It is important to note however that the subject site is zoned Shopping/Business under TPS 3 and located in the Commercial Precinct of the Town Centre. The objectives of the Shopping/Business zone are identified as, "To accommodate retail and commercial use and development necessary to meet the district level shopping needs of the community uses"

The uses proposed as part of the Development Application are Permitted (P) Uses under the scheme and, while the Drive-In Takeaway Food Shops and Health Studio are not 'Predominant Uses' under TPS3 for this Precinct, they are not considered to be inconsistent 'with the Precinct Land Use Policies' nor 'undermine the viability or level of service of Predominant Uses' in other Precincts.

Further, the development will provide additional retail / commercial development within the City Centre supporting its future and providing additional shopping options and economic benefit to the community.

The key matters raised as part of the submissions are as follows:

Adverse Impacts of Lighting associated with the development, particularly the Drive-In Takeaway Food Shops.

Submissions expressed concern about the impacts on residential properties from lighting on the subject site both from built form and signage, to traffic moving into and across the site.

City Officers have discussed the issue of setbacks to the existing residential areas with the applicant and the development has been designed to ensure the Drive-In Takeaway Food Shops are setback as far away as possible from Meares Avenue. The development, at its closest point, is setback 13 metres from the Meares Avenue boundary and the road verge in front of the subject site is also 15 metres wide providing further separation. In all, after taking account of the full road reserve and residential setbacks, there is a separation of about 50 to 55 metres from the Drive-In Takeaway Food Shops and the residential dwellings (and further for the showroom uses).

There are level differences which assist to reduce light spill from the development, particularly vehicle lights as the ground levels of the Stage 2 site is 1.5 to 1.8 metres lower than the Meares Avenue road reserve and residential dwellings on the east side of Meares Avenue. The level differences are greater on the southern side of the site and decrease further north. This will assist to reduce light from headlights on vehicles using the Drive-In Takeaway Food Shops.

In addition, the City has also been in discussion with the applicant about fencing and landscaping atop the retaining wall for the drive through sections of the Drive-In

Takeaway Food Shops to provide additional screening benefit. A condition has been included to this effect.

City Officers had discussed with the applicant the possibility of 'flipping' the orientation of the Drive-In Takeaway Food Shops such that the drive through direction of vehicles is reversed. The difficulty with this approach is that the service areas of the Takeaway Food Shops would then front Meares Avenue creating the potential for increased noise and odour issues for residents but this approach is also a sub optimal street front 'presentation' for the shops towards Meares Avenue (given it's a City Centre site).

A condition has also been recommended which requires that the development provides a report demonstrating that the development will be suitably lit in accordance with Australian Standard AS4282 – Control of Obtrusive Effects of Outdoor Lighting. Details are to be provided to the City prior to the lodgement of a building permit application for the application.

Ultimately however, the site is situated within the Kwinana City Centre and is zoned for commercial development.

Adverse noise impacts from the Development

Submissions have expressed concern about the noise impacts associated with the day to day operation of the development

A Revised Acoustic Report was provided by the applicant as part of the application adding to that already provided for Stages 1 and 2 as part of JDAP approvals in 2014.

This report demonstrates how the development is to comply with noise emissions under the Environmental Protection (Noise Regulations) 1997. It seeks to limit noise impacts from roof equipment (including air conditioning), from deliveries and the use of drive through in the food outlets. City Officers have request a number of amendments to the Acoustic Report to address additional concerns.

In this respect, City Officers are also requiring that a Noise Management Plan be prepared to the City's satisfaction to demonstrate the means by which the applicant will address any potential nuisance noise associated with the operation and use of the site and in particular, the drive in takeaway food shops, one of which is proposed to operate for 24 hours. As discussed, City Officers noted the advice of the applicant that the operator has a number of stores throughout Perth that are open for 24hrs. It is however not their usual practice to operate the dining room for 24 hours. The common operating hours for the dining room is between 5 or 6am - 10 or 11pm.

Impacts associated with the Construction of the Development

Concern has been expressed about noise, lighting, litter and dust impacts associated with the construction of Stage 1. There was a view that there would be adverse impacts associated with the construction of Phase 2 on adjoining landowners.

The City is recommending a condition requiring that a Construction Management Plan be prepared and approved by the City prior to the lodgement of a building permit application for the application which addresses the hours of operation and

methods to be employed to mitigate adverse impacts associated with noise, dust lift off, litter management, odour and lighting during construction. The construction shall be implemented in accordance with the approved plan.

Additional Vehicle Movements along Meares Avenue and through the Development Site.

Concern was expressed about the impact of the additional traffic which the development would bring and its impacts to the safety and amenity of the area.

In this respect, it is the case that the development of this site will result in additional traffic using Meares Avenue and the site. This is not out of keeping however with the location of the site within the City Centre.

The City's Traffic Engineers have examined the revised Transport Impact Assessment Report submitted by the applicant and support the conclusion of that Report that the 'development proposal has no significant adverse impact on the capacity or safety of the surrounding road network' They are satisfied with presence of a service vehicle access.

Council Recommendation:

Council considered the Responsible Authority Report at its ordinary meeting held 24 August 2016, and resolved to adopt the recommendation of the report subject to the modification of the following conditions and advice:

Condition 11:

11. The provision of vehicle parking bays as defined on the approved development plans in accordance with AS2890, to be clearly marked on the ground and constructed of bitumen, brick or concrete and drained prior to the occupation to the satisfaction of the City of Kwinana.

Advice 7:

7. The City of Kwinana Town Planning Scheme No.2 requires a minimum of 111 vehicle parking bays, as such the City of Kwinana may permit a reduction or rearrangement to the on site vehicle parking where required to facilitate the development. Any such rearrangement or alteration to car parking areas will require a Form 2 application to be submitted. Prior to the occupation of each stage of the development, car parking should be provided in accordance with the required car parking rates of the City of Kwinana Town Planning Scheme No.2.

Condition 27:

27. The side entry pit and street trees located within the area identified for the new crossover to Meares Avenue to be relocated at the cost of the landowner to the satisfaction of the City of Kwinana. Details shall be provided prior to the lodgement of a building permit application for any portion of the development which requires the construction of the proposed service vehicle access to the service yard.

Condition 28:

28. Prior to occupation of the development the applicant shall submit, for approval, an Amended Acoustic Report and Noise Management Plan from a suitably qualified acoustic consultant certifying that the noise emissions resulting from the operations on the site comply with Environment Protection Act and Regulations, to the satisfaction of the City of Kwinana. The report and Noise Management Plan shall

address the noise emissions and its ongoing management from the development on the site. The Noise Management Plan will demonstrate the means by which the applicant and tenants will address any potential nuisance noise associated with the operation and use of the site and in particular, the Drive-In Takeaway Food Shops.

Conclusion:

Upon assessment of the development against the requirements of Town Planning Schemes No's. 2 and 3, the Kwinana Town Centre Master Plan and Design Guidelines and the submissions received, it is considered that the application can be approved subject to conditions.

15.3 Proposed Road Names for Oakebella Estate, Wellard

SUMMARY:

McMullen Nolan Group, the surveyors for the developer of Oakebella Estate, have submitted details of the proposed road names, as well as alternative road names, for the Oakebella Estate development, as indicated in Attachment A. McMullen Nolan Group are now seeking Council approval of these names. One of the existing roads, Tamblyn Place, will have a suffix change, this is shown in Attachment A.

The proposed road names have been entered into Landgate's "request road name" web page and have all passed preliminary validation. The listed alternative road names will be used as a replacement for any proposed road name that is not approved by the Geographic Names Committee. The theme for the roads throughout this development is "Vegetables" in various languages, reflecting both the former use of land within the Wellard area and the cultural history in that market gardens were mostly taken up by European immigrants seeking a better life in Australia. The origin information for the proposed road names is contained in Attachment B.

OFFICER RECOMMENDATION:

1. That Council approve the following road names for use within the Oakebella development, as shown in Attachment A:

Proposed Names:	Alternative Names:
Agljo	Kurbis
Allium	Porrum
Apium	Rapa
Asparago	Repa
Betis	Rettich
Brassica	
Capsico	
Carota	
Cavolo	
Cipolla	
Faba	
Lattuga	
Mais	
Navet	
Pomodoro	
Porro	
Sedano	
Spargel	
Tikva	
Zucca	

2. If the Council preferred road names are not approved by the Geographic Names Committee that the above listed alternative names are used where required.

15.3 PROPOSED ROAD NAMES FOR OAKEBELLA ESTATE, WELLARD

DISCUSSION:

Before the developer of a subdivision can lodge survey diagrams for clearance, all road names need to be approved and indicated on the survey diagram. The process for naming roads must adhere to Geographic Names Committee guidelines to ensure no duplication of road names occurs within the surrounding areas.

The Geographic Names Committee has granted in principle approval for the use of these road names via passing preliminary validation on Landgate's "request road name" web page. The naming theme for these roads is "Vegetables". Five road names are proposed as alternative road names for use in the event that the proposed names are not approved by the Geographic Names Committee. Origin information for these road names is contained in Attachment B.

This report has been resubmitted as the names proposed previously were not approved by Council at the Ordinary Council Meeting on 13 July 2016. The applicant wishes to proceed with the proposed naming theme and has provided further justification at the elected members forum on 8 August 2016. Following this Forum, the elected members were consulted regarding alternate road names consistent with the theme. These preferred names have been compiled and are now the Proposed Names and the Alternative Names.

Tamblyn Place will now be changed to Tamblyn Way with this approval.

The proposed road names for the Oakebella development are;

Proposed Names:	Alternative Names:
Aglio	Kurbis
Allium	Porrum
Apium	Rapa
Asparago	Repa
Betis	Rettich
Brassica	
Capsico	
Carota	
Cavolo	
Cipolla	
Faba	
Lattuga	
Mais	
Navet	
Pomodoro	
Porro	
Sedano	
Spargel	
Tikva	
Zucca	

LEGAL/POLICY IMPLICATIONS:

Geographic Names Committee Policy – Policies and Standards for Geographical Naming in Western Australia, Version 01:2015
Council Policy – Street Naming

15.3 PROPOSED ROAD NAMES FOR OAKEBELLA ESTATE, WELLARD

FINANCIAL/BUDGET IMPLICATIONS:

No financial/budget implications have been identified as a result of this report or recommendation.

ASSET MANAGEMENT IMPLICATIONS:

No asset management implications have been identified as a result of this report or recommendation.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report or recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

No strategic/social implications have been identified as a result of this report or recommendation.

RISK IMPLICATIONS:

The approval of the road names is required for titles to be issued for the lots within the subdivision. Should Council not approve these road names, clearances will be delayed which will have implications for the developer and the owners of these lots.

15.3 PROPOSED ROAD NAMES FOR OAKEBELLA ESTATE, WELLARD

COUNCIL DECISION

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MOVED CR S LEE**SECONDED CR B THOMPSON**

1. That Council approve the following road names for use within the Oakebella development, as shown in Attachment A:

Proposed Names:	Alternative Names:
Aglio	Kurbis
Allium	Porrum
Apium	Rapa
Asparago	Repa
Betis	Rettich
Brassica	
Capsico	
Carota	
Cavolo	
Cipolla	
Faba	
Lattuga	
Mais	
Navet	
Pomodoro	
Porro	
Sedano	
Spargel	
Tikva	
Zucca	

2. If the Council preferred road names are not approved by the Geographic Names Committee that the above listed alternative names are used where required.

CARRIED
5/3



BERTRAM ROAD (EXISTING)

SEDANO CRESCENT

TAMBLIN WAY (SUFFIX CHANGE)

PORRO WAY

CIPOLLA STREET

LATTUGA DRIVE

TIKVA WAY

CAPSICO GROVE

ALLIUM ROAD

FABA PLACE

SPARGEL STREET

ASPARAGO STREET

ZUCCA CRESCENT

APIUM LANE

BRASSICA STREET

AGLIO WAY

POMODORO CRESCENT

CAVOLO STREET

MAIS LANE

BETIS LANE

CAROTA VIEW

NAVET STREET

JOHNSON ROAD (EXISTING)

Proposed Name	Proposed Suffix	Source of info	Background/origin/meaning/justification
Apium	Lane	https://en.wikipedia.org/wiki/Celery	Latin for Celery (<i>Apium graveolens</i>)
Asparago	Street	http://www.collinsdictionary.com/dictionary/english-italian/asparagus	Italian for Asparagus
Capsico	Grove	http://www.collinsdictionary.com/dictionary/english-italian/capsicum	Italian for Capsicum
Carota	View	https://en.wikipedia.org/wiki/Carrot	Latin for Carrot (<i>Daucus carota</i>)
Cavolo	Street	http://www.collinsdictionary.com/dictionary/english-italian/cabbage	Italian for Cabbage
Cipolla	Street	http://www.collinsdictionary.com/dictionary/english-italian/onion	Italian for Onion
Faba	Place	https://en.wikipedia.org/wiki/Vicia_faba	Latin for Bean
Navet	Street	http://www.collinsdictionary.com/dictionary/english-french/turnip	French for Turnip
Pomodoro	Crescent	http://www.collinsdictionary.com/dictionary/english-italian/tomato	Italian for Tomato
Lattuga	Drive	http://www.collinsdictionary.com/dictionary/english-italian/lettuce	Italian for Lettuce
Sedano	Crescent	http://www.collinsdictionary.com/dictionary/english-italian/celery	Italian for Celery
Porro	Way	http://www.collinsdictionary.com/dictionary/italian-english/porro	Italian for Leek
Zucca	Crescent	http://www.collinsdictionary.com/dictionary/italian-english/zucca	Italian for Pumpkin
Allium	Road	https://en.wiktionary.org/wiki/allium	Latin for Garlic
Spargel	Street	http://www.collinsdictionary.com/dictionary/english-german/asparagus	German for Asparagus
Tikva	Way	https://www.dictionaries24.com/english,croatian,squash	Croatian for Squash
Brassica	Street	https://en.wiktionary.org/wiki/brassica	Latin for Cabbage
Aglio	Way	http://www.dictionary.com/browse/aglio-e-olio	Italian for Garlic
Betis	Lane	https://glosbe.com/la/en/betis	Latin for Beetroot

Proposed Backup Name	Source of info	Background/origin/meaning/justification
Kurbis	http://www.collinsdictionary.com/dictionary/english-german/pumpkin	French for Herbs
Porrum	http://www.wordsense.eu/porrum/	Latin for Leek
Rapa	http://www.collinsdictionary.com/dictionary/italian-english/rapa	Italian for Turnip
Repa	https://glosbe.com/en/hr/turnip	Croatian for Turnip
Rettich	http://www.collinsdictionary.com/dictionary/english-german/radish	German for Radish

The Mayor exited the Council Chambers at 8:01pm, Deputy Mayor Peter Feasey took the position as the Presiding Member.

15.4 Harlow Place Proposed Cul de Sac

SUMMARY:

At the Ordinary Council Meeting held 08 June 2016, Council received a petition signed by 9 residents representing 6 properties from Harlow Place, Calista. The residents expressed their objection to the proposed construction of the cul de sac that has been budgeted for in the 2016/17 Capital Works Program.

A cul de sac upgrade was previously proposed and approved in the 2009/10 budget when the road was due for resurfacing but was cancelled when the residents did not agree to contribute towards the cost of the power pole relocation and undergrounding of residents overhead power supply.

In February 2016 a complaint was received from 15 Harlow Road advising that waste trucks were using his cross-over to turn around and was concerned about the eventual damage and cost of maintenance. Council officers attended a meeting with the complainant and investigated the residents complaint in consultation with the City's waste contractor.

As a result of the investigation into the resident's complaint, the City's Engineering design section prepared a budget proposal for the 2016/17 capital works programme, and prepared a design plan as per Attachment A.

Prior to the detailed design commencing, underground service locating was undertaken to confirm the depth to existing services. Some residents from Harlow Place queried what the pvc pipes within the verge were for and objected to any cul de sac upgrade. As a result, the residents have objected to any cul de sac upgrade and have signed and presented a petition to Council.

OFFICER RECOMMENDATION:

That Council:

1. Approve the construction of a 9m radius cul de sac in Harlow Place, relocate power pole and underground power to 2 residences with existing overhead power supply at a cost of \$70,000, with no contribution from residents receiving an underground power connection.
2. Authorise Council officers to write to the residents of Harlow Place advising of the upgrade to the cul de sac head and that no contribution from the residents for the underground power connection will be required.
3. Authorise Council officers to request written consent for the proposed Western Power works from the owners of No. 6 and No. 8 Harlow Place.
4. Approve the allocation of an additional \$13,000 to work order number 12228 to increase the existing budget of \$60,000 to \$73,000. Additional \$13,000 to be transferred from work order number 12226.

15.4 HARLOW PLACE PROPOSED CUL DE SAC

DISCUSSION:

The City of Kwinana originally proposed and had budget approval to resurface and upgrade the existing cul de sac layout in Harlow Place and construct a standard 9 metre turning radius cul de sac head as part of the 2009/10 Capital Works program. In order to construct the cul de sac, a power pole with overhead connections was required to be relocated and the overhead customer power feed would need to be undergrounded.

As part of the consultation process, the 3 property owners (house numbers 6, 7 and 8) that required their overhead power to be under-grounded, were requested to contribute 50% of the power pole relocation and undergrounding of the property supply. The contribution requested at the time was \$4,585.90 including GST per property.

A response was received from 2 of the 3 property owners (house numbers 6 and 7) which advised that they could/would not contribute to the relocation of the power pole and undergrounding of their overhead supply.

As a result of the consultation process and objection by the residents it was decided to exclude from the scope the proposed cul de sac upgrade including the relocation of the power pole and undergrounding of overhead power supply. The scope of the project was reduced to only install new kerb and resurface the existing road layout to renew the asset life of the road pavement.

In early February 2016, the City of Kwinana waste services received a complaint from Mr Lionel Hollands from 15 Harlow Road, Calista, complaining that the City's waste contractor was using his cross over to manoeuvre the waste truck to turn around and exit Harlow Place cul de sac.

Subsequently a meeting was held on the 23 February 2016 with Mr Hollands and Council officers from Waste Services and Engineering including the Director Corporate and Engineering Services, Manager Engineering Services, Manager Environmental Health, Design Engineer and Coordinator Environmental Health and Waste Services.

As a result of the meeting Council officers arranged with the City's waste contractor to demonstrate the truck's turning manoeuvre required to negotiate the existing Harlow Place road layout. The waste truck was required to do a 5 point turn using the residences' cross-overs.

Cleanaway operating procedures require that waste collection vehicles minimise the amount of time and distance reversed when collecting waste bins. The minimising of reversing for waste collection trucks is essential practice to lower the risk of accidents occurring. Cleanaway have experienced fatalities in similar situations where pedestrians have been hit by reversing trucks where accessibility was limited.

The City's Design Engineer conducted an audit of all the City's cul de sacs that were constructed prior to 1985 to identify manoeuvrability deficiencies and prioritise the cul de sacs for future upgrade projects.

Using Cleanaway's drivers to undertake a driver assessment to rank, each cul de sac was short listed based on turning ability and also applying a ranking based on the City's 2015 road condition rating assessment, It was determined that Harlow Place ranked number 30 out of 93 for the cul de sacs that were assessed. It ranked 4 out of 5 for turning ability due to needing to mount kerb or cross-overs to negotiate turning movement and a 1 out of 5 for road condition, which is expected as it was resurfaced in 2010.

15.4 HARLOW PLACE PROPOSED CUL DE SAC

As a result of the investigation into the resident's complaint, the City's Engineering design section prepared a budget proposal for the 2016/17 capital works programme. The 2016/17 budget estimate was prepared using quantities from the 2009/10 design and current unit rates. The relocation of power pole and undergrounding of overhead supply was estimated on previous quotes plus assumed increases.

During detailed design, revised current quotes were sought from Western Power for the power pole relocation and provision of a power dome as well as revised quotes to provide underground connections to 2 properties that have existing overhead power supply. The revised Western Power quote dated 25 July 2016 is now \$29,310 (excluding GST), up from \$19,014 (excluding GST), an increase of \$10,296.

One of the conditions of Western Power undertaking the pole relocation and dome installation works is that the City of Kwinana seek consent to the proposed works from the land owners/local residence of Harlow Place for the proposed works. After seeking further clarification from Western Power, Council officers were advised that the consent required is in regard to the installation of the power dome within the property boundary of No. 6 Harlow Place and undergrounding of the power supply for house No.6 and No 8 Harlow Place.

If consent is not given by the property owner, Council officers will request from Western Power when a revised design can be prepared indicating an alternate location for the proposed power dome from a consenting land owner, which could result in additional design and installation costs.

Council officers received 3 quotes from electrical contractor's to provide an underground connection from the two (2) affected residences with overhead supply to the existing and proposed power domes. The cheapest quote received was \$5,250 + GST for both houses, which has increased by \$1,250 overall for this component of work on the project.

Therefore if the officers recommendation is supported, the project budget will need to be increased by \$13,000 to allow for the increase in costs to allow for the relocation of power in the street and to residences. The additional funds required can be transferred from work order number 12226. The scope of the Barter Road resurfacing project has been amended and surplus funds will be available to transfer to this project.

LEGAL/POLICY IMPLICATIONS:

No Legal/Policy implications have been identified as a result of this report or recommendation.

FINANCIAL/BUDGET IMPLICATIONS:

Budget Item Name:	Harlow Place cul de sac
Budgeted Amount:	\$60,000
Expenditure to Date:	\$1,364
Proposed Cost:	Approximately \$72,910. Therefore \$73,000
Balance:	Approximately \$0.00

*NOTE: All figures are exclusive of GST

15.4 HARLOW PLACE PROPOSED CUL DE SAC

ASSET MANAGEMENT IMPLICATIONS:

Cul de sac upgraded if supported.

Sub standard road end if not supported.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report or recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

No strategic/social implications have been identified as a result of this report or recommendation.

RISK IMPLICATIONS:

The City of Kwinana's contracted waste contractor has expressed concern at a number of locations within the City of Kwinana where the waste truck drivers are required to undertake 3 to 5 point turns to negotiate some cul de sac's within the City when collecting waste and recycle bins. The worst scenario's is when they need to reverse out of a cul de sac as there is literally not enough room to turn around.

An upgrade to widen Harlow Place would resolve ongoing problems the City's waste contractors have for access on bin collection day. Cleanaway operating procedures require that waste collection vehicles minimise the amount of time and distance reversed when collecting waste bins.

The minimising of reversing for waste collection trucks is essential practice to lower the risk of near misses and accidents occurring. Cleanaway have experienced fatalities in similar situations where pedestrians have been hit by reversing trucks where accessibility was limited.

Cleanaway will not reverse their vehicles down the entire length of a street unless there is no alternative. In Harlow Place, the waste contractor has been using the cross-overs of residences to carry out multiple point turns to exit the cul de sac.

Minimising reversing is good occupational, health and safety practice and reduces the risk of damage to property and near misses and collisions with members of the public. Any reduction of risk for Cleanaway is a reduction of risk and liability for the City on whose behalf they act.

Should Council not support the construction of the upgraded cul de sac head able to facilitate turning of a rubbish truck, the risk of damage to property or injury to road users remains.

15.4 HARLOW PLACE PROPOSED CUL DE SAC

COUNCIL DECISION

298

MOVED CR D WOOD

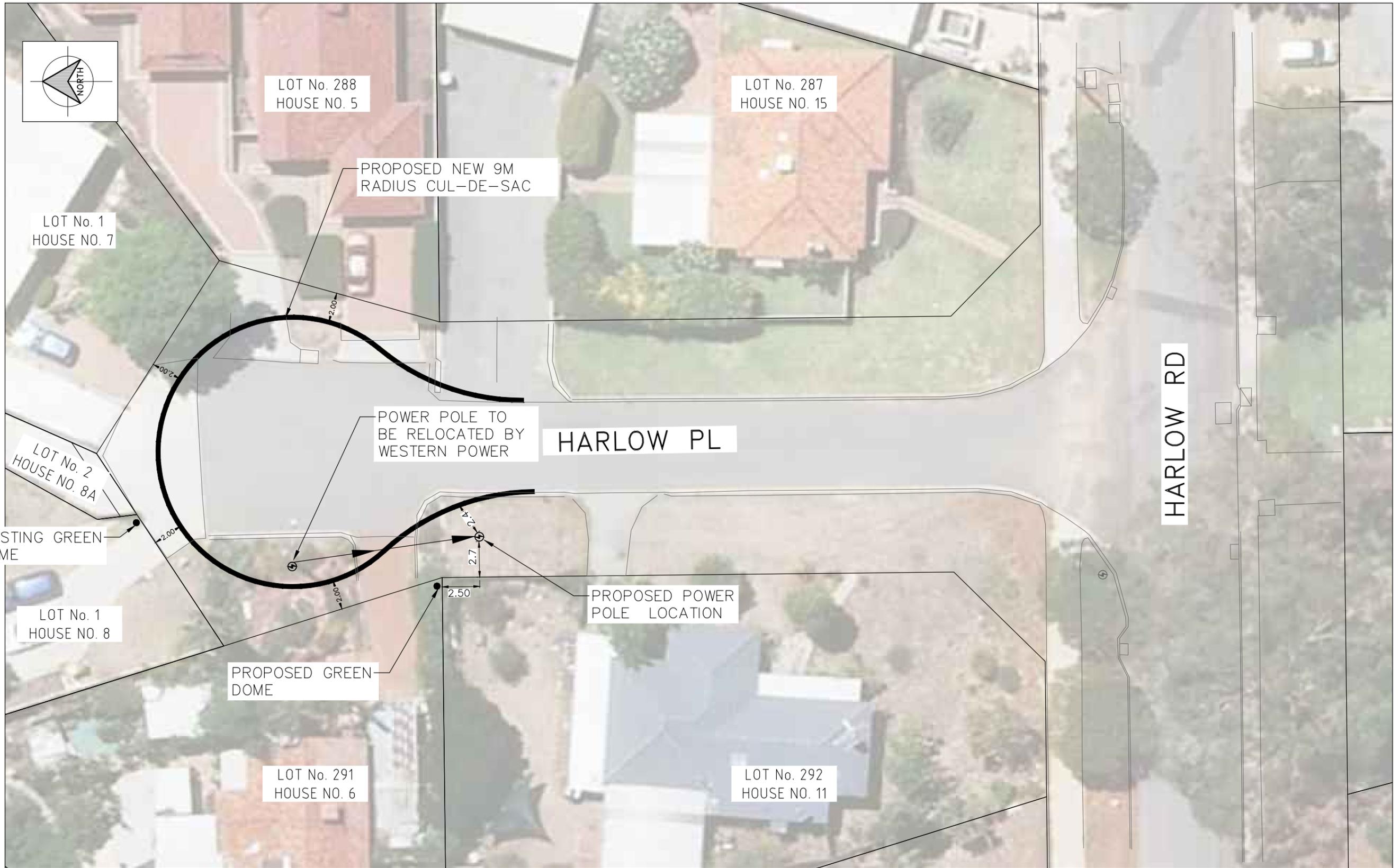
SECONDED CR R ALEXANDER

That Council:

1. **Approve the construction of a 9m radius cul de sac in Harlow Place, relocate power pole and underground power to 2 residences with existing overhead power supply at a cost of \$70,000, with no contribution from residents receiving an underground power connection.**
2. **Authorise Council officers to write to the residents of Harlow Place advising of the upgrade to the cul de sac head and that no contribution from the residents for the underground power connection will be required.**
3. **Authorise Council officers to request written consent for the proposed Western Power works from the owners of No. 6 and No. 8 Harlow Place.**
4. **Approve the allocation of an additional \$13,000 to work order number 12228 to increase the existing budget of \$60,000 to \$73,000. Additional \$13,000 to be transferred from work order number 12226.**

**CARRIED
4/3**

The Mayor re-entered the Council Chambers at 8:05pm and resumed her position as the Presiding Member.



LAYOUT PLAN
SC=1:250 (A3)

ATTACHMENT A

REV	DATE	DESCRIPTION	DRAWN
A	07/16	ISSUED FOR COMMENT	S.H

ASSOCIATE CONSULTANT:



PROJECT: **CUL-DE SAC UPGRADE
HARLOW PLACE - CALISTA**
ADDRESS: Cnr Gilmore Avenue and Sulphur Road, Kwinana WA 6167
PHONE: (08) 9439 0200
FAX: (08) 9439 0222
EMAIL: admin@kwinana.wa.gov.au
WEB: http://www.kwinana.wa.gov.au

SCALE: **1:250 (A3)**
DESIGN: S.H CHECK: S.S
DRAWN: S.H DATE: 07/16
AUTHORISED (MANAGER ENGINEERING SERVICES)
R.NAJAFZADEH

DRAWING TITLE: **HARLOW PL UPGRADE
COUNCIL REPORT**
FILE NO.: **HARLOP**
DRAWING NUMBER: **17-017-25** REVISION: **A**

15.5 Joint Development Assessment Panel Application – General Industry – Lithium Hydroxide Processing Plant – Lot 12 Mason Road, Kwinana Beach

SUMMARY:

Council has received a proposal for a General Industry – Lithium Hydroxide Processing Plant for consideration under the City of Kwinana Town Planning Scheme No. 2 (Scheme). The proponent – Tianqi Lithium Australia Pty Ltd proposes to construct and operate a Lithium Hydroxide Processing Plant (LHPP) on a 19.975 hectare leased portion of Lot 12 Mason Road, Kwinana Beach. (Refer to Attachment A - Responsible Authority Report (RAR)).

The proponent advises that Stage 1 of the proposed facility (the subject of this application) will produce 23,950 tonnes per annum (tpa) of lithium hydroxide at ultimate capacity that will be exported for use in the manufacture of lithium batteries. This lithium hydroxide will be produced from processing approximately 160,900 tpa of spodumene concentrate which will be transported by road from the Talison mine at Greenbushes to the Kwinana LHPP. As a by product of the lithium hydroxide refining process, approximately 43,900 tpa of sodium sulphate will be produced for export and used in formulating detergent powder. Additionally, 175,900 tpa Tianqi aluminosilicate (TAS) and 26,100 tpa gypsum residues (also a by product of the refining process) will go to market as a by-product to local cement, concrete and brick manufacturers (TAS) and for use in agriculture (gypsum).

The project will comprise the following key non-process components;

- Administration Office;
- Emergency-Security-Training Building;
- Laboratory;
- Control Building, cafeteria and ablution facilities;
- General Warehouse;
- Workshop;
- Roads and Car parks; and
- Landscaping

The project will comprise the following process components:

- Gatehouse;
- Transport Office;
- Spodumene Receiving Building;
- Acid and Caustic Storage;
- Diesel Storage Tank
- TAS Building;
- Conveyors;
- Pyrometallurgical Operations 1;
- Hydrometallurgical Operations 1;
- Product Bagging and Handling Building;
- Sodium Sulphate Storage Building.

15.5 JOINT DEVELOPMENT ASSESSMENT PANEL APPLICATION – GENERAL INDUSTRY – LITHIUM HYDROXIDE PROCESSING PLANT – LOT 12 MASON ROAD, KWINANA BEACH

The plant is proposed to operate 24 hours per day 365 days per year, and with up to 60 employees working on site at any one time. The applicants Traffic Impact Statement (TIS) states that the development will generate up to 60 truck movements per day (over a 24 hour period), and will generate up to 200 employee vehicle movements per day. During peak hour times the TIS predicts up to 30 vehicle movements per hour. The City's Engineering Department have assessed the TIS and concur with the findings.

The application also submitted an Acoustic Assessment and Air Quality Emission Assessment which both conclude that the plant will comply with the relevant legislative requirements. The City's Environmental Health Department have reviewed these documents and are supportive of their findings.

As the estimated development cost of this application is in excess of \$10 million, the City does not have delegation to determine the application. The application is therefore required to be referred to the South West Metropolitan Joint Development Assessment Panel (JDAP) for determination. The application is to be considered by the JDAP at a meeting that is tentatively scheduled for 31 August 2016. City officers have prepared the attached RAR in accordance with the Development Assessment Panel Regulations and it is attached for Council's consideration and determination. The RAR is being provided to the DAP Secretariat ahead of the required timeframe at the request of the applicant on agreement of the City's Planning Staff and Department of Planning Officers.

The City is required to submit the RAR to the DAP Secretariat on 16 September 2016. Should the City not submit this report to the DAP Secretariat within the required timeframe, the Minister for Planning may direct the City to submit any information it has and provide it to the DAP directly.

The application has been referred to Council as the City has received legal advice informing the City that officers do not have delegation to prepare the RAR under the DAP Regulations. Council should note that if it wishes to modify or make an alternative recommendation to that contained with the RAR this should be in the form of a separate recommendation which will be forwarded to the JDAP for consideration at its meeting.

OFFICER RECOMMENDATION:

That Council consider and adopt the recommendation of the Responsible Authority Report (Attached to this report) to the South West Metropolitan Joint Development Assessment Panel for the proposed General Industry – Bitumen Storage and Processing Facility, on Part Lot 9002 Port Road, Kwinana Beach.

COUNCIL DECISION

299

MOVED CR S LEE**SECONDED CR B THOMPSON**

That Council consider and adopt the recommendation of the Responsible Authority Report (Attached to this report) to the South West Metropolitan Joint Development Assessment Panel for the proposed General Industry – Bitumen Storage and Processing Facility, on Part Lot 9002 Port Road, Kwinana Beach.

**CARRIED
8/0**



Form 1 - Responsible Authority Report (Regulation 12)

Property Location:	Lot 12 Mason Road, Kwinana Beach
Application Details:	Proposed General Industry - Lithium Hydroxide Processing Plant and related infrastructure (Workshop, Warehouse, Office / Administration, Laboratory and Security buildings, product lay down and car parking areas)
DAP Name:	METRO SOUTH – WEST
Applicant:	Tianqi Lithium Australia Pty Ltd
Owner:	WA Land Authority – LandCorp
LG Reference:	DA8668
Responsible Authority:	City of Kwinana
Authorising Officer:	Brenton Scambler – Coordinator Statutory Planning
Department of Planning File No:	DAP/16/01068 WAPC Ref: 26-50207-2
Report Date:	25 August 2016
Application Receipt Date:	22 June 2016
Application Process Days:	90 Days
Attachment(s):	Figure 1: Location Plan Figure 2: BAL Contour Plan 1: Perspective Views – 000 2: Site Plan – A01 3: Administration Floor Plan – A02 4: Administration Elevations – A03 5: Security/ Training Floor Plan – A04 6: Security/ Training Elevations – A05 7: Control Room Floor Plan – A06 8: Control Room Elevations – A07 9: Laboratory Floor Plan – A08 10: Laboratory Elevations – A09 11: Warehouse Floor Plan – A10 12: Warehouse Elevations – A11 13: Gatehouse, Transport Office and Entrance – A12 14: Smoking Shelter – A13 15: Perspective Views – A14 16: Spodumene Building Floor Plan – A17 17: TAS Building Floor Plan – A18 18: Northern Boundary Elevations – A19 19: Product Bagging Floor Plan – A20 20: Sewerage Treatment Facilities – A21

	<p>21: Aerial View from South West – A22 22: Aerial View from North West – A23 23: Plant View from East – A24 24: Site Surface Finishes – A25 25: Plant Site Area Layout (Aerial) Plan – 11304-G-006 REV G 26: Plant Site Area Layout Plan – 11304-G-006 REV G 27: Substation 2 Layout – 11304-E-0000-703-REV C 28: Substation 3 Layout – 11304-E-000-704-REV C 29: Substation 4 Layout – 11304-E-0000-705-REV C 30: Substation 4 Layout – 11304-E-0000-706-REV C</p>
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Officer Recommendation:

That the Metro South – West DAP resolves to:

Approve DAP Application reference DAP/16/01068 and accompanying plans 000, A01, A02, A03, A04, A05, A06, A07, A08, A09, A10, A11, A12, A13 and A14 dated 24/05/2016, A17, A18, A19, A20, A21, A22, A23, A24 and A25 dated 30/05/2016, 11304-G-006 REV G dated 10/02/2016, 11304-E-0000-703-REV C, 11304-E-000-704-REV C, 11304-E-0000-705-REV C, 11304-E-0000-706-REV C dated 27/05/2016 in accordance with Clause 6.1 of the City of Kwinana Town Planning Scheme No.2, subject to the following conditions:

Conditions

1. This decision constitutes planning approval only and is valid for a period of two years from the date of approval. If the subject development is not substantially commenced within the two year period, the approval shall lapse and be of no further effect.
2. An area of at least 10,000 square metres (5%) of the lease area to be landscaped and maintained to a high standard thereafter to the satisfaction of the City of Kwinana within 60 days of practical completion of construction.
3. Landscaping areas, vehicle parking spaces and accessways, and all other items and details as shown on the approved development plans shall be installed prior to occupying the proposed development and maintained thereafter to the satisfaction of the City of Kwinana.
4. A detailed Landscaping Plan which outlines the proposed species and densities of plants to be used at the time of planting together with the

anticipated height of each plant at maturity, spacing of each species and location of existing vegetation, the use of mature/advanced species between the existing security fence and the road boundary/verge, and the proposed reticulation layout is required to be submitted to the City of Kwinana for approval prior to lodgement of a building permit. The landscaping plan shall be implemented to the satisfaction of the City within 60 days of the practical completion of construction.

5. Stormwater drainage from roofed and paved areas being disposed of on-site or as may otherwise be approved under Environmental Protection Authority (EPA) Licence conditions or approved Stormwater Management Plan to the satisfaction of the City of Kwinana.
6. The applicant shall implement dust control measures for the duration of the Site and Construction Works, and for the ongoing operation of the site to the satisfaction of the City of Kwinana.
7. Vehicle crossovers shall be constructed to the specifications and satisfaction of the City of Kwinana.
8. The provision of vehicle parking bays as defined on the approved development plans in accordance with AS2890, to be clearly marked on the ground and constructed of bitumen, brick or concrete and drained prior to the occupation to the satisfaction of the City of Kwinana.
9. All vehicle parking to be accommodated within the boundaries of the subject lot to the satisfaction of the City of Kwinana.
10. All trafficable areas are to be sealed and drained as per the City of Kwinana 'Trafficable Areas' Specifications to the satisfaction of the City of Kwinana.
11. All non-trafficable and lay-down areas within the subject lot being sealed and drained to comply with the City of Kwinana non-trafficable and lay-down area specifications.
12. All vegetation cleared as part of the development shall be mulched and re-used throughout the landscaped areas of the development to the satisfaction of the City of Kwinana.
13. On-site effluent disposal systems shall be nutrient retentive to comply with the Health Act 1911 and Cockburn Sound Management Council requirements. Use of conventional septic systems is not permitted.
14. All plant and vehicle wash down facilities shall be connected to an appropriate wastewater treatment system to the satisfaction of the City of Kwinana.

15. The development shall be connected to an adequate potable water supply in accordance with the standards required by the *National Health and Medical Research Council Australian Drinking Water Guidelines (2004)*.
16. Within 60 days of commissioning of the plant operations, the proponent shall provide to the City of Kwinana, certification from a suitably qualified acoustic consultant that the noise emissions resulting from the operations on the site comply with Environment Protection Act and Regulations. The certification shall demonstrate that the plant complies with Environmental Protection (Noise) Regulations 1997 from time of commencement of operations through to maximum throughput capacity.
17. All earthworks and development proposed to be carried out on site shall be undertaken in accordance with the requirements of the document "*Site Contamination Management Plan Capping Area*" (*Golder and Associates, November 2003, Reference Number 02640088*).

2. Advice to Applicant

- 2.1 The applicant is advised that all future development must be submitted to the City of Kwinana prior to the commencement of works or alteration of land use.
- 2.2 Construction should not be commenced for the components of the development which require building approval until the applicant has paid the appropriate fees, submitted the appropriate supporting documentation and has been issued with a building permit in accordance with the *Building Act 2011* and *Building Regulations 2012*.
- 2.4 The applicant should ensure that the proposed development complies with all other relevant legislation, including but not limited to, the *Environmental Protection Act 1986*, Health Act and Regulations, *Environmental Protection (Noise) Regulations 1997*, *Dangerous Goods Safety Act 2004* and Regulations, *Contaminated Sites Act 2003* and the *National Construction Code*.
- 2.5 The proponent is advised to liaise with the Kwinana Industries Council (KIC) to include the noise emissions from the development into the KIC cumulative noise model.
- 2.6 Training rooms and public galleries used for educational purposes are required to comply with the *Health (Public Building) Regulations 1992*.
- 2.7 The proponent should make an application to the City of Kwinana for the installation of effluent treatment and disposal systems.
- 2.8 Ablutions and sanitary facilities are required to comply with the requirements of the *Health (Sewerage Lighting and Ventilation) Regulations 1971*.
- 2.9 In regards to the parking provision condition, the City of Kwinana Town Planning Scheme No.2 requires a minimum of 246 vehicle parking bays, as such, a reduction in the overall car parking required for the site has been

granted on the basis of the total staff numbers present on the site at any time. Should the use of the site change then a reassessment of the parking required on site will be required.

2.10 The Department of Environment and Regulation have advised that Groundwater investigations at Lot 12 Mason Road have identified the widespread presence of nitrate contamination at concentrations exceeding Marine Water Ecosystems criteria. In accordance within Department of Health advice if groundwater is being, or is proposed to be abstracted, analytical testing should be carried out to determine whether the groundwater is suitable for its intended use.

Background:

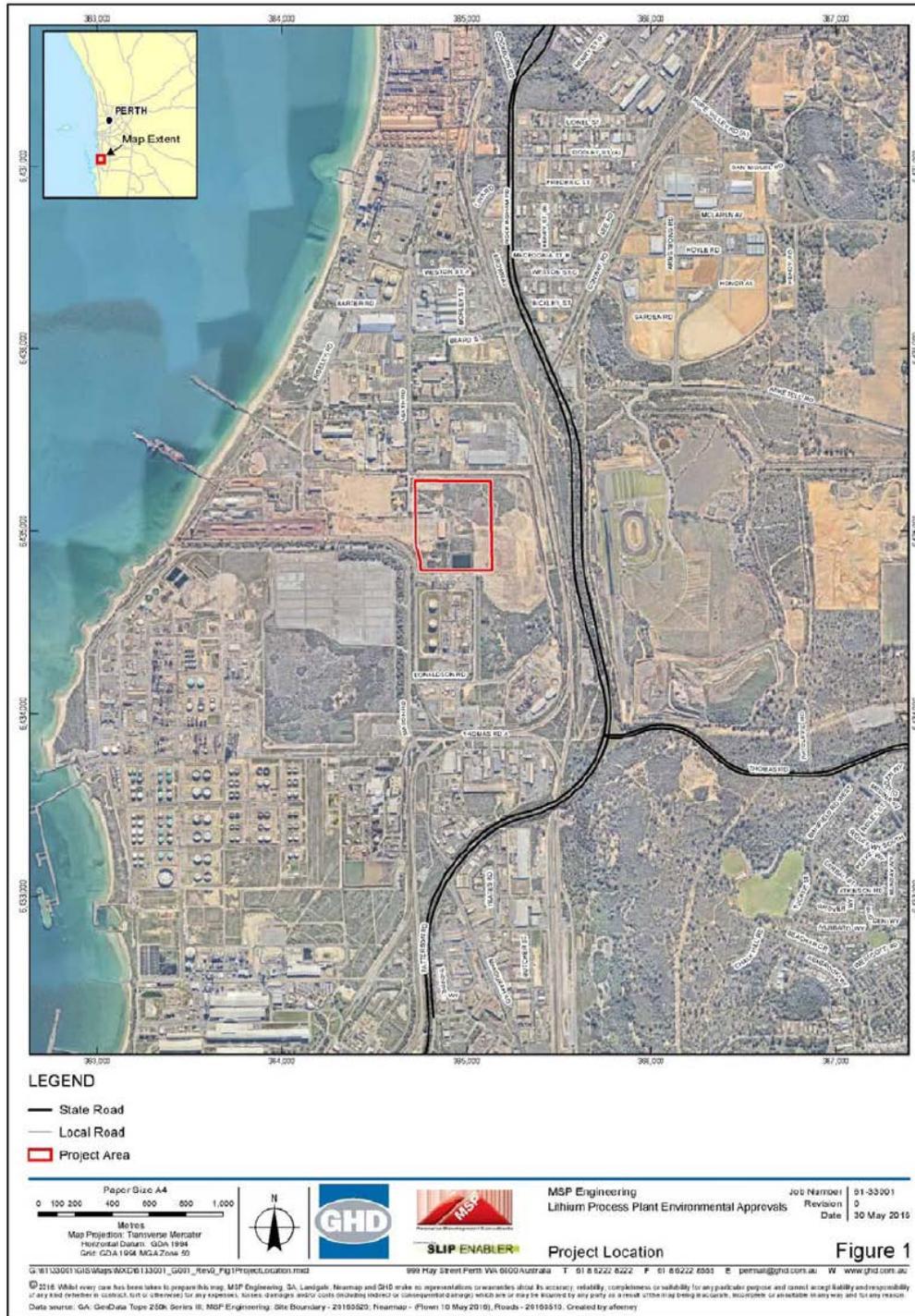
Property Address:	Lot 12 Mason Road, Kwinana Beach
Zoning	MRS: Industry
	TPS: General Industry
Use Class:	Office General Industry – Lithium Hydroxide Processing Plant Warehouse Workshop
Strategy Policy:	City of Kwinana Local Planning Policy (LPP) - Development within Industrial Zones
Development Scheme:	City of Kwinana Town Planning Scheme No.2
Lot Size:	19.9 hectares (proposed lease area)
Existing Land Use:	Office and industrial buildings
Value of Development:	\$300 million

The subject site is approximately 69.9 hectares in area with a lease area of 19.9 hectares to be used for the proposed project. The property was formerly known as Lot 12 Mason Road before it was subdivided. The subject site is situated on the western side of Rockingham Road, Kwinana Beach. The current lease area contains an existing industrial shed and lined wastewater sump. Both the industrial shed and sump are proposed to be demolished and removed as part of this application. The development is contained within the General Industry zone.

The site currently contains one other General Industrial use and a number of smaller administration buildings to the west of the development area. These existing uses are proposed to remain in operation separate to this development.

The site is accessed via Leath Road and Donaldson Road.

Figure 1 – Location Plan



Proposal

Tianqi Lithium Australia Pty Ltd proposes to construct and operate a Lithium Hydroxide Processing Plant (LHPP) on a 19.975 hectare leased portion of Lot 12 Mason Road, Kwinana Beach. The proposal also includes the construction of associated infrastructure to support the plant consisting of an Administration Building,

Laboratory, Security Building, Control Building, Workshop and Warehouse, Chemical Storage and Bulk Diesel Tank.

The proponent advises that Stage 1 of the proposed facility (the subject of this application) will produce 23,950 tonnes per annum (tpa) of lithium hydroxide at ultimate capacity that will be exported for use in the manufacture of lithium batteries. This lithium hydroxide will be produced from processing approximately 160,900 tpa of spodumene concentrate which will be transported by road from the Talison mine at Greenbushes to the Kwinana LHPP. As a by product of the lithium hydroxide refining process approximately 43,900 tpa of sodium sulphate will be produced for export and used in formulating detergent powder. Additionally, 175,900 tpa Tianqi aluminosilicate (TAS) and 26,100 tpa gypsum residues (also a by product of the refining process) will go to market as a by-product to local cement, concrete and brick manufacturers (TAS) and for use in agriculture (gypsum).

The project will comprise the following key non-process components;

- Administration Office;
- Emergency-Security-Training Building;
- Laboratory;
- Control Building, cafeteria and ablution facilities;
- General Warehouse;
- Workshop;
- Roads and Car parks; and
- Landscaping

The project will comprise the following process components:

- Gatehouse;
- Transport Office;
- Spodumene Receiving Building;
- Acid and Caustic Storage;
- Diesel Storage Tank
- TAS Building;
- Conveyors;
- Pyrometallurgical Operations 1;
- Hydrometallurgical Operations 1;
- Product Bagging and Handling Building;
- Sodium Sulphate Storage Building.

Legislation & Policy:

Legislation

The proposed LHPP project is subject to a range of licences and regulations applying to industry in Western Australia. A summary of the key legislation, regulations or local laws relevant to the application is listed below:

- *Contaminated Sites Act 2003*
- *Dangerous Goods Safety Act 2004 and Regulations*
- *Environmental Protection Act 1986 and relevant Regulations*
- *Health Act 1911*
- *State Environmental (Cockburn Sound) Policy 2005*
- *Planning and Development Act 2005*
- *Environmental Protection (Kwinana) (Atmospheric Wastes) Regulations 1992*
- *Environmental Protection (Kwinana) (Atmospheric Wastes) Policy 1999.*
- *City of Kwinana, Local Planning Scheme No. 2 and Local Planning Policies*

State Government Policies

State Planning Policy 4.1 – State Industrial Buffer Policy

State Planning Policy 2.6 – State Coastal Planning Policy and associated Position Statement

Local Planning Policies

Local Planning Policy – Development within the Cockburn Sound Catchment

Local Planning Policy – Development within Industrial Zones.

Consultation:

Public Consultation

The proposal represents a “P” use within the context of the requirements of Town Planning Scheme No.2 (TPS 2) and therefore is not required to be advertised. Regardless of this, given the scale of the project, the applicant subsequently liaised with the surrounding land owners and provided letters of support to the development as part of the application process.

Consultation with other Agencies or Consultants

The following government departments and service agencies were consulted;

- Department of Environment Regulation (Contaminated Sites and Native Vegetation Branches);
- Dampier to Bunbury Natural Gas Pipeline (DBNGP)

The following advice was received from the consulted agencies;

Department of Environment Regulation (DER)

The DER advised that the parent lot, being Lot 12 Mason Road was classified as a contaminated – restricted use under the Contaminated Sites Act 2003.

Groundwater investigations carried out at Lot 12 Mason Road have identified the widespread presence of nitrate contamination in concentrations exceeding Marine Water Ecosystems criteria. In accordance with the Department of Health advice

(received by DER) if groundwater is being, or is proposed to be abstracted, analytical testing should be carried out to determine whether the groundwater is suitable for its intended use. An advice note has been recommended on the approval notifying the applicant that should groundwater be intended for use on the site then it should be subjected to analytical testing to determine its suitability for use. In this regard, the DER recommended no further action be needed in respect to the groundwater contamination present on the site.

The proposed LHPP is proposed to be constructed on the south-eastern portion of Lot 12 Mason Road. A limestone capped area occupies the eastern portion of the site and is managed under a Site Contamination Management Plan, prepared by Golder and Associates in 2003. The contamination present under this capped area is a result of the previous use (Hismelt - Iron Foundry and Smelting plant) on the site and consists of blast furnace dust, blast furnace slag and blue gravel. At the time of the Golder and Associates testing in 2003, the concentrations of arsenic, cadmium, lead and zinc present under the capped area of the site exceeded the relevant guidelines for Environmental Investigation Levels but not Health Investigation Levels for commercial industrial use. The proposed development footprint for the LHPP includes a portion of this capped area. The extent of development which extends over the capped area includes truck parking, product container loading areas and a product container handling area. In this regard, the DER recommends that any works proposed to be carried out within the limestone area should comply with the requirements of the document "*Site Contamination Management Plan Capping Area*" (Golder and Associates, November 2003, Reference Number 02640088). With regard to the contamination present under the capped area of the site, no further remediation is required subject to the development meeting the requirements of the Golder and Associates report referenced above.

In summary, in regards to the DER's comments on the proposal a condition has been recommended on the approval which requires that all development to be carried out over the limestone capped area within the south eastern portion of the subject land to be in accordance with the requirements of the Site Contamination Management Plan Capping Area" (Golder and Associates, November 2003, Reference Number 02640088). In addition, an advice note has been recommended which advises the applicant that should groundwater be extracted from the site then testing should be carried out in accordance with the DER's advice to determine its suitability.

Dampier to Bunbury Natural Gas Pipeline (DBNGP)

DBNGP (WA) Nominees Pty Limited confirmed that they have no objection to the proposed development.

Planning assessment:

Town Planning Scheme No. 2 Implications

The proposal represents a 'General Industry' use in the context of TPS 2 which is described under Appendix 4 (Interpretations) as: "*means any industry other than a hazardous, light, noxious, rural, extractive or service industry*".

TPS 2 defines 'Industry' as '*the carrying out of any process for and incidental to: (b) the winning, processing or treatment of minerals*'.....

'Hazardous Industry' in the definition of TPS 2 '*means an industry which by reason of the processes involved or the method of manufacture, or the nature of the materials used or produced requires isolation from other buildings.*'

In the context of the General Industrial Zone, the General Industry use represents a "P" (Permitted) use, provided it complies with the relevant standards and requirements laid down in the Scheme and all conditions (if any) imposed by the Council in granting planning consent.

In the context of TPS 2 this development has been considered as a 'General Industry' in lieu of 'Hazardous Industry'. In this regard, the development has been considered a General Industry on the basis of the information and detail provided in the application proposal. The applicant has advised that the volumes of materials stored on site will likely not result in the development being classified as a major hazard facility in the context of the Dangerous Goods legislation.

Whilst the development does generate air quality emissions, the applicant's Air Quality Assessment (prepared by consultants GHD) has concluded that the ground level concentrations generated by the development are expected to remain well below the limits and standards specified in the *Environmental Protection (Kwinana) (Atmospheric Wastes) Policy 1999*, and will not result in a significant increase to the maximum predicted ground level concentrations of SO₂ associated with emissions from the existing industries located in Kwinana.

The modelling results also indicated broad compliance with the Kwinana EPP limits and standards, except for exceedances that are predicted to occur for existing Kwinana industry emissions (which would have otherwise occurred without the proposed LHPP).

For the reasons discussed above, the development has been considered as a 'General Industry' in the context of TPS 2.

Development Requirements under Town Planning Scheme No.2

The following Table lists the relevant provisions under TPS 2 which apply to this application. Other elements of the application relevant to the determination of applications under Part 2.4 of the Scheme are also detailed following.

Table 1 – Town Planning Scheme Summary

City Planning Scheme No.2 Clause	Requirements	Planning Comment
6.8.1 – Outline Development Plans	Not Applicable	The Development is not subject to an outline development plan.
6.8.2, 6.8.3 – Minor Works not requiring planning approval	Not Applicable	The works proposed are substantial and do not fall within the works not requiring approval clauses of the Scheme.
6.8.4 – Plot Ratio and Site Coverage	0.8 Plot Ratio 65% Site Cover	The plot ratio and site coverage of the lot is well within the scheme requirements with approximately 30% site cover in total.
6.8.5 – Minimum Setbacks from Boundaries	Side – 6 metres Rear – 9 metres Front - 15 metres	Setbacks to the proposed development comply with the scheme requirements with a minimum of 23 metres from the front boundary for the Spodumene Warehouse and TAS Storage Building. All other development on site is well setback from all other boundaries.
6.8.6 – Appearance of Buildings	Buildings located, constructed and finished so as to not cause detriment to the locality	The proposed development is considered appropriate for the industrial zone and should not detrimentally affect the amenity of the locality.
6.8.7 – Landscaping Areas	5% of site area to be landscaped and maintained	The proponent is required to landscape a minimum of 10,000m ² of the lease area. A condition is recommended that a Landscaping Plan outlining the proposed species including mature/advanced species be submitted to the City of Kwinana for approval and be implemented to the satisfaction of the City.
6.8.8 – Car and Parking	Car Parking Spaces to be provided in accordance	The development requires the provision of 246 vehicle parking bays

Crossovers	with Table III of the Scheme	<p>in accordance with the requirements of Table III of the Scheme. The proponent has indicated that a total of 155 car parking bays plus two bus parking bays will be provided.</p> <p>In regards to the parking shortfall, the applicant has advised that the plant will operate with a total of 60 staff at any one time. In this regard, whilst the car parking proposed represents a significant reduction in the Scheme requirements, the total number of car bays required under the Scheme is due to the large floor area of processing and warehouse areas needed to handle the significant volume of material being processed.</p> <p>On the basis of the staff numbers provided however, (as opposed to the building floor area) the City's planning staff are comfortable with the car parking proposed under this application. Conditions have been recommended requiring trafficable and non-trafficable areas to be sealed and drained in accordance with the City of Kwinana's specifications.</p>
6.8.9 – Loading and Unloading	Loading / Unloading areas to be maintained in good order	The proposed loading / unloading areas of the development are proposed to be provided in an appropriate location and manner.
6.8.10 – Waste Water and Effluent Disposal	Waste water to be managed appropriately to preserve the environment and groundwater	<p>The applicant states that washdown water will be returned to the internal stormwater sumps within the process plant area for reuse in the plant. Sewage and grey water generated on site is proposed to be disposed of through a nutrient retentive effluent disposal system. Stormwater collected on site is proposed to be piped to drainage sumps on the site and reused in the plant process. All other waste water which is unable to be reused within the plant processes will be discharged through the Sepia</p>

		Depression Ocean Outfall Landline (SDOOL) in conjunction with DER licencing requirements.
6.8.11 – Recycled Water	Council shall have regard to the ability to recycle water in industrial processes	The proponent has indicated that stormwater will be harvested and used as process water. Excess stormwater (up to 1 in 20 year 24-hour rain event) will be contained in purpose built infiltration (soakage) basins sized to receive stormwater harvested from roofs and sealed surfaces in accordance with the City of Kwinana's specifications.
6.8.12 – Fencing	A security fence proposed on a front lot boundary shall be setback 1.5 metres from the front lot boundary and landscaping shall be established and maintained between these lines to the satisfaction of Council.	The boundary fence is proposed to be constructed on the front lot boundary with a significant portion of high quality masonry fencing being provided. It is recommended that landscaping be established and maintained behind the fence and the lot boundary.
6.8.13 – Private Utility	Not Applicable	Not applicable.

City of Kwinana Local Planning Policies

The proposed development complies with the requirements of both the *Development within the Cockburn Sound Catchment*, and *Development within Industrial Zones* local planning policies.

With respect to the Local Planning Policy (LPP) – *Development within the Cockburn Sound Catchment*, the proposal is unlikely to generate large volumes of waste water from the processes carried out within the facility. In this regard however, the proponent is required to capture all stormwater and dispose of it within the boundaries of the site, and all wastewater from the ablution and plant / vehicle wash down facilities will be required to be connected to an appropriate treatment system. Alternatively, the applicant may also be able to discharge of wastewater via the SDOOL in accordance with any licence conditions imposed by the DER in this regard.

With regard to the provisions of LPP – *Development within the Industrial Zones*, the proposed development complies with all relevant requirements of this policy. The development is required to be connected to a nutrient retentive effluent disposal system which limits the amount of nutrient run-off from effluent disposal.

The proposed development complies with the requirements of Town Planning Scheme No.2 and its Policies. The development is considered appropriate for the intent and policy objectives for the General Industry Zone and recommended for approval subject to appropriate conditions.

City of Kwinana Draft Industrial Strategy

The City's draft Industrial Strategy has been prepared as a supporting document to the City's draft Local Planning Strategy. The draft Local Planning Strategy is currently under review. In December 2014, Council adopted the draft Local Planning Strategy for consultative advertising prior to formally forwarding it to the Western Australian Planning Commission (WAPC) for certification for formal advertising under the Town Planning Regulations. The draft Industrial Strategy proposed a series of industrial classes according to the intensity and nature of the industrial use. It is useful as a guiding document for proposals of this type. Under this draft strategy, the proposal represents a Class II Industry. Class II industry under the draft strategy requires a 1000 metre separation distance from the nearest residential areas. The land holding is approximately 2.4km from the nearest residential zone in the suburb of Medina to the south-east. The development therefore meets the separation objectives of the City's draft Industrial Strategy.

Air Quality Assessment

The Air Quality Assessment (prepared by consultants GHD) provided with the application concludes that the ground level concentrations generated by the LHPP are expected to remain well below the limits and standards specified in the *Environmental Protection (Kwinana) (Atmospheric Wastes) Policy 1999*, and will not result in a significant increase to the maximum predicted ground level concentrations of SO₂ associated with emissions from the existing industries located in Kwinana.

The dispersion modelling of plant emissions in the report demonstrates compliance with the relevant air quality criteria for all residential sensitive receptors. The report also concludes that emissions from the proposed Lithium Hydroxide Process Plant are unlikely to impact on residential sensitive receptors in proximity to the plant.

The report also includes a review of the likely cumulative impacts and concludes that the cumulative impacts from the proposed Kwinana LHPP with existing industries within the Kwinana Industrial Area will be acceptable.

DER Application for a works approval has been submitted and the City have recently provided comment.

Traffic and Transport Considerations

A Transport Assessment Report prepared by Porter Consulting Engineers was submitted with the application. The report assessed the accessibility of the development site, traffic operations, car parking and the potential impacts of the development related traffic on the local road network.

The proposed development will obtain access from Leath Road / Donaldson Road extension. Leath Road is a local access road located along the northern boundary of the proposed development. Traffic generated by this development also feeds into Beard Street (to the north) and Rockingham Road (to the east). The development will increase traffic movements on the local road network and incorporates operational and administrative staff and raw material and product movement by trucks.

The applicant's Traffic Impact Statement (TIS) models the impact of the additional traffic on the road network and has been assessed by developing a base case scenario considered to be the worst case in 2021. This base case incorporates other development traffic in the area from the local area and the new Sims Metal development. The TIS states that the development will generate up to 60 truck movements per day (over a 24 hour period), and will generate up to 200 employee vehicle movements per day. During peak hour times the TIS predicts up to 30 vehicle movements per hour. The TIS states that the impact on the operation of the key signalised junctions on Rockingham Road and on the capacity of the local road network has been assessed and concluded that there will be no material impact.

The TIS was peer reviewed by the City's Development Engineer who concurred with the findings of this report.

Noise

As the facility is proposed to operate 24 hours per day / 7 days per week, noise received at any residence needs to comply with the assigned night period noise level. Additionally, as the facility is located within the Kwinana Industrial Area, noise received at the neighbouring industrial premises needs to comply with the assigned noise level applicable at any time at the boundary of the neighbouring industrial premises. An Acoustic Assessment report prepared by GHD and dated June 2016 was submitted with the development application.

Noise emissions from the proposal would be mainly from process fans, pumps, steam generation (from boilers), air compressors, milling equipment and on-site truck movements. The nearest noise sensitive receptors are located approximately 2.4km to the south east being the Medina/Calista residential areas.

In 2010, the Kwinana Industries Council (KIC) commissioned an update to the KIC acoustic model to incorporate current KIC member acoustic model data, covering

most existing major noise emitters in the KIA. The consultant also undertook a noise measurement program to compare measured levels with model outputs for reference locations throughout the Kwinana area, including residential areas. The KIC model can be used to generate overall KIC source predicted noise contours for use by individual members to facilitate the assessment of their own proposals and to determine the cumulative effects.

Noise emissions from the LHPP need to comply with the requirements of the *Environmental Protection (Noise) Regulations 1997*. The Acoustic Assessment Report states that the proposal complies with the Regulations and assigned noise levels at the boundary. Additionally the report indicates that the following mitigation measures have been included in the LHPP design;

- Selection of equipment and plant items to limit noise emissions by selecting equipment to achieve a noise level of less than 85 dBA at a distance of 1 m, consistent with occupational health and safety requirements.
- Purpose built acoustic enclosures to be provided where required for noisier items of equipment, such as compressors, in order to achieve noise levels of less than 85 dBA at 1m.
- As one of the noisier items of equipment, the microniser will be enclosed in a building.
- The spodumene delivery, spodumene stockpile, product bagging, product handling and residue buildings will be constructed using corrugation iron for the walls and roofs.

Cumulative noise levels generated from the Kwinana Industrial Area (KIA) have reached levels where they are impacting on the surrounding residential areas within Medina and Calista. In this regard, the City of Kwinana and the Kwinana Industries Council (KIC) have an agreement that noise levels generated from the KIA will continue to be improved upon through redevelopment and upgrade to existing industry and new industry will be encouraged to reduce noise levels as far as possible. This is being monitored by the City in assessing new applications for development and by the KIC through their cumulative noise model for the industrial area.

The City has recommended a condition that requires that certification be provided to the City at final commissioning of the plant to confirm that noise emissions resulting from the operations on site comply with the Environmental Protection Act and Regulations. An advice note has also been included requesting the proponent liaise with the KIC for inclusion of their noise report into the KIA cumulative noise model.

Dust

The application states that dust emissions will be mitigated through the implementation of a Construction Environmental Management Plan (CEMP) for the project. The CEMP is proposed to be developed and implemented as part of the construction program for the development. In this regard, a condition has been

recommended on the development requiring dust management to be undertaken during construction and the ongoing operation of the plant.

Waste Disposal

The effluent generated on the site is required to be treated via a nutrient retentive effluent disposal system. It has been proposed and also required via a condition of approval that the development be connected to such a system.

It is intended that all stormwater from building and paved areas on site will be collected and used in the plant processes where possible. The applicant has advised that they intend to access process water for the LHPP from the Kwinana Water Recycling Plant (KWRP). The applicant has stated that the wastewater generated from the plant will largely be the result of cooling tower blow down water. This waste water is proposed to be returned to the KWRP for disposal via the SDOOL. The City supports the reuse of collected stormwater and the utilisation of KWRP water in the process equipment.

Climate Change and Sea Level Rise

The objectives of the WAPC State Planning Policy 2.6 State Coastal Planning and associated Position Statement requires that the location of coastal facilities and development takes into account coastal processes including erosion and sea level change and biophysical criteria.

The Department of Transport's Sea Level Change in Western Australia – Application to Coastal Planning Report (February 2010) recommends for planning timeframes beyond 100 years that a vertical sea level rise of 0.01 m/year be added to 0.9m for every year beyond 2110. Under the WAPC Position Statement, for new development on a sandy coast, the impact of this increase in vertical sea level rise value from 0.38 to 0.9m will result in an increased horizontal setback of 52m, increasing the total setback for the general guide from 100m to 150m.

The proposed development has a horizontal separation from the water mark of approximately 1.2 kilometres.

Contamination

The DER advised that the parent lot, being Lot 12 Mason Road was classified as contaminated – restricted use under the Act.

Groundwater investigations carried out at Lot 12 Mason Road have identified the widespread presence of nitrate contamination in concentrations exceeding Marine Water Ecosystems criteria. In accordance with the Department of Health advice

(received by DER) if groundwater is being, or is proposed to be abstracted, analytical testing should be carried out to determine whether the groundwater is suitable for its intended use. An advice note has been recommended on the approval notifying the applicant that should groundwater be intended for use on the site then it should be subjected to analytical testing to determine its suitability for use. In this regard, the DER recommended no further action be needed in respect to the groundwater contamination present on the site.

The proposed LHPP is proposed to be constructed on the south-eastern portion of Lot 12 Mason Road. A limestone capped area occupies the eastern portion of the site and is managed under a Site Contamination Management Plan, prepared by Golder and Associates in 2003. The contamination present under this capped area is a result of the previous use (Hismelt - Iron Foundry and Smelting plant) on the site and consists of blast furnace dust, blast furnace slag and blue gravel. At the time of the Golder and Associates testing in 2003, the concentrations of arsenic, cadmium, lead and zinc present under the capped area of the site exceeded the relevant guidelines for Environmental Investigation Levels but not Health Investigation Levels for commercial industrial use. The proposed development footprint for the LHPP includes a portion of this capped area. The extent of development which extends over the capped area includes truck parking, product container loading areas and a product container handling area. In this regard, the DER recommends that any works proposed to be carried out within the limestone area should comply with the requirements of the document "*Site Contamination Management Plan Capping Area*" (Golder and Associates, November 2003, Reference Number 02640088). With regard to the contamination present under the capped area of the site, no further remediation is required subject to the development meeting the requirements of the Golder and Associates report referenced above.

In regards to the DER's comments on the proposal a condition has been recommended on the approval which requires that all development to be carried out over the limestone capped area within the south eastern portion of the subject land to be in accordance with the requirements of the Site Contamination Management Plan Capping Area" (Golder and Associates, November 2003, Reference Number 02640088). In addition, an advice note has been recommended which advises the applicant that should groundwater be extracted from the site then testing should be carried out in accordance with the DER's advice to determine its suitability.

Cumulative Risk

In the context of TPS 2 this development has been considered as a 'General Industry' in lieu of 'Hazardous Industry'. In this regard, the development has been considered a General Industry on the basis of the information and detail provided in the application proposal. The applicant has advised that the volumes of materials stored on site will likely not result in the development being classified as a major hazard facility in the context of the Dangerous Goods legislation. In this regard, the City's Planning Staff have liaised with the Department of Mines and Petroleum (DMP) in regard to the classification of the development. Officers of the DMP have advised that the development is highly unlikely to be classified as a major hazard facility and

believe the level of off site risk posed from the development as negligible. In respect to the above a Quantitative Risk Assessment was not sought for this development.

Bushfire Management

Strategen has undertaken a bushfire hazard level and Bushfire Attack Level (BAL) contour assessment on the subject site for the proposed LHPP. The assessments were undertaken in accordance with the Guidelines, the Visual Guide for Bushfire Risk Assessment in Western Australia and AS 3959–2009. The assessments and recommendation situating proposed built assets outside of BAL FZ and BAL 40 areas responds to the bushfire risk imposed by classified vegetation to the north, northwest, south, southwest and east of the subject site in accordance with State Planning Policy 3.7 (Planning in Bushfire Prone Areas) requirements.

Given that the proposed industrial buildings are covered under Class 5 of the Building Code of Australia and that the bushfire construction provisions of the Building Code of Australia (i.e. AS 3959–2009; BALs) do not apply to Class 4 to Class 9 buildings, the applicant has the discretion to utilise any or all of the elements of AS 2959–2009 in the construction of the building that they deem appropriate. However, construction of buildings is generally not permitted within BAL FZ and BAL 40 areas regardless of building class. The development design illustrates that no buildings are proposed to be developed within BAL FZ and BAL 40 areas.

The recommended separation distances from classified vegetation in the form of Asset Protection Zone's will ensure that proposed built assets within the subject site are situated at a compliant distance from bushfire prone areas. It is expected that the proposed industrial development will meet the intent of SPP3.7 through ensuring adequate separation from bushfire hazards. The BAL contours modelled for the subject site are shown in Figure 2 below.

Council Recommendation:

That the application is approved subject to the recommended conditions and advice notes as per this report.

Conclusion:

Upon assessment of the development against the objectives and requirements of Town Planning Scheme No.2, it is considered that the application can be approved subject to conditions. With the exception of a variation to the required car parking bays, the development complies with the requirements of Town Planning Scheme No.2 and represents effective use of currently underutilised industrial land within KIA.



VIEW OF CONTROL CENTRE, LABORATORY AND WAREHOUSE

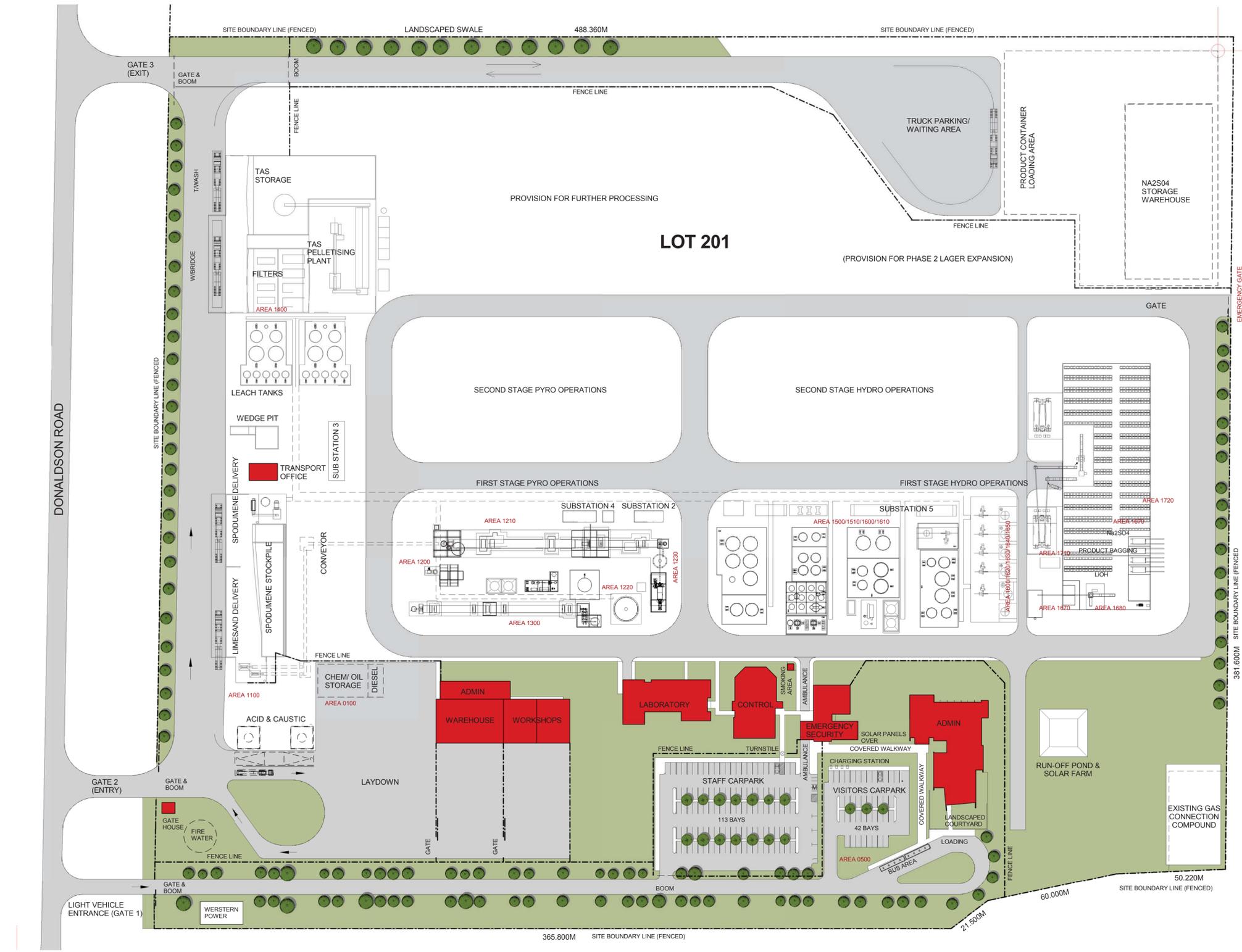


VIEW FROM VISITOR'S CARPARK



VIEW ABOVE ENTRANCE

PERSPECTIVE VIEWS



SITE PLAN

SITE PLAN



PLANT SITE DEVELOPMENT

LOT no. 201, KWINANA

DEVELOPMENT APPLICATION



ATTACHMENT - 2

TOTAL AREA = 200,816 m²

LANDSCAPING = 33,580 m²

peter hunt architect

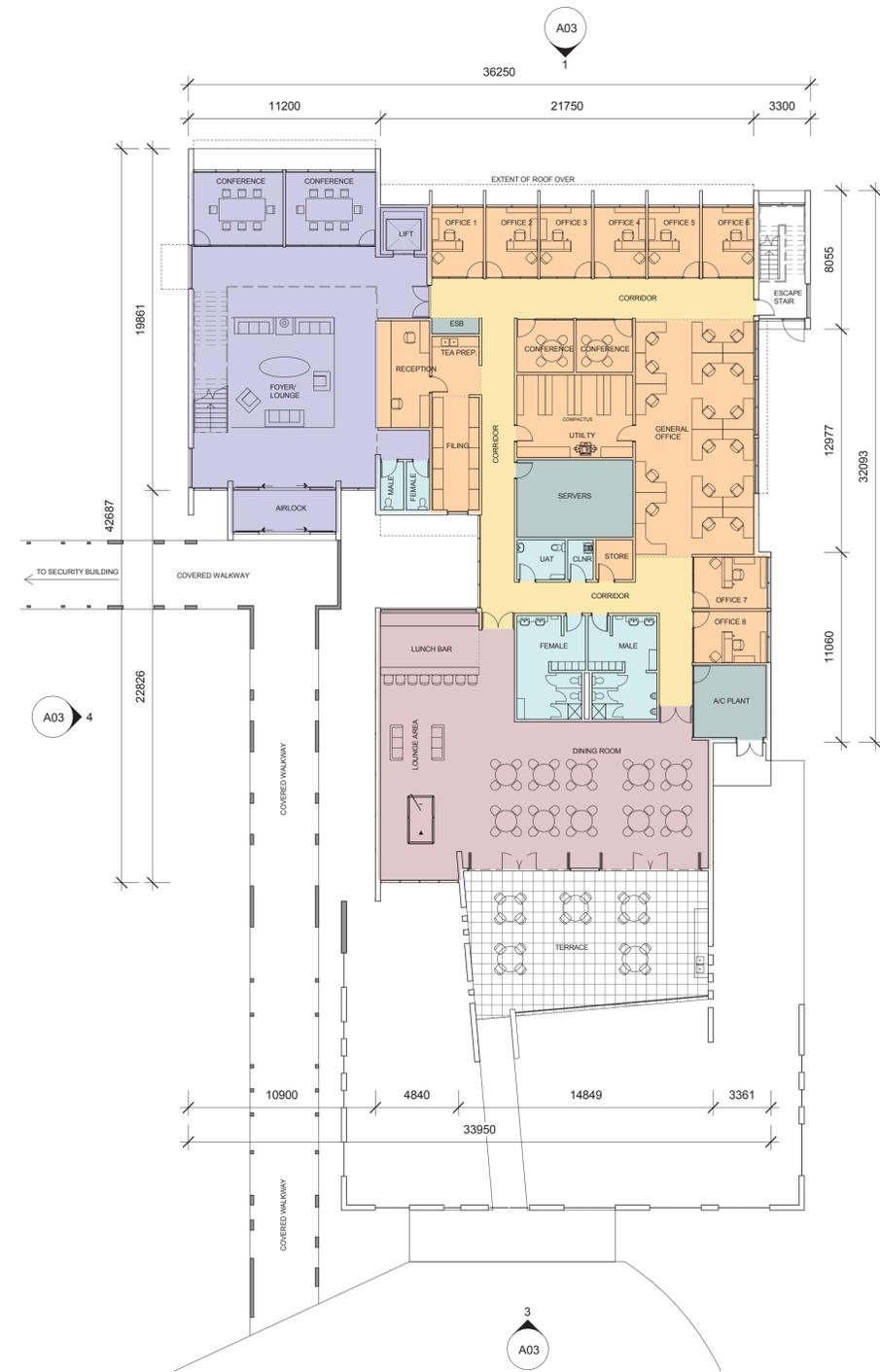


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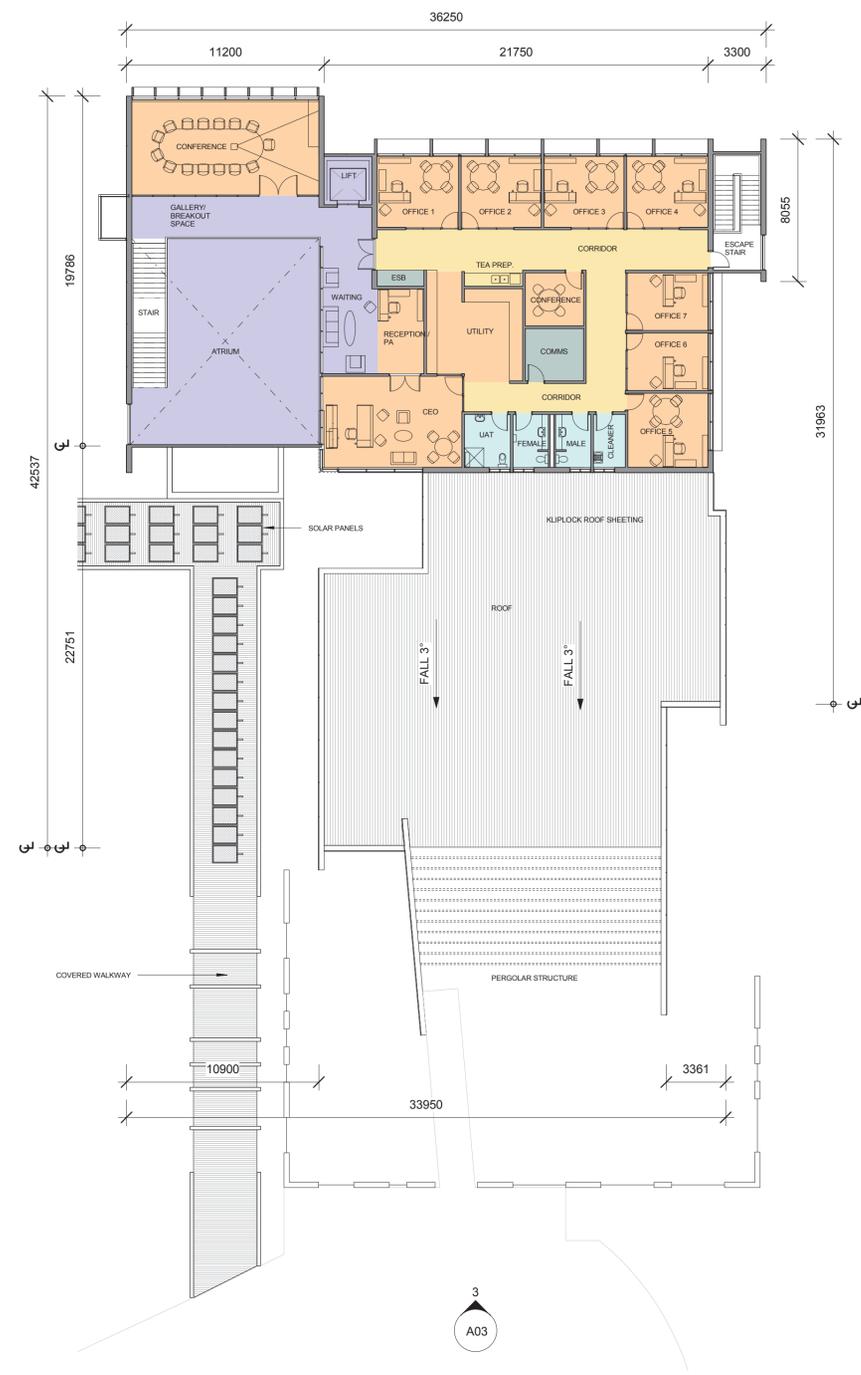
27 MAY 2016



A01



GROUND FLOOR PLAN



FIRST FLOOR PLAN

BUILDING GROSS AREA	
GROUND FLOOR:	1093m ²
TERRACE:	112m ²
LEVEL 1:	520m ²

- LEGEND**
- Circulation
 - Administration / Office
 - Amenities
 - Public Area
 - Wet Area
 - Service Area

ADMINISTRATION FLOOR PLAN



PLANT SITE DEVELOPMENT

LOT no. 201, KWINANA

DEVELOPMENT APPLICATION



ATTACHMENT - 3

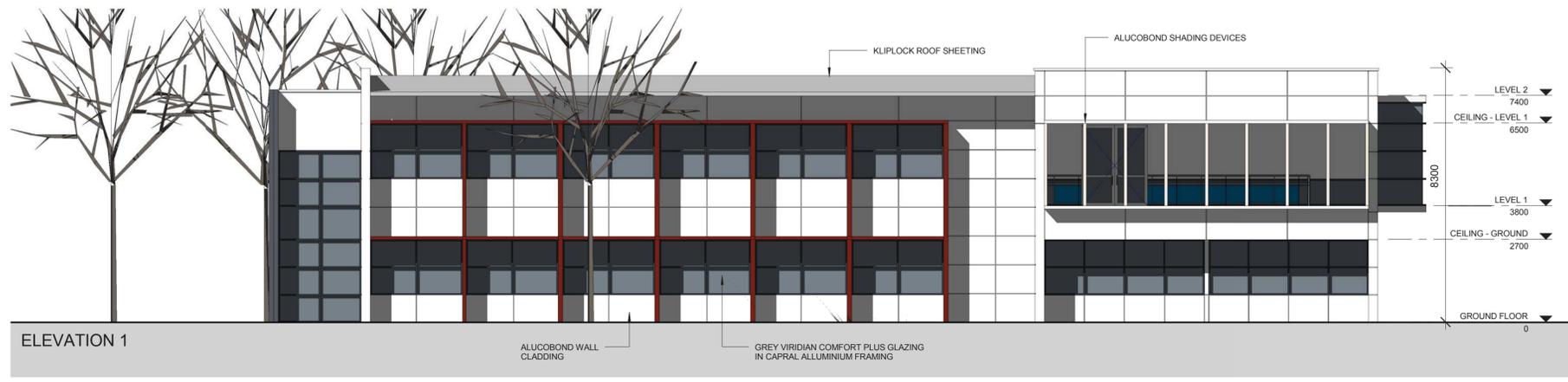
peter hunt architect



SCALE 1:200 @ A1
27 MAY 2016



A02



MATERIALS:

ROOFING:
 KLIPLOCK 700 BMT 048 (OR SIMILAR APPROVED) WITH ASSOCIATED FLASHINGS ON Z PURLINS TO ENG'S DESIGN ON STRUCTURAL STEEL PORTALS/ TRUSSES

EXTERNAL WALLS:
 ADMIN BUILDING + SECURITY/TRAINING BUILDING + LABORATORY + CONTROL BUILDING
 ALUCOBOND CLADDING AND VERTICAL SELECTED COLORBOND METAL WALL SHEETING ON STEEL FRAMING TO ENG'S DESIGN
 14kg/m³ THERMAL INSULATION LINED INTERNALLY WITH 13mm FLUSHED PLASTERBOARD

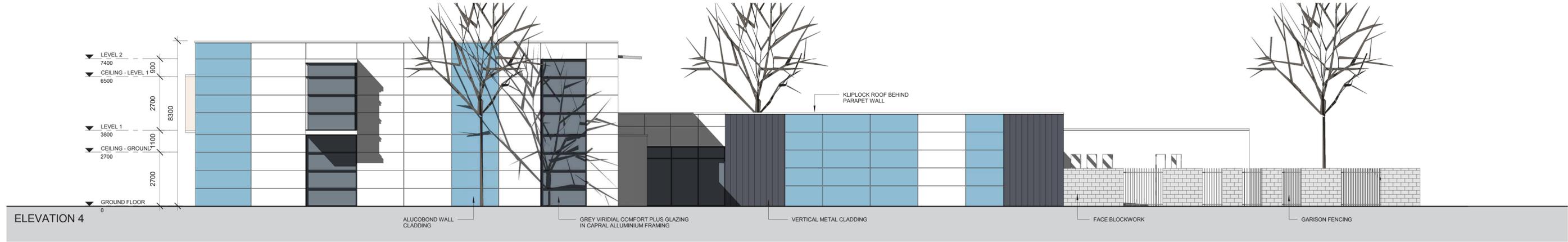
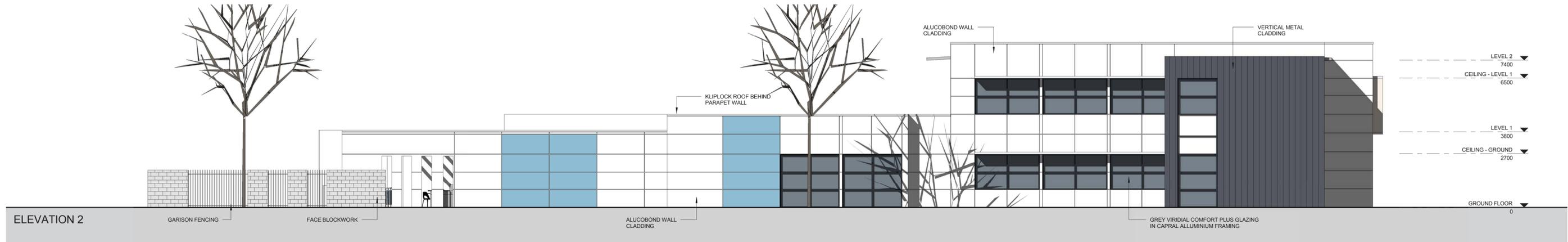
WAREHOUSE/ WORKSHOP:
 KLIPLOCK 700 OR SIMILAR APPROVED ROOF AND WALL CLADDING. WALL BASE 150mm PRECAST CONCRETE (CLASS 2 FINISH) PAINTED

INTERNAL WALLS:
 90mm STEEL STUD PARTITIONS WITH SOUND INSULATION BRADFORD ACCOUSTIGARD LINED WITH 13mm PLASTERBOARD.
 WET AREAS: 90mm BLOCKWORK - RENDERED.

SUSPENDED FLOORS:
 BONDEK OR SIMILAR TO ENG'S DESIGN.

STRUCTURAL STEEL:
 TO ENGINEERS DESIGN
 COATED WITH INORGANIC ZINC SILICATE (I/C) + 2 TOP COATS OF EPOXY

FLOOR FINISHES:
 ADMINISTRATION BUILDING
 OFFICES + MEETING ROOMS: CAPET TILES (CONTRACT GRADE)
 ENTRANCE + WET AREAS: CERAMIC TILES
 SECURITY/TRAINING, CONTROL BUILDING, LABORATORY BUILDING
 VINYL SHEETING
 WAREHOUSE/WORKSHOP BUILDING
 SEALED CONCRETE



ADMINISTRATION ELEVATIONS

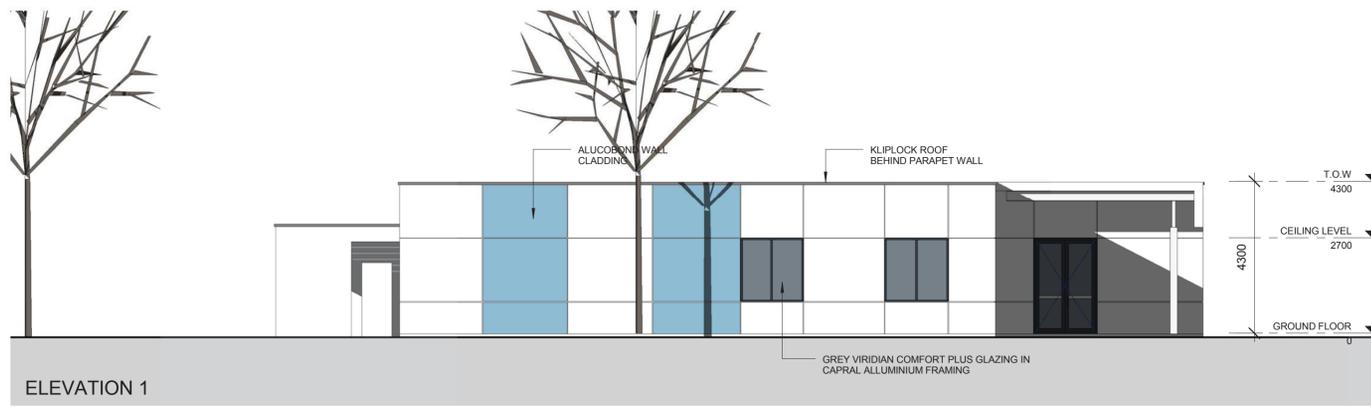


GROUND FLOOR PLAN

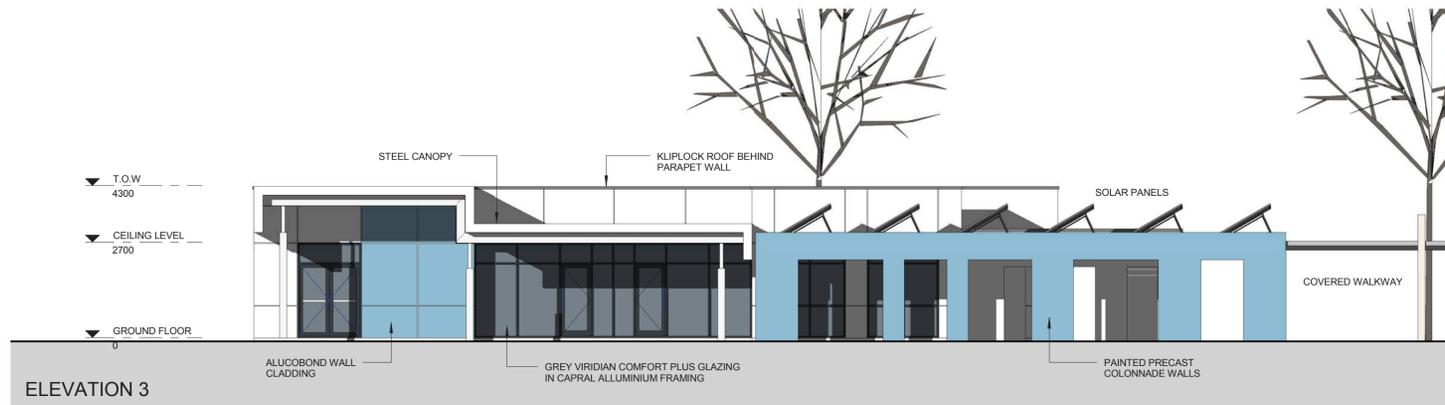
BUILDING GROSS AREA
GROUND FLOOR: 413m²

- LEGEND
- Circulation
 - Administration / Office
 - Amenities
 - Wet Area
 - Services

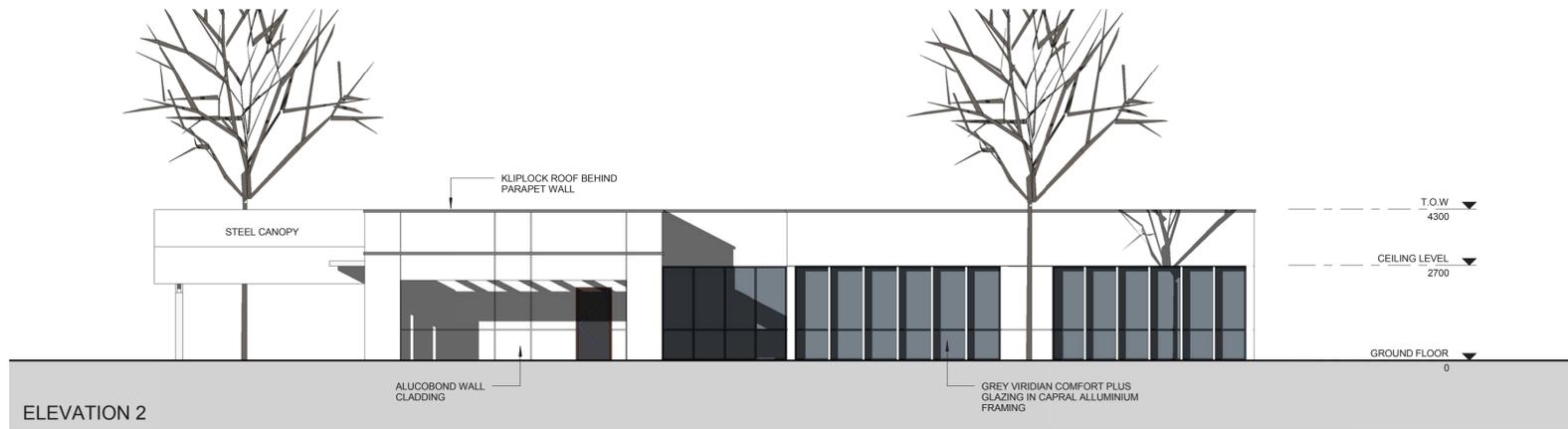
SECURITY/TRAINING FLOOR PLAN



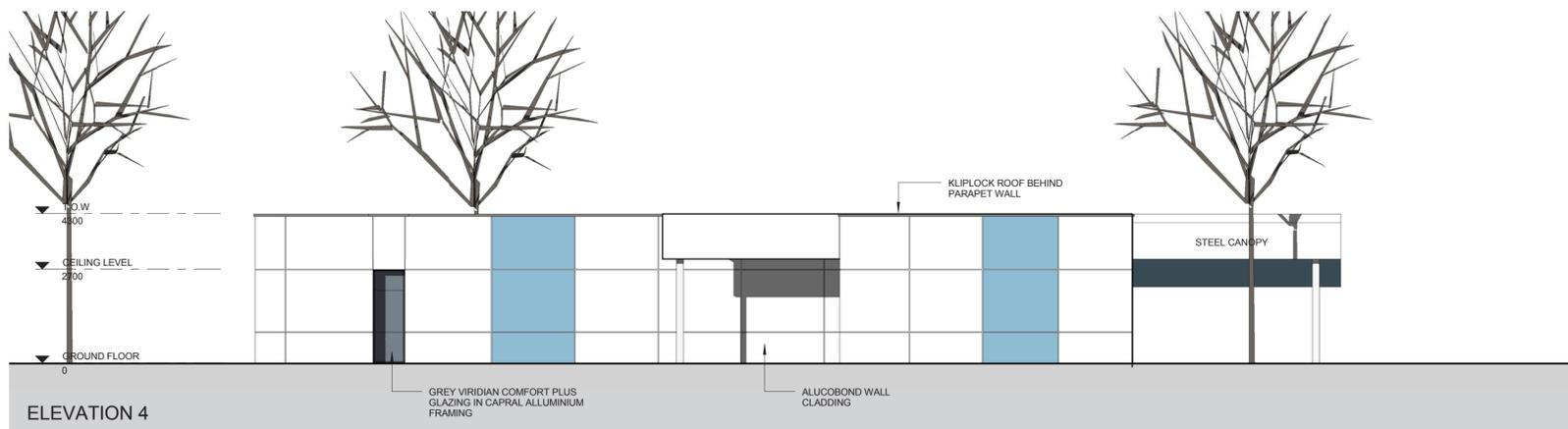
ELEVATION 1



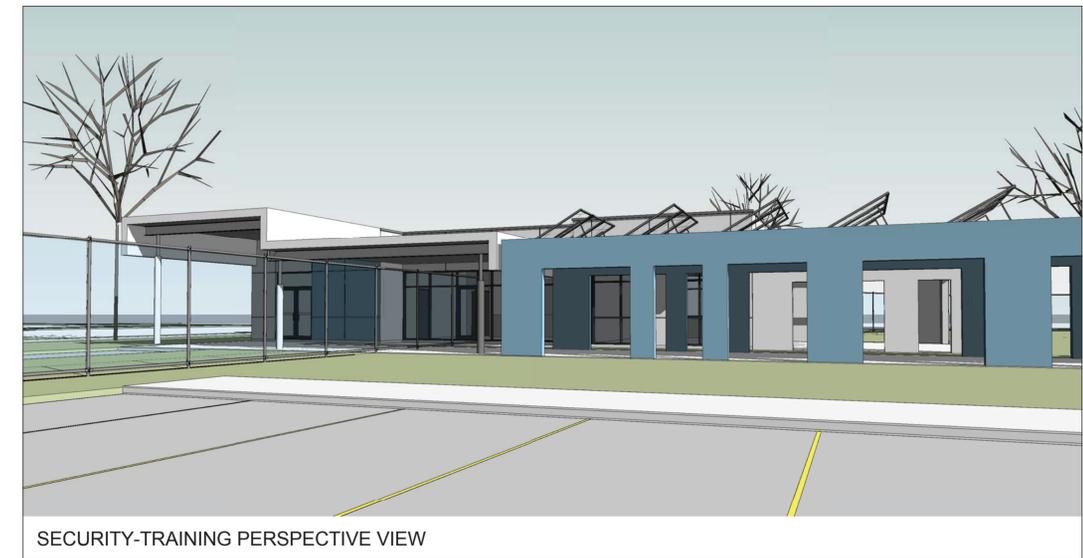
ELEVATION 3



ELEVATION 2



ELEVATION 4



SECURITY-TRAINING PERSPECTIVE VIEW

MATERIALS:

ROOFING:
KLIPOCK 700 BMT 048 (OR SIMILAR APPROVED) WITH ASSOCIATED FLASHINGS ON Z PURLINS TO ENG'S DESIGN ON STRUCTURAL STEEL PORTALS/ TRUSSES

EXTERNAL WALLS:
ADMIN BUILDING + SECURITY/TRAINING BUILDING + LABORATORY + CONTROL BUILDING
ALUCOBOND CLADDING AND VERTICAL SELECTED COLORBOND METAL WALL SHEETING ON STEEL FRAMING TO ENG'S DESIGN
14kg/m³ THERMAL INSULATION LINED INTERNALLY WITH 13mm FLUSHED PLASTERBOARD

WAREHOUSE/ WORKSHOP:
KLIPOCK 700 OR SIMILAR APPROVED ROOF AND WALL CLADDING. WALL BASE 150mm PRECAST CONCRETE (CLASS 2 FINISH) PAINTED

INTERNAL WALLS:
90mm STEEL STUD PARTITIONS WITH SOUND INSULATION BRADFORD ACOUSTIGARD LINED WITH 13mm PLASTERBOARD.
WET AREAS: 90mm BLOCKWORK - RENDERED.

SUSPENDED FLOORS:
BONDEK OR SIMILAR TO ENG'S DESIGN.

STRUCTURAL STEEL:
TO ENGINEERS DESIGN
COATED WITH INORGANIC ZINC SILICATE (U/C) + 2 TOP COATS OF EPOXY

FLOOR FINISHES:
ADMINISTRATION BUILDING
OFFICES + MEETING ROOMS: CAPET TILES (CONTRACT GRADE)
ENTRANCE + WET AREAS: CERAMIC TILES
SECURITY/TRAINING, CONTROL BUILDING, LABORATORY BUILDING
VINYL SHEETING
WAREHOUSE/WORKSHOP BUILDING
SEALED CONCRETE

SECURITY / TRAINING ELEVATIONS



PLANT SITE DEVELOPMENT
KWINANA
DEVELOPMENT APPLICATION



ATTACHMENT - 6

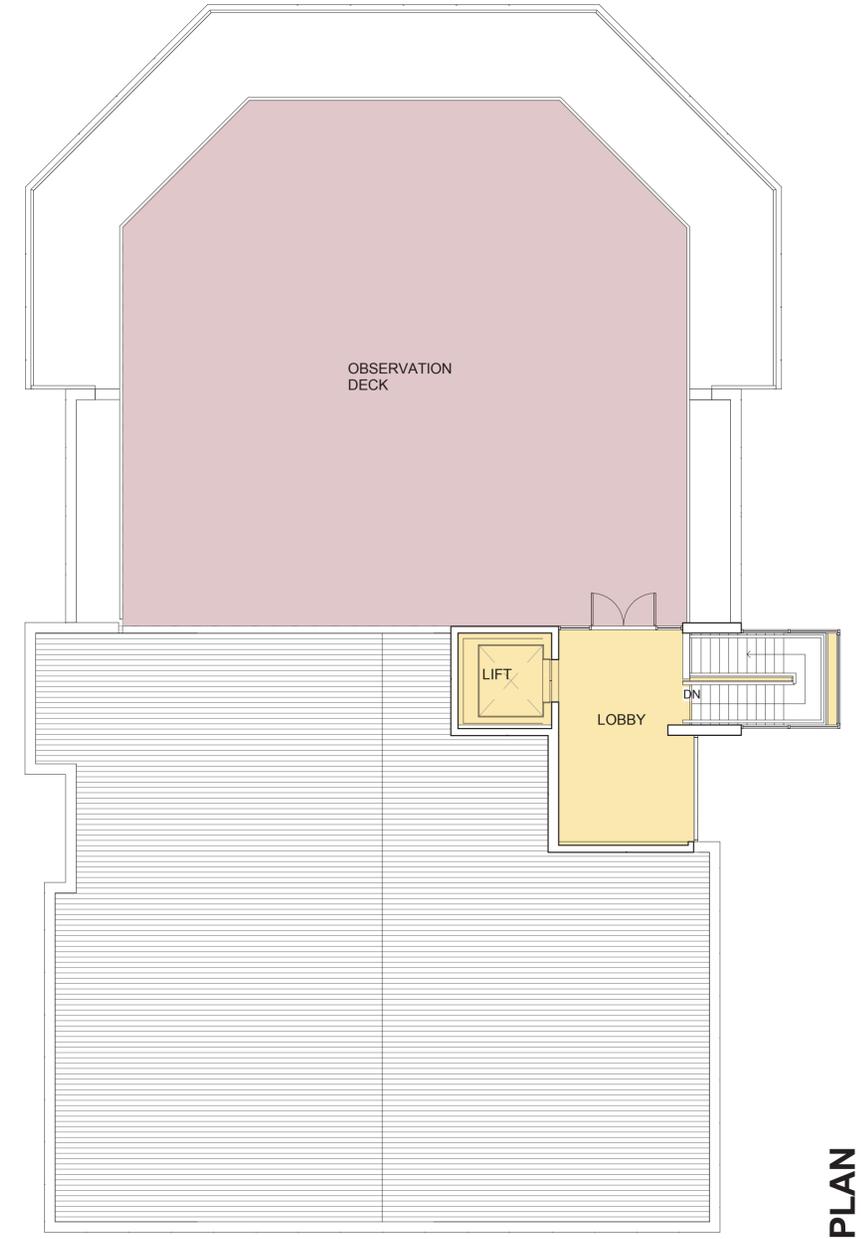
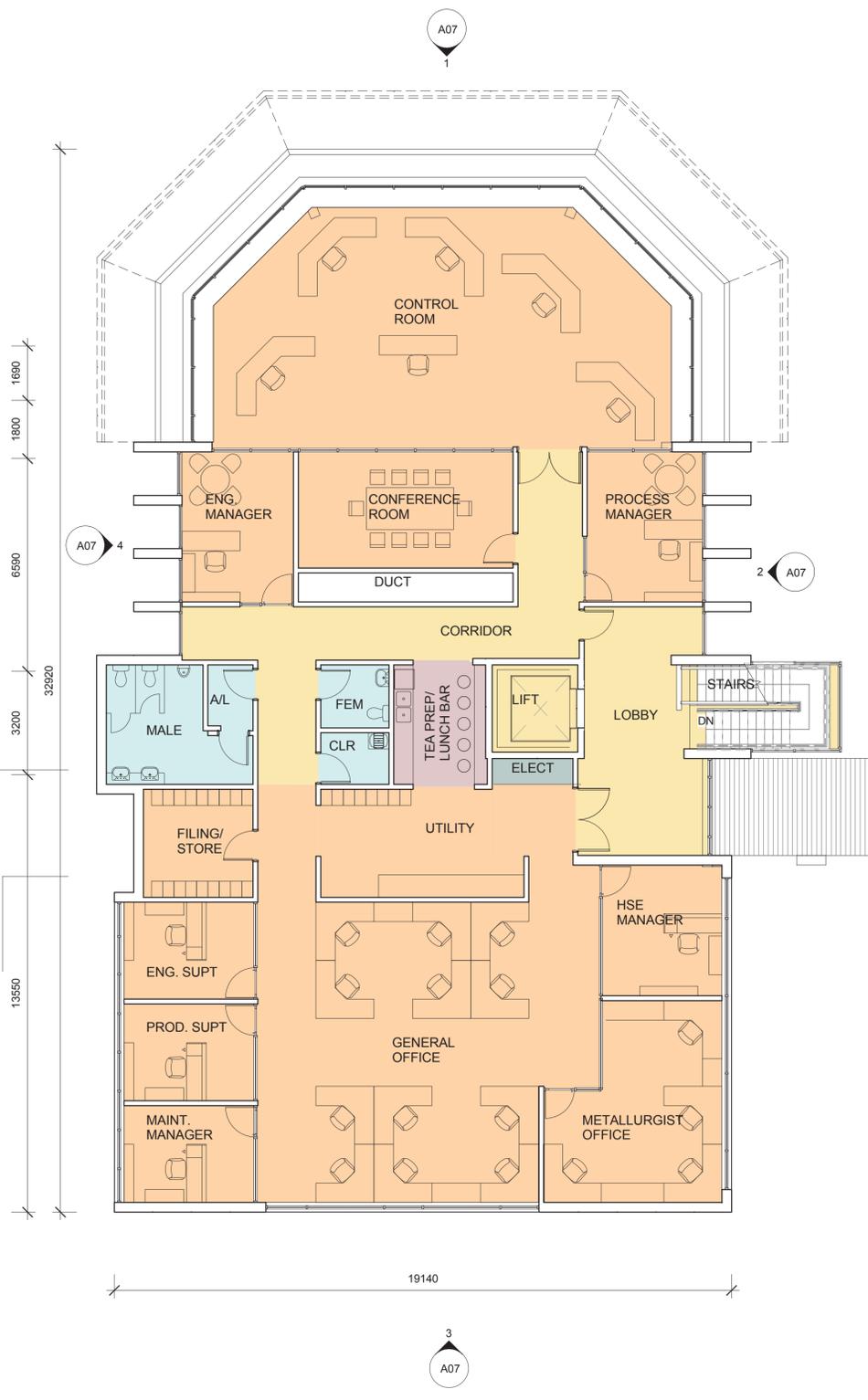
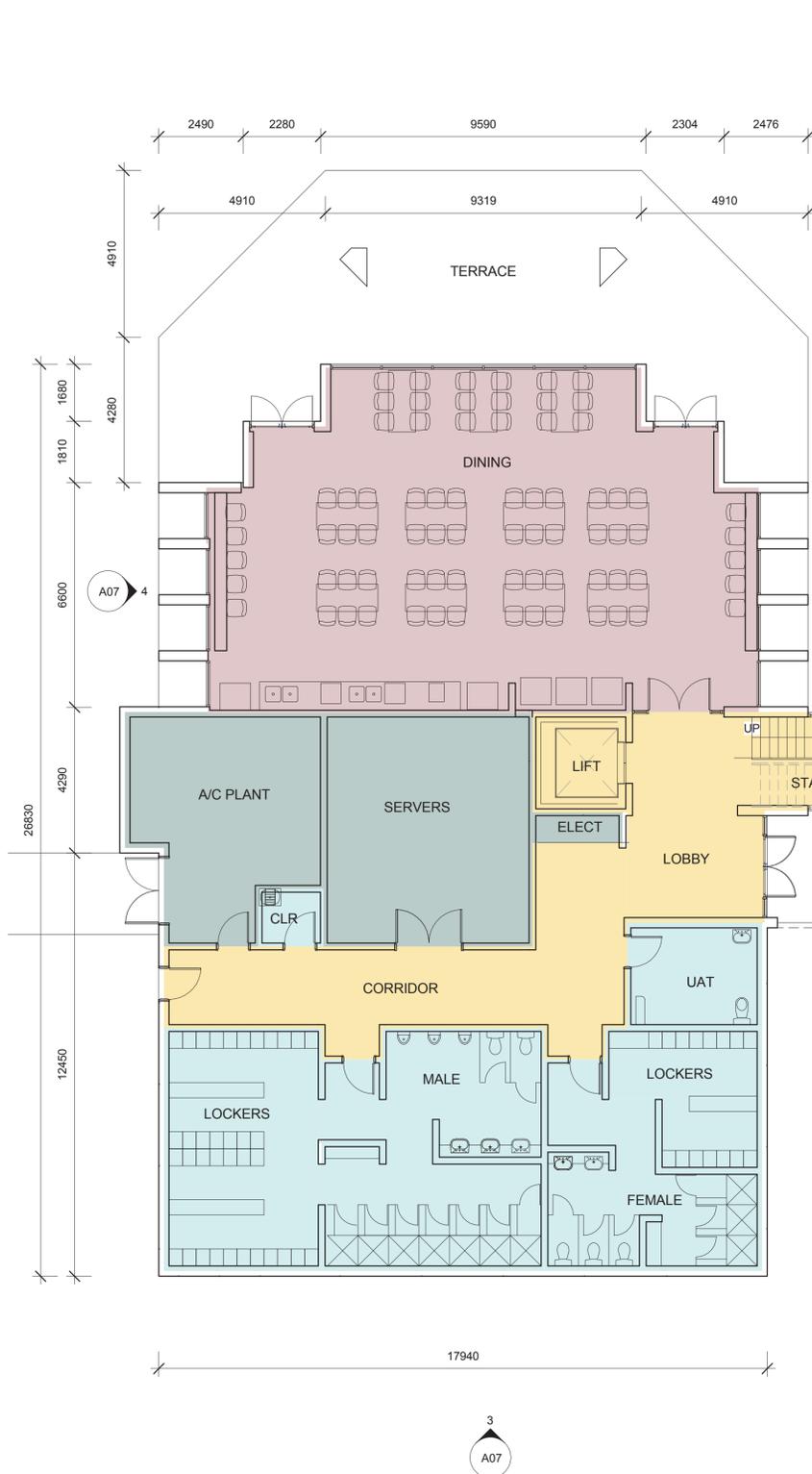
peter hunt architect



SCALE 1:100 @ A1

27 MAY 2016

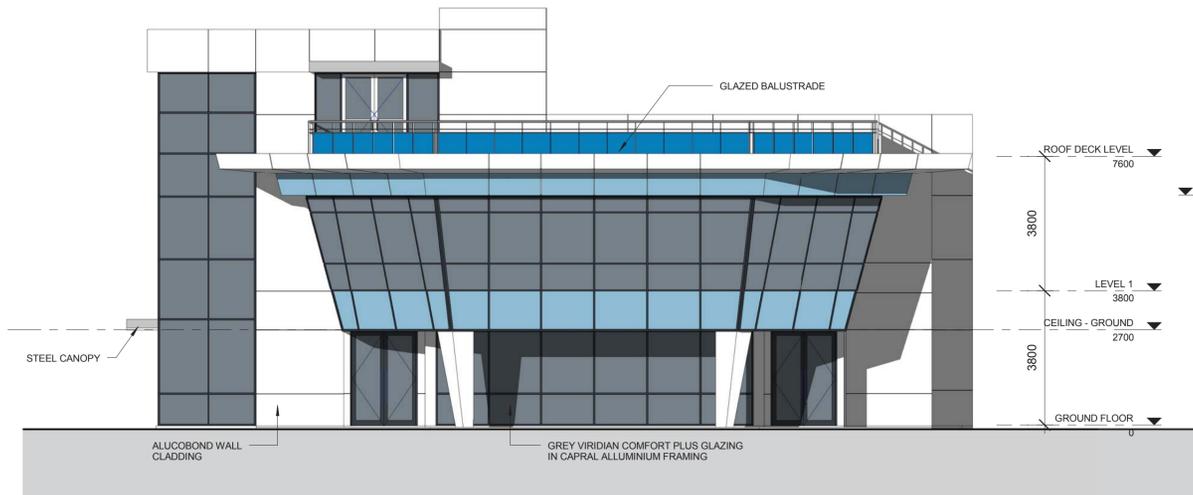
A05



BUILDING GROSS AREA
 GROUND FLOOR: 544m²
 LEVEL 1: 544m²

- LEGEND
- Circulation
 - Administration / Office
 - Amenities
 - Wet Area
 - Service Area

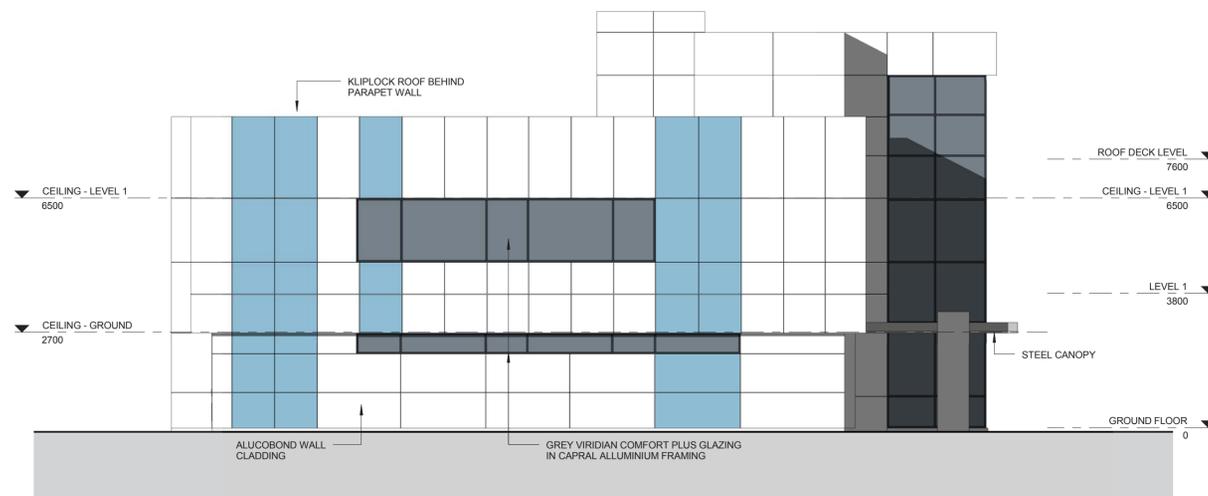
CONTROL ROOM FLOOR PLAN



ELEVATION 1



ELEVATION 2



ELEVATION 3



ELEVATION 4

MATERIALS:

ROOFING:
 KLIPLOCK 700 BMT 048 (OR SIMILAR APPROVED) WITH ASSOCIATED FLASHINGS ON Z PURLINS TO ENG'S DESIGN ON STRUCTURAL STEEL PORTALS/ TRUSSES

EXTERNAL WALLS:
 ADMIN BUILDING + SECURITY/TRAINING BUILDING + LABORATORY + CONTROL BUILDING
 ALUCOBOND CLADDING AND VERTICAL SELECTED COLORBOND METAL WALL SHEETING ON STEEL FRAMING TO ENG'S DESIGN
 14kg/m² THERMAL INSULATION LINED INTERNALLY WITH 13mm FLUSHED PLASTERBOARD

WAREHOUSE/ WORKSHOP:
 KLIPLOCK 700 OR SIMILAR APPROVED ROOF AND WALL CLADDING. WALL BASE 150mm PRECAST CONCRETE (CLASS 2 FINISH) PAINTED

INTERNAL WALLS:
 90mm STEEL STUD PARTITIONS WITH SOUND INSULATION BRADFORD ACUSTIGARD LINED WITH 13mm PLASTERBOARD.
 WET AREAS: 90mm BLOCKWORK - RENDERED.

SUSPENDED FLOORS:
 BONDEK OR SIMILAR TO ENG'S DESIGN.

STRUCTURAL STEEL:
 TO ENGINEERS DESIGN
 COATED WITH INORGANIC ZINC SILICATE (IJC) + 2 TOP COATS OF EPOXY

FLOOR FINISHES:
 ADMINISTRATION BUILDING
 OFFICES + MEETING ROOMS: CAPET TILES (CONTRACT GRADE)
 ENTRANCE + WET AREAS: CERAMIC TILES
 SECURITY/TRAINING, CONTROL BUILDING, LABORATORY BUILDING
 VINYL SHEETING
 WAREHOUSE/WORKSHOP BUILDING
 SEALED CONCRETE



CONTROL ROOM PERSPECTIVE VIEW

CONTROL ROOM ELEVATIONS



PLANT SITE DEVELOPMENT
 KWINANA
 DEVELOPMENT APPLICATION



ATTACHMENT - 8

peter hunt architect
 0m 2m 4m 6m 8m 10m
 SCALE 1:100 @ A1
 27 MAY 2016
A07

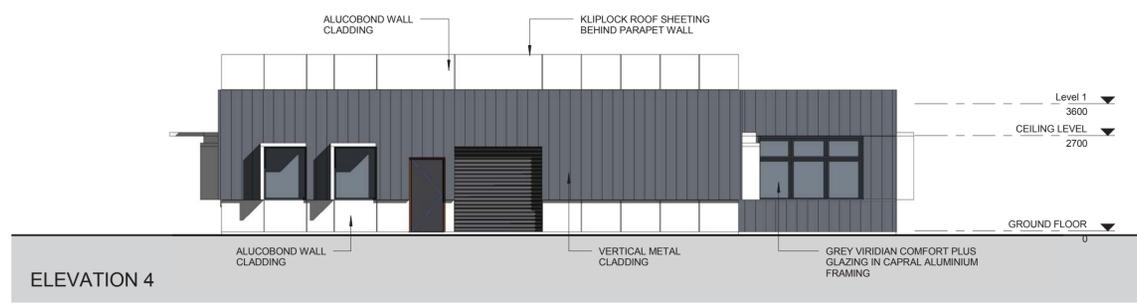
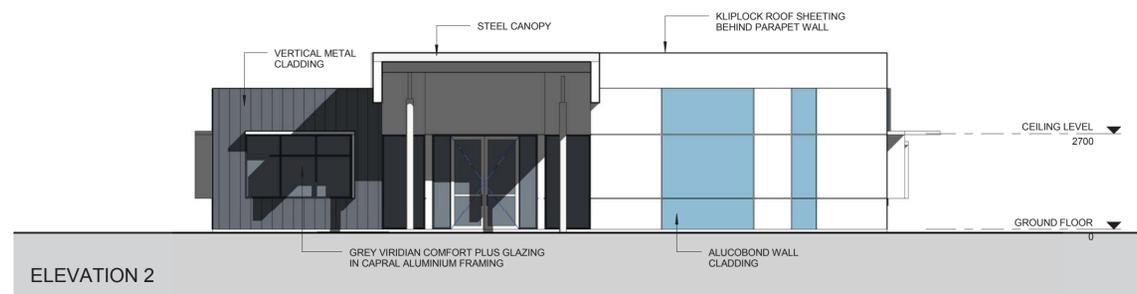
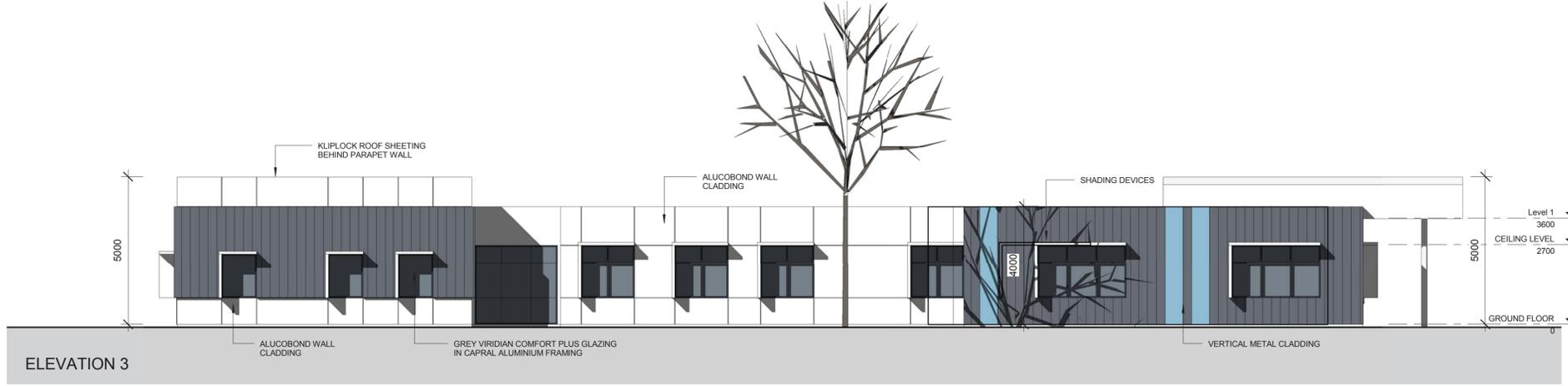
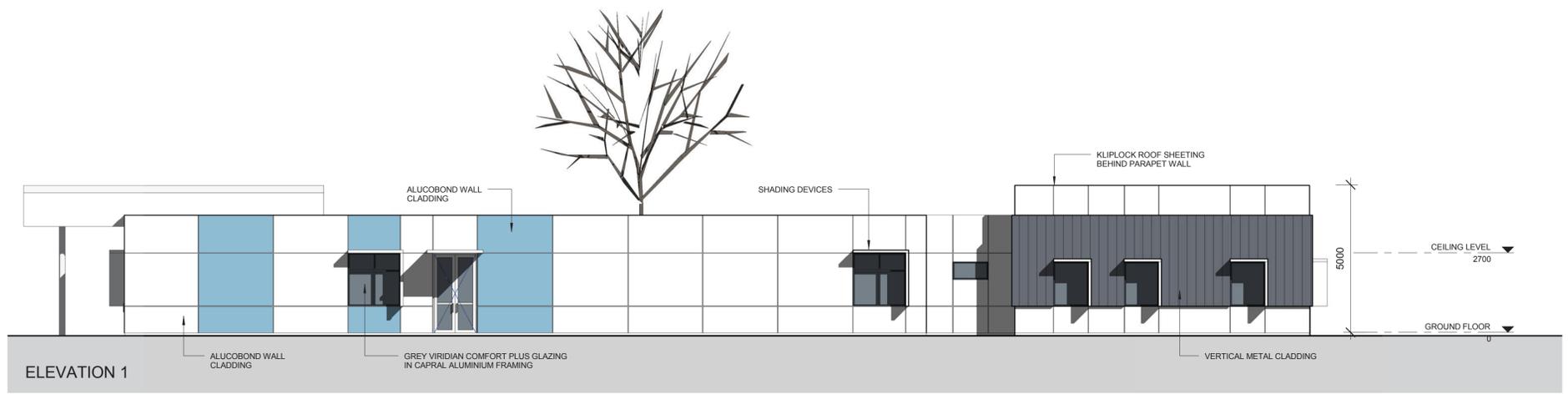


GROUND FLOOR PLAN

BUILDING GROSS AREA
GROUND FLOOR: 638m²

- LEGEND
- Circulation
 - Administration / Office
 - Laboratory Area
 - Wet Area
 - Service Area

LABORATORY FLOOR PLANS



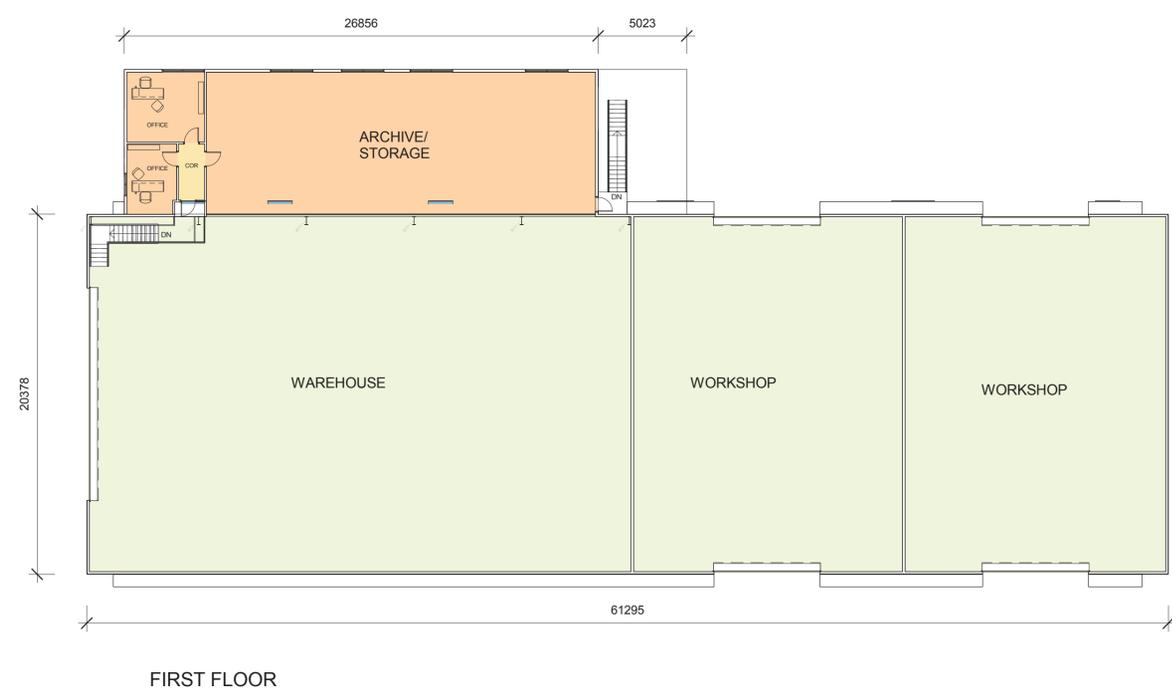
- MATERIALS:**
- ROOFING:**
 KLIPLOCK 700 BMT 048 (OR SIMILAR APPROVED) WITH ASSOCIATED FLASHINGS ON Z PURLINS TO ENG'S DESIGN ON STRUCTURAL STEEL PORTALS/ TRUSSES
- EXTERNAL WALLS:**
 ADMIN BUILDING + SECURITY/TRAINING BUILDING + LABORATORY + CONTROL BUILDING
 ALUCOBOND CLADDING AND VERTICAL SELECTED COLORBOND METAL WALL SHEETING ON STEEL FRAMING TO ENG'S DESIGN
 14kg/m3 THERMAL INSULATION LINED INTERNALLY WITH 13mm FLUSHED PLASTERBOARD
- WAREHOUSE/ WORKSHOP:**
 KLIPLOCK 700 OR SIMILAR APPROVED ROOF AND WALL CLADDING, WALL BASE 150mm PRECAST CONCRETE (CLASS 2 FINISH) PAINTED
- INTERNAL WALLS:**
 90mm STEEL STUD PARTITIONS WITH SOUND INSULATION BRADFORD ACOUSTIGARD LINED WITH 13mm PLASTERBOARD.
 WET AREAS: 90mm BLOCKWORK - RENDERED.
- SUSPENDED FLOORS:**
 BONDEK OR SIMILAR TO ENG'S DESIGN.
- STRUCTURAL STEEL:**
 TO ENGINEERS DESIGN
 COATED WITH INORGANIC ZINC SILICATE (U/C) + 2 TOP COATS OF EPOXY
- FLOOR FINISHES:**
 ADMINISTRATION BUILDING
 OFFICES + MEETING ROOMS: CAPET TILES (CONTRACT GRADE)
 ENTRANCE + WET AREAS: CERAMIC TILES
- SECURITY/TRAINING, CONTROL BUILDING, LABORATORY BUILDING**
 VINYL SHEETING
- WAREHOUSE/WORKSHOP BUILDING**
 SEALED CONCRETE



GROUND FLOOR



WAREHOUSE VIEW FROM NORTH-EAST

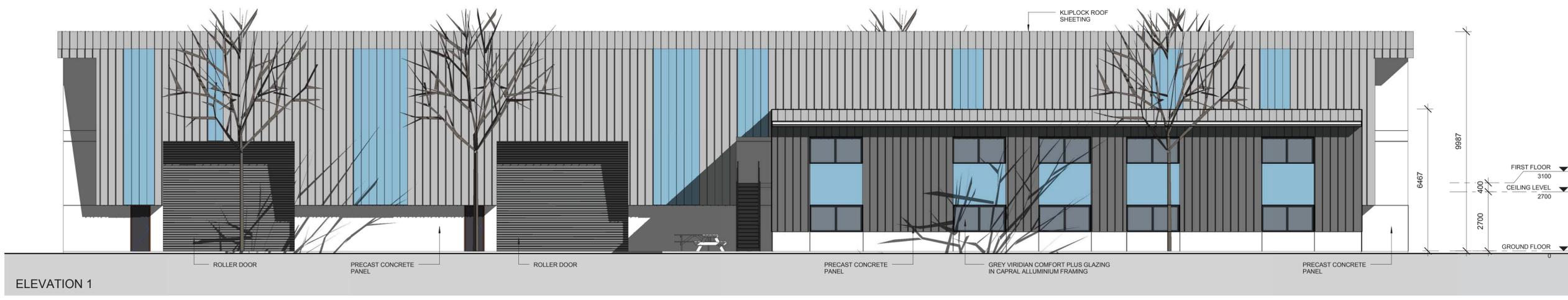


FIRST FLOOR

BUILDING GROSS AREA	
GROUND FLOOR :	1468m ²
FIRST FLOOR :	218m ²

- LEGEND**
- Circulation
 - Administration / Office
 - Amenities
 - Public Area
 - Wet Area
 - Warehouse/Workshop

WAREHOUSE FLOOR PLAN



ELEVATION 1

MATERIALS:

ROOFING:
KLIPOCK 700 BMT 048 (OR SIMILAR APPROVED) WITH ASSOCIATED FLASHINGS ON Z PURLINS TO ENG'S DESIGN ON STRUCTURAL STEEL PORTALS/ TRUSSES

EXTERNAL WALLS:
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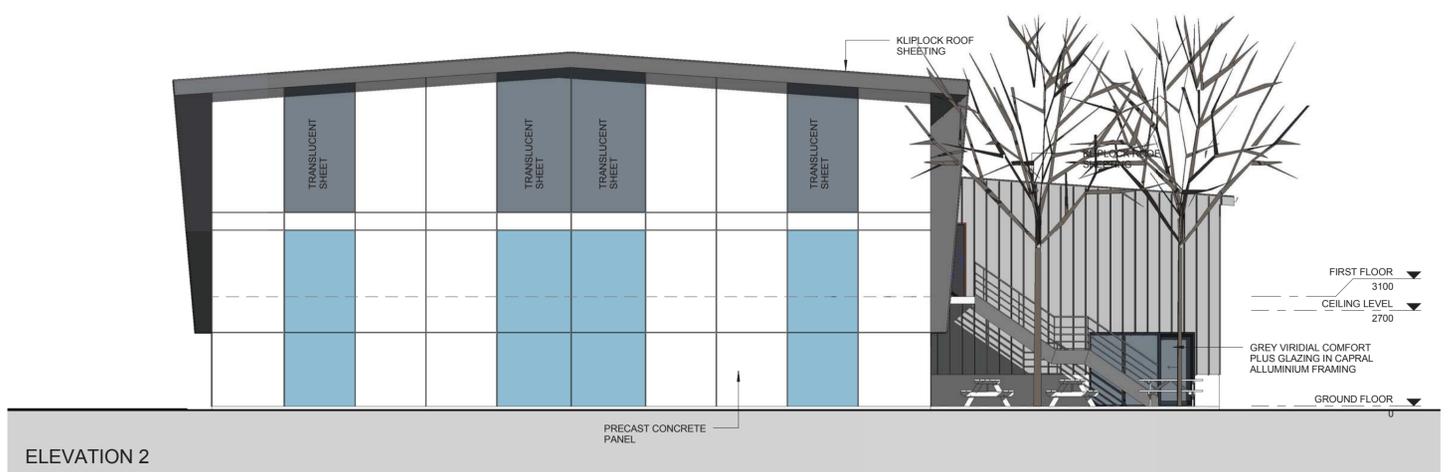
FLOOR FINISHES:
ADMINISTRATION BUILDING
OFFICES + MEETING ROOMS: CAPET TILES (CONTRACT GRADE)
ENTRANCE + WET AREAS: CERAMIC TILES

SECURITY/TRAINING, CONTROL BUILDING, LABORATORY BUILDING
VINYL SHEETING

WAREHOUSE/WORKSHOP BUILDING
SEALED CONCRETE



ELEVATION 3

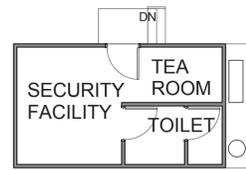


ELEVATION 2

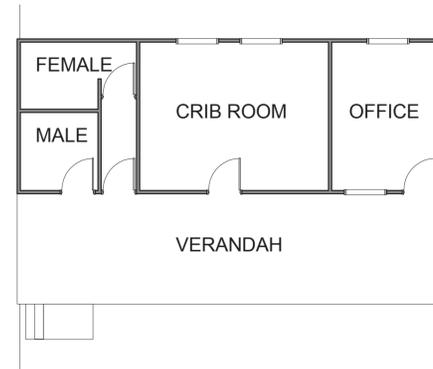


ELEVATION 4

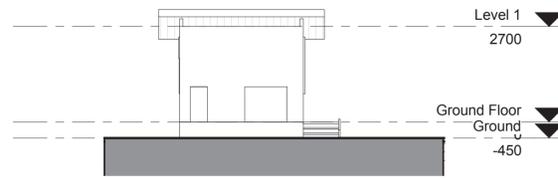
WAREHOUSE ELEVATIONS



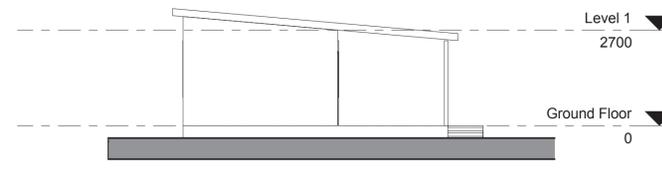
GATEHOUSE



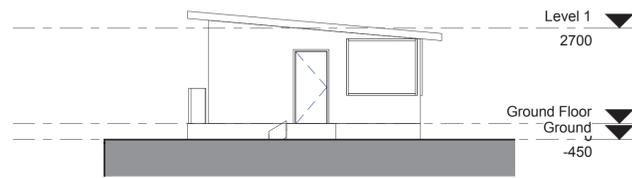
TRANSPORT OFFICE



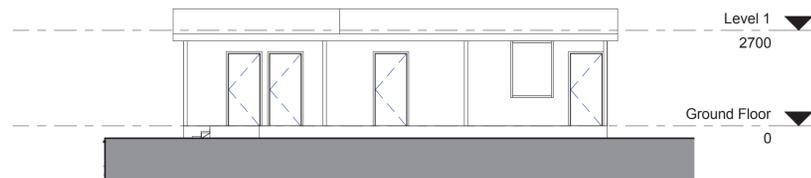
GATEHOUSE - SOUTHERN ELEVATION



TRANSPORT OFFICE - NORTHERN ELEVATION



GATEHOUSE - EASTERN ELEVATION



TRANSPORT OFFICE - WESTERN ELEVATION

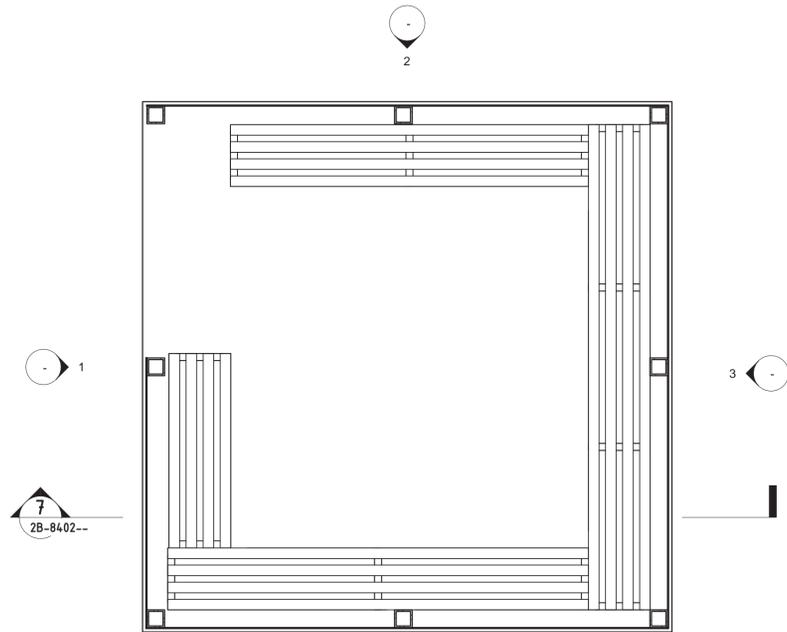


Entrance - Corner Perspective

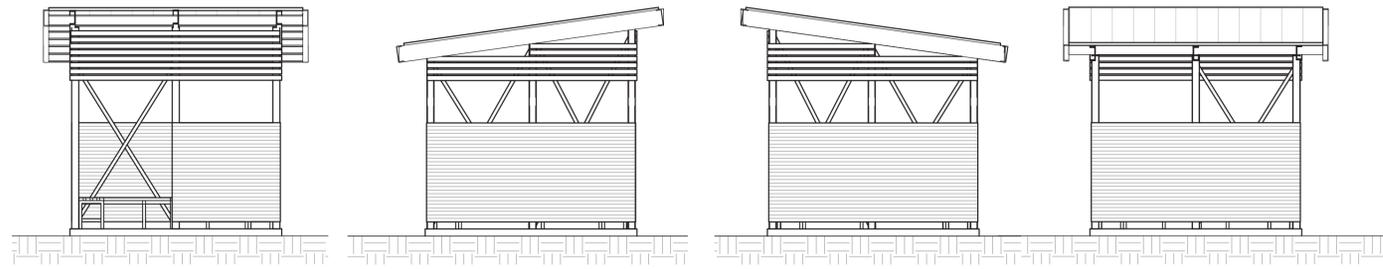


Entrance Elevation

GATEHOUSE, TRANSPORT OFFICE AND ENTRANCE



GROUND FLOOR PLAN
1 : 20

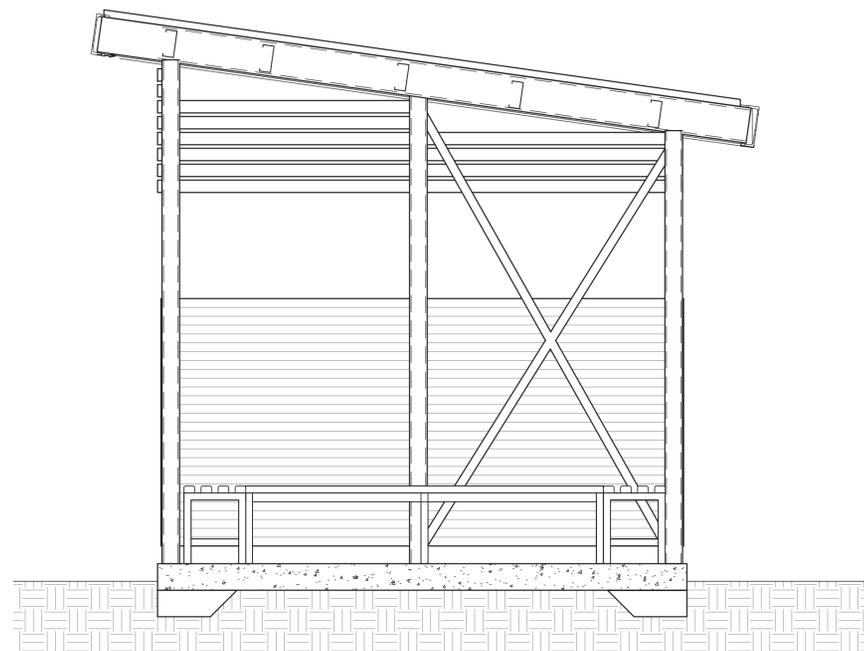


Elevation 1 - a
1 : 50

Elevation 2 - a
1 : 50

Elevation 4 - a
1 : 50

Elevation 3 - a
1 : 50



SECTION 7
1 : 20



3D View

SMOKING SHELTER



VIEW FROM PROCESSING AREA



WESTERN ELEVATION

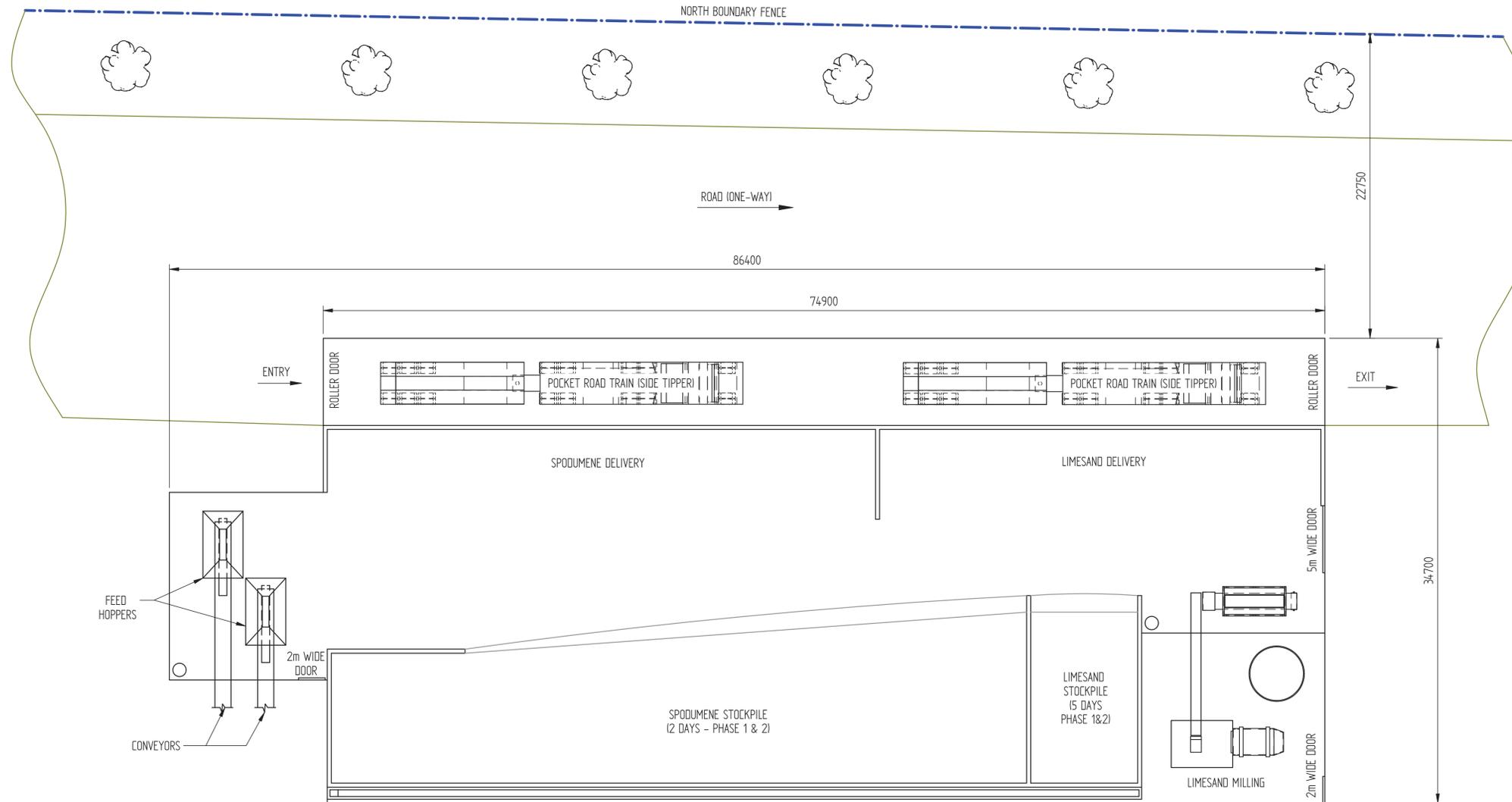


AERIAL VIEW FROM WEST

PERSPECTIVE VIEWS



NORTH



SPODUMENE BUILDING FLOOR PLAN



PLANT SITE DEVELOPMENT

KWINANA LOT no. 201

DEVELOPMENT APPLICATION



ATTACHMENT - 16

peter hunt architect

Scale 1:200 @ A1



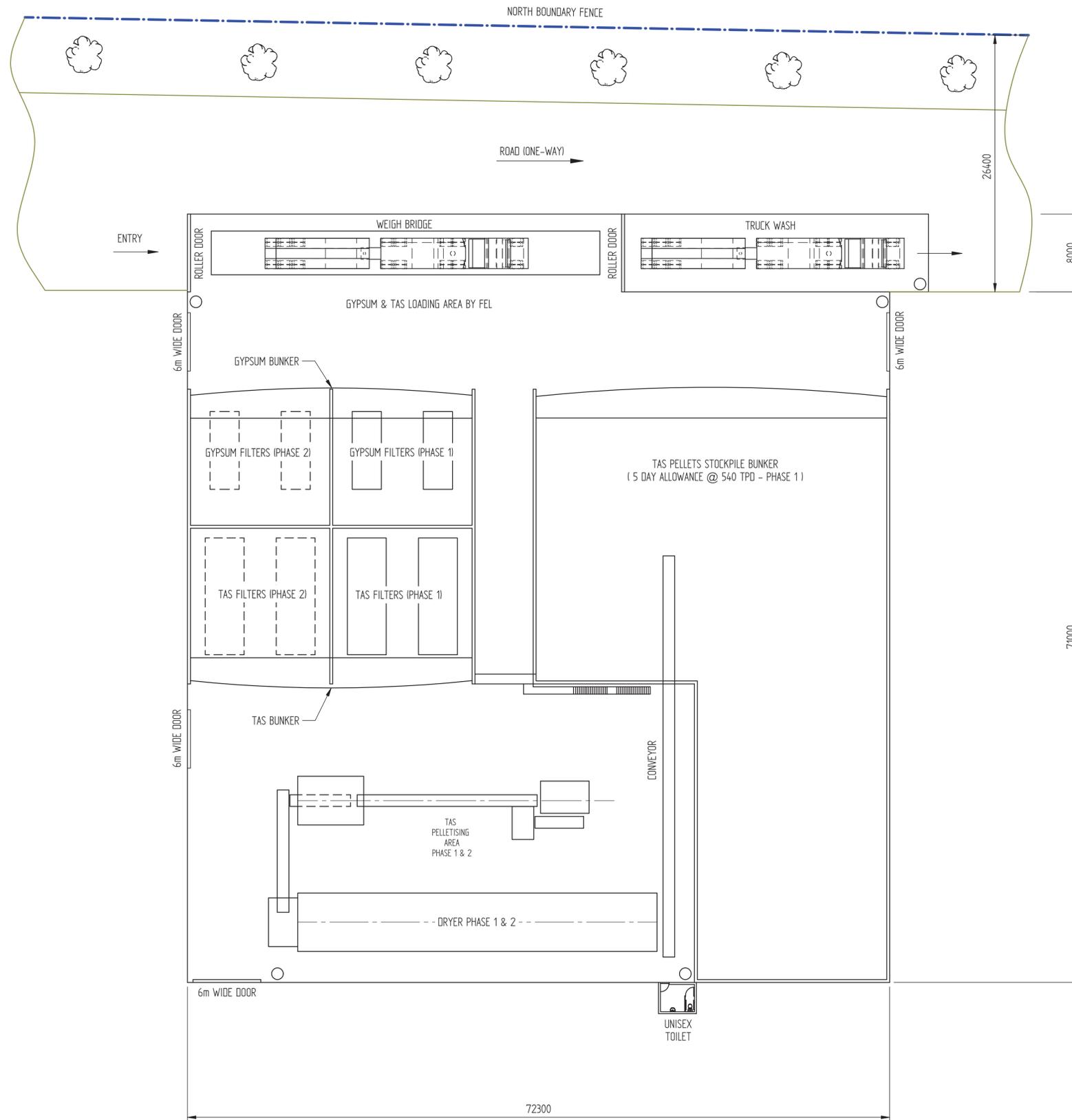
30/05/16



A17



NORTH



TAS BUILDING FLOOR PLAN



PLANT SITE DEVELOPMENT

KWINANA LOT no. 201

DEVELOPMENT APPLICATION



ATTACHMENT - 17

peter hunt architect

Scale 1:250 @ A1



30/05/16



A18



NORTHERN BOUNDARY ELEVATIONS



PLANT SITE DEVELOPMENT

KWINANA LOT no. 201

DEVELOPMENT APPLICATION



ATTACHMENT - 18

peter hunt architect

Scale: NTS

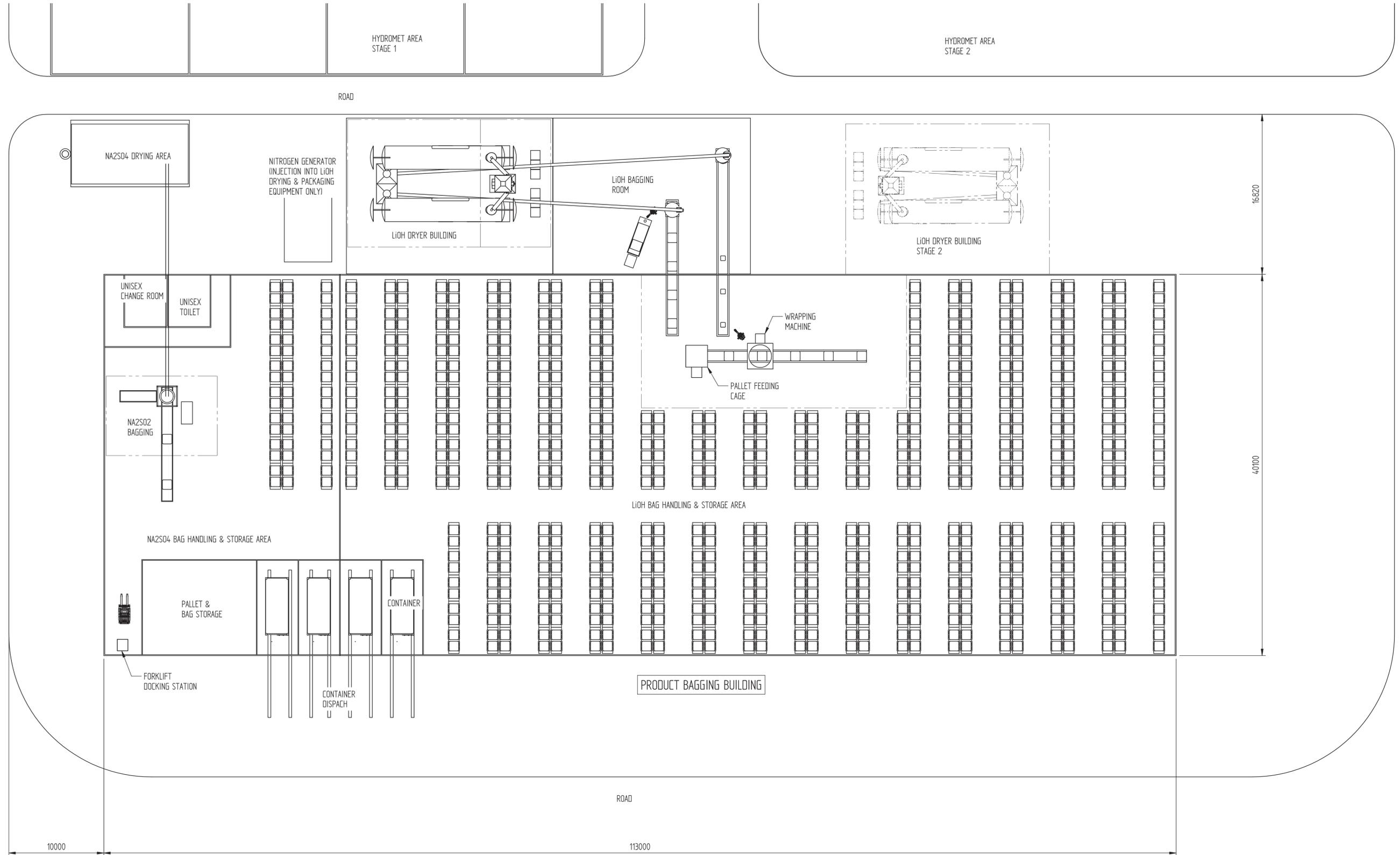


30/05/16

A19



NORTH



PLAN
1200

PRODUCT BAGGING BUILDING FLOOR PLAN



PLANT SITE DEVELOPMENT

KWINANA LOT no. 201

DEVELOPMENT APPLICATION



ATTACHMENT - 19

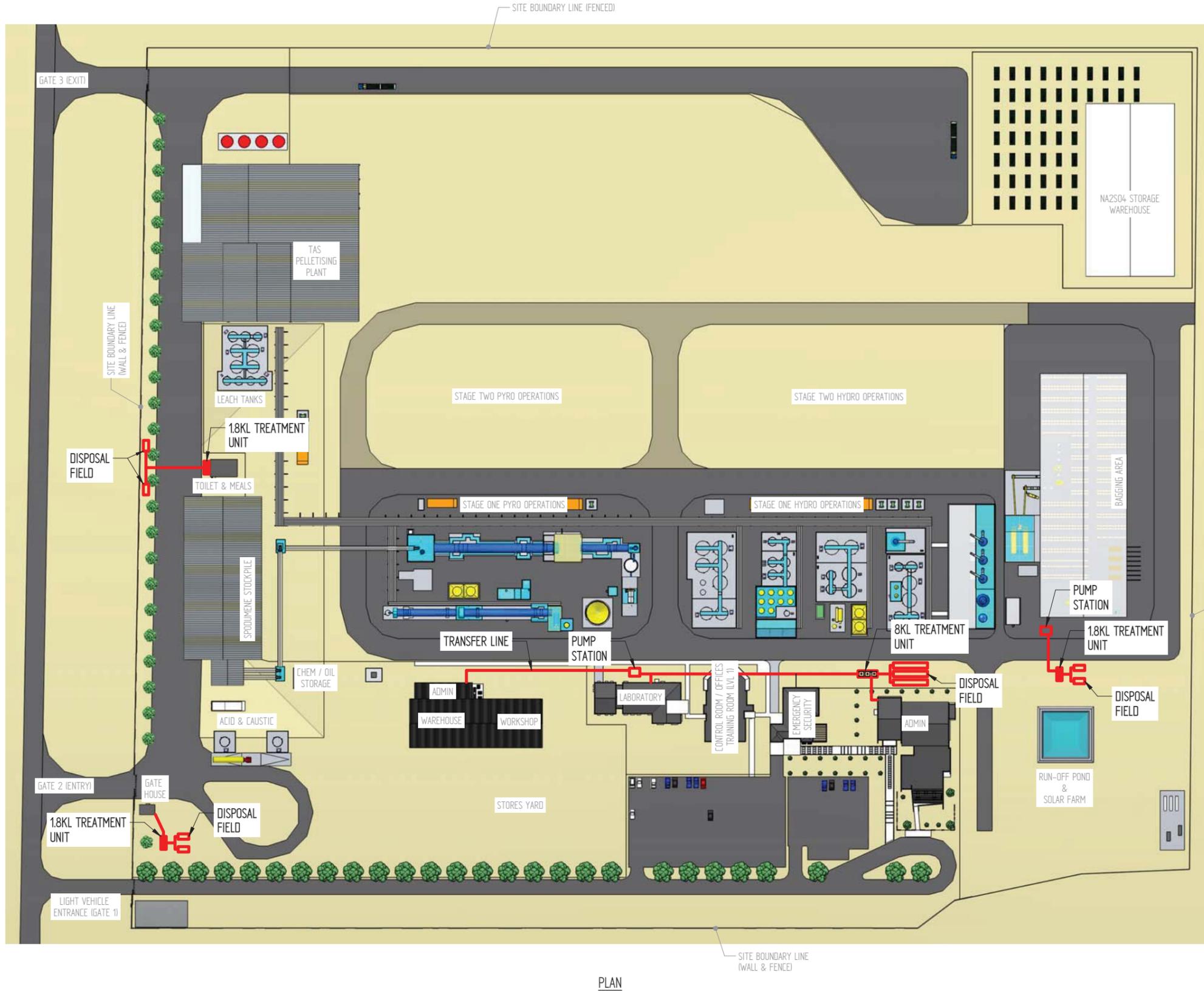
peter hunt architect

Scale 1:200 @ A1



30/05/16

A20



PLAN

SEWERAGE TREATMENT FACILITIES



PLANT SITE DEVELOPMENT

KWINANA LOT no. 201

DEVELOPMENT APPLICATION



ATTACHMENT - 20

peter hunt architect

Scale 1:1000 @ A1



30/05/16



A21



AERIAL VIEW FROM THE SOUTH WEST



PLANT SITE DEVELOPMENT

KWINANA LOT no. 201

DEVELOPMENT APPLICATION



ATTACHMENT - 21

peter hunt architect

Scale: NTS



30/05/16



AERIAL VIEW FROM THE NORTH WEST



PLANT SITE DEVELOPMENT

KWINANA LOT no. 201

DEVELOPMENT APPLICATION



ATTACHMENT - 22

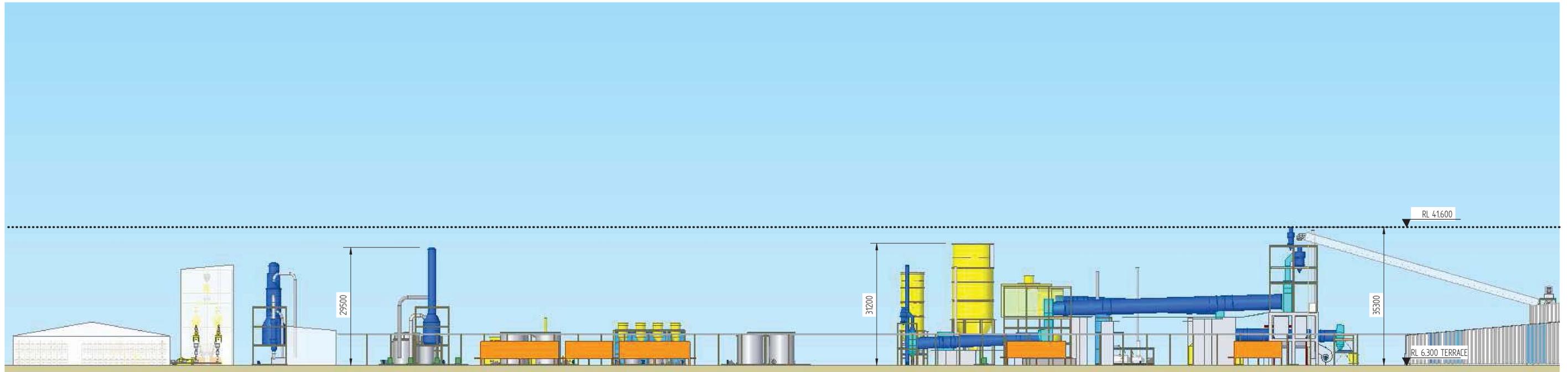
peter hunt architect

Scale: NTS



30/05/16





PLANT SITE VIEW FROM THE EAST



PLANT SITE DEVELOPMENT
 KWINANA LOT no. 201
 DEVELOPMENT APPLICATION



ATTACHMENT - 23

peter hunt architect

Scale 1500 @ A1



30/05/16 **A24**



LEGEND

- BITUMEN
- LIMESTONE / BITUMEN SEALED
- CONCRETE
- HARD STAND
- GRASS / LANDSCAPE



PLAN

SITE SURFACE FINISHES



PLANT SITE DEVELOPMENT

KWINANA LOT no. 201

DEVELOPMENT APPLICATION



ATTACHMENT - 24

peter hunt architect

Scale 1:1000 @ A1

0 25 50 100

30/05/16



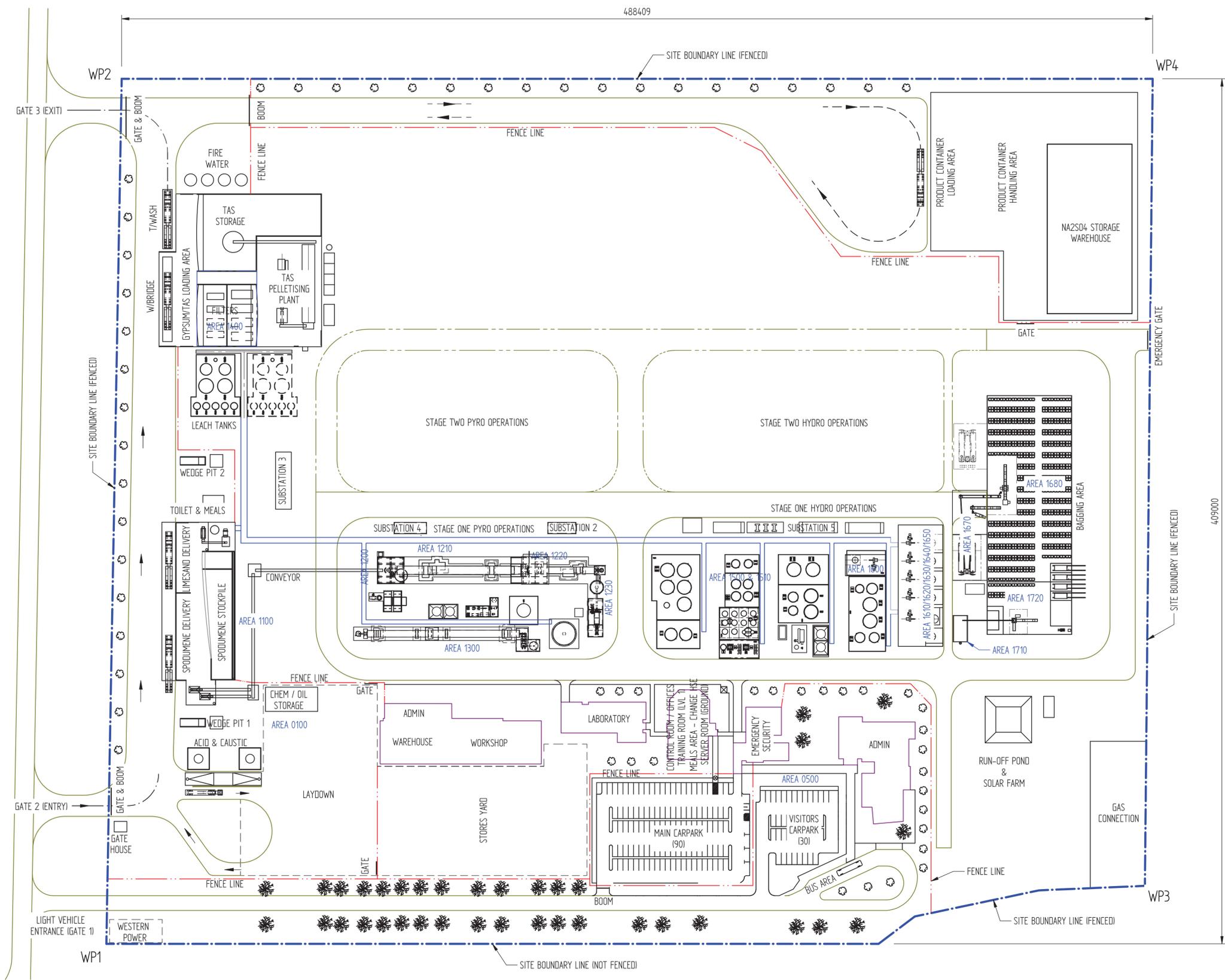
A25



PLANT SITE AREA LAYOUT PLAN - PHASE 1

<p>MSP ENGINEERING PTY LTD RESOURCE DEVELOPMENT CONSULTANTS</p> <p>578 MURRAY STREET WEST PERTH, WA, 6005 PHONE (08) 5241 4900 FAX (08) 5241 4988 www.mspengineering.com.au</p> <p>UNLESS OTHERWISE STATED ALL DIMENSIONS IN MILLIMETRES TOLERANCES: LINEAR: ±1 ANGULAR: ±0.1</p>	G	IM	15/06/2016	ISSUED FOR INFORMATION	IMcB	RKM	PROJECT APPR.	-	DATE	JOB NUMBER	<p>天齐锂业 TIANQI LITHIUM</p>	CLIENT	TIANQI LITHIUM
	F	IM	26/05/2016	ISSUED FOR INFORMATION	IMcB	RKM	DESIGN APPR.	-		11304		CLIENT TITLE	TIANQI LHPP PROJECT
	E	IM	12/05/2016	ISSUED FOR INFORMATION	IMcB	RKM	DESIGNED	-		A1	SHEET TITLE	PLANT SITE LAYOUT	
	D	IM	26/04/2016	PLANT REVISED	IMcB	RKM	CHECKED	-		SCALE	GENERAL ARRANGEMENT - PHASE 1		
	C	IM	19/04/2016	ISSUED FOR INFORMATION	IMcB	RKM	APPROV.	-		1:1000	DRG No.	11304-G-006	
	B	IM	24/03/2016	ISSUED FOR INFORMATION	IMcB	RKM	DRAWN	I.M.	10-02-2016	REV.	G		

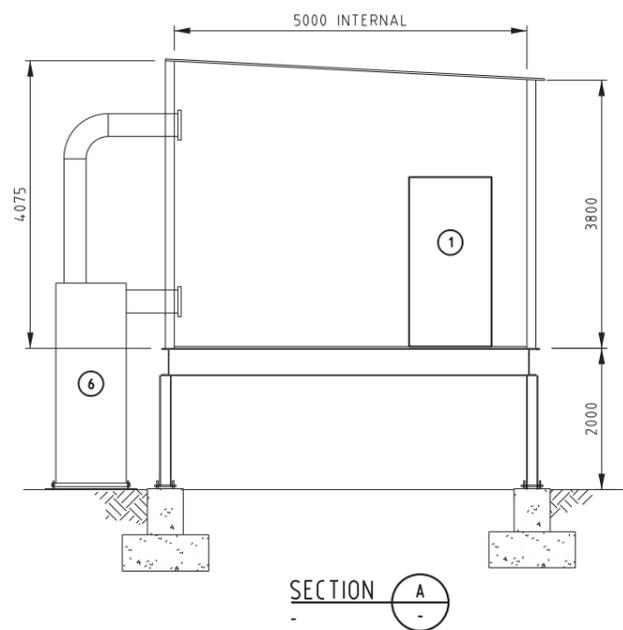
W:\Reshct TIANQI\Drawings\2-GA\311304-G-0000-006_G.dwg - 15/06/2016 - 12:40PM - i.meintjes



PLANT SITE AREA LAYOUT PLAN - PHASE 1

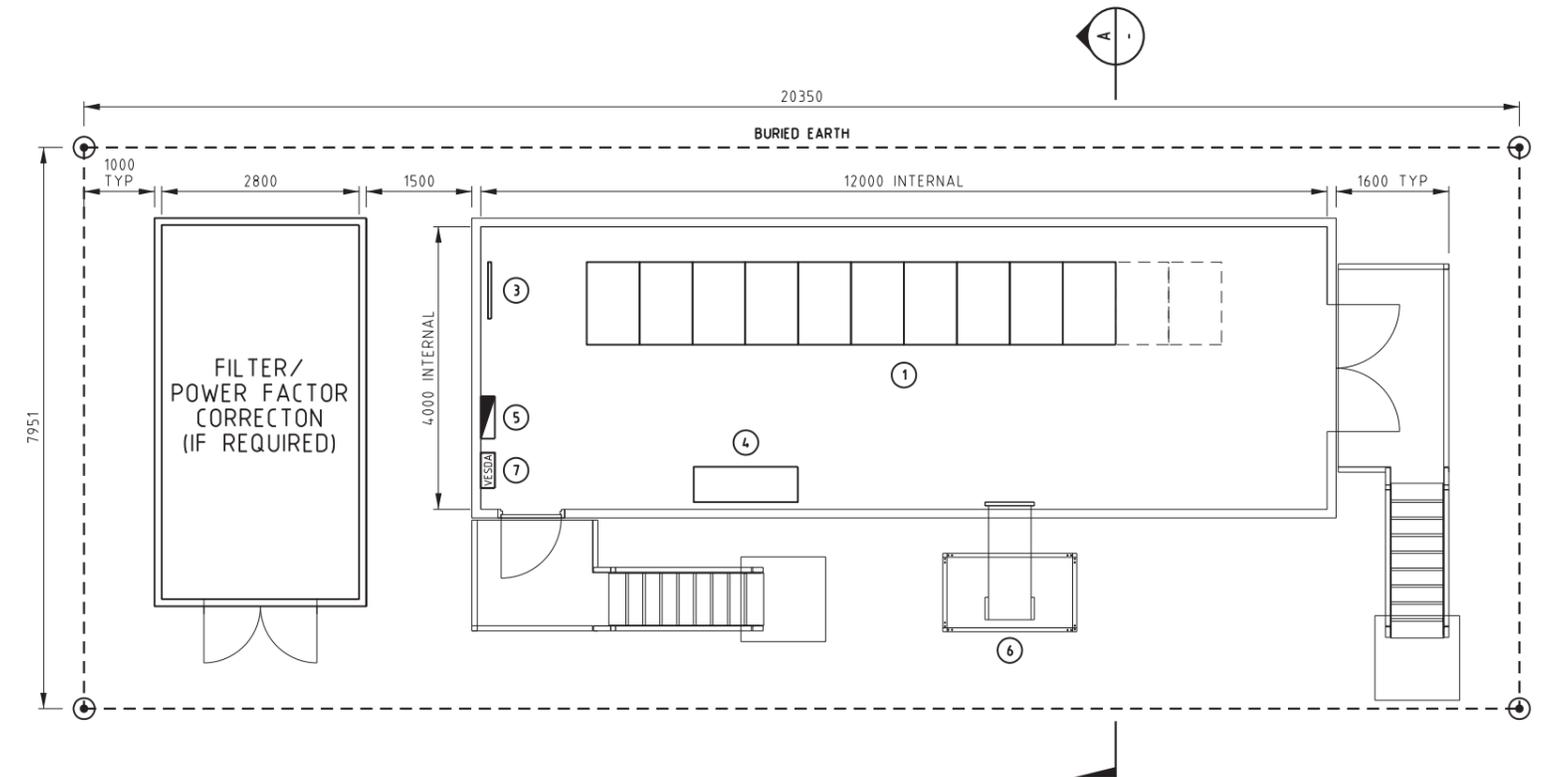
DRAWING No.	REFERENCE DRAWINGS	<p>MSP ENGINEERING PTY LTD RESOURCE DEVELOPMENT CONSULTANTS</p> <p>578 MURRAY STREET WEST PERTH, WA, 6005 PHONE (08) 5241 4900 FAX (08) 5241 4988 www.mspengineering.com.au</p> <p>UNLESS OTHERWISE STATED ALL DIMENSIONS IN MILLIMETRES TOLERANCES: LINEAR: ±1 ANGULAR: ±0.1</p>	<table border="1"> <tr><td>G</td><td>IM</td><td>15/06/2016</td><td>ISSUED FOR INFORMATION</td><td>IMcB</td><td>RKM</td><td>PROJECT APPR.</td><td>-</td><td>DATE</td><td></td><td>JOB NUMBER</td><td>11304</td></tr> <tr><td>F</td><td>IM</td><td>26/05/2016</td><td>ISSUED FOR INFORMATION</td><td>IMcB</td><td>RKM</td><td>DESIGN APPR.</td><td>-</td><td></td><td></td><td>SHEET</td><td>A1</td></tr> <tr><td>E</td><td>IM</td><td>12/05/2016</td><td>ISSUED FOR INFORMATION</td><td>IMcB</td><td>RKM</td><td>DESIGNED</td><td>-</td><td></td><td></td><td>SCALE</td><td>1:1000</td></tr> <tr><td>D</td><td>IM</td><td>26/04/2016</td><td>PLANT REVISED</td><td>IMcB</td><td>RKM</td><td>CHECKED</td><td>-</td><td></td><td></td><td></td><td></td></tr> <tr><td>C</td><td>IM</td><td>19/04/2016</td><td>ISSUED FOR INFORMATION</td><td>IMcB</td><td>RKM</td><td>APPROV.</td><td>-</td><td></td><td></td><td></td><td></td></tr> <tr><td>B</td><td>IM</td><td>24/03/2016</td><td>ISSUED FOR INFORMATION</td><td>IMcB</td><td>RKM</td><td>DRAWN</td><td>I.M.</td><td>10-02-2016</td><td></td><td></td><td></td></tr> </table>	G	IM	15/06/2016	ISSUED FOR INFORMATION	IMcB	RKM	PROJECT APPR.	-	DATE		JOB NUMBER	11304	F	IM	26/05/2016	ISSUED FOR INFORMATION	IMcB	RKM	DESIGN APPR.	-			SHEET	A1	E	IM	12/05/2016	ISSUED FOR INFORMATION	IMcB	RKM	DESIGNED	-			SCALE	1:1000	D	IM	26/04/2016	PLANT REVISED	IMcB	RKM	CHECKED	-					C	IM	19/04/2016	ISSUED FOR INFORMATION	IMcB	RKM	APPROV.	-					B	IM	24/03/2016	ISSUED FOR INFORMATION	IMcB	RKM	DRAWN	I.M.	10-02-2016				<p>天齐锂业 TIANQI LITHIUM</p>	CLIENT	TIANQI LITHIUM	TITLE TIANQI LHPP PROJECT PLANT SITE LAYOUT GENERAL ARRANGEMENT - PHASE 1 DRG No. 11304-G-006 REV. G
			G	IM	15/06/2016	ISSUED FOR INFORMATION	IMcB	RKM	PROJECT APPR.	-	DATE		JOB NUMBER	11304																																																																	
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B	IM	24/03/2016	ISSUED FOR INFORMATION	IMcB	RKM	DRAWN	I.M.	10-02-2016																																																																							
No.	BY	DATE	APPROV.	DRAWN	I.M.	10-02-2016	1:1000																																																																								

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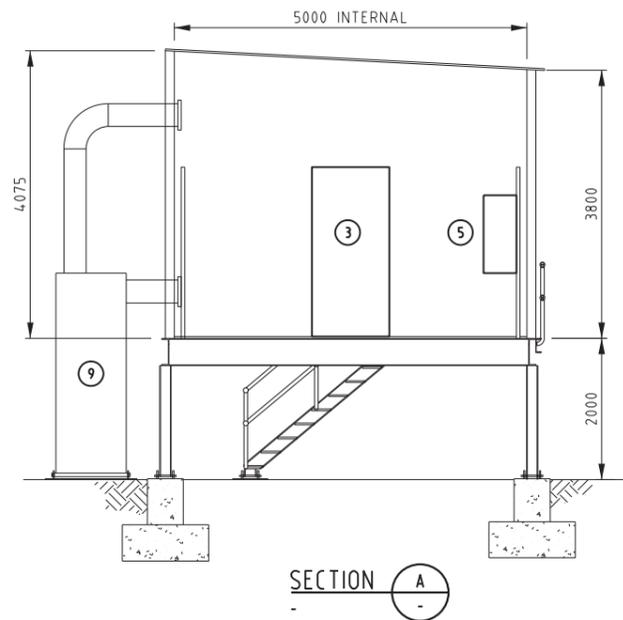


- NOTES**
- SWITCHROOM LAYOUT HAS BEEN PRODUCED USING MECHANICAL EQUIPMENT LIST 11301-M-EQL-001 REV B. THIS DRAWING TO BE READ IN CONJUNCTION WITH THE ELECTRICAL DESIGN CRITERIA AND SWITCHROOM ENGINEERING SPECIFICATION.
 - SUBSTATION SHALL BE 2 HOUR FIRE RATED.
 - SWITCHROOM TO BE SUPPLIED COMPLETE WITH:
 - LIGHT FITTINGS (INCLUDING EMERGENCY) AND SMALL POWER OUTLETS.
 - EXIT SIGNS AND AUTHORISED PERSONNEL SIGNS.
 - SMOKE DETECTORS, BREAK GLASSES, FIRE EXTINGUISHERS AND EXTERNAL ALARM.
 - A VESDA SYSTEM PIPED TO THE SWITCHBOARD CABLE ZONE AND CONTROL PANELS SHALL BE INSTALLED.
 - ALL EXIT DOORS TO HAVE EMERGENCY EXIT CAPABILITY. EQUIPMENT ENTRY DOUBLE DOORS TO HAVE ONE LEAF FITTED WITH CRASH BARRIER AND ONE LEAF CAPABLE OF BEING FIXED.
 - FINAL POSITION AND QUANTITIES OF EQUIPMENT TO BE ESTABLISHED AT THE DETAIL DESIGN STAGE. EQUIPMENT TO HAVE 600mm CLEARANCE MINIMUM WITH DOOR OPEN BETWEEN OPPOSITE EQUIPMENT.
 - CABLE LADDER POSITIONS AND ROUTES TO BE ESTABLISHED AT DETAIL DESIGN STAGE.
 - CIVIL DETAILS, FOOTINGS, SLAB, BLOCKWORK ETC TO BE ESTABLISHED AT DETAIL DESIGN STAGE.

ELECTRICAL EQUIPMENT LIST				
ITEM No.	EQUIPMENT TAG No.	DESCRIPTION	DIMENSION (HxWxD)	WEIGHT (kg)
1	-	22kv SWITCHBOARD		
2	-			
3	-	EARTH BAR		
4	-	HV BATTERY TRIPPING SUPPLY		
5	-	415VAC DISTRIBUTION BOARD (L&SP, A/C)		
6	-	415VAC AIR CONDITIONING UNIT		
7	-	FIRE INDICATION PANEL/VESDA PANEL		
8	-			

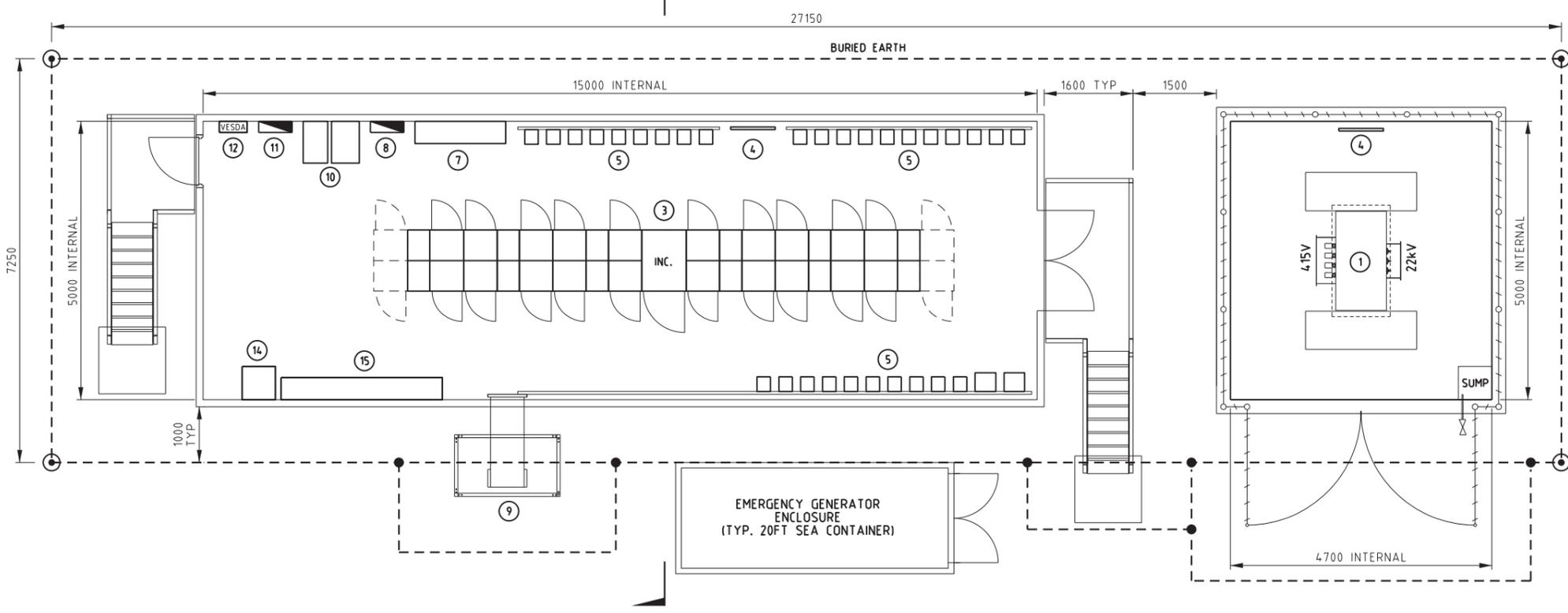


<p>MSP ENGINEERING PTY LTD RESOURCE DEVELOPMENT CONSULTANTS</p> <p>ABN 64 009 499 950 578 MURRAY STREET WEST PERTH, W.A. 6005 PHONE (08) 6241 4900 FAX (08) 6241 4988</p>	<h1 style="margin: 0;">ATTACHMENT - 27</h1>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>PROJECT APPR.</td> <td>BY</td> <td>DATE</td> <td>JOB NUMBER</td> </tr> <tr> <td></td> <td></td> <td></td> <td>11304</td> </tr> <tr> <td>SIGNED</td> <td></td> <td></td> <td>SHEET</td> </tr> <tr> <td>CHECKED</td> <td></td> <td></td> <td>SCALE</td> </tr> <tr> <td></td> <td></td> <td></td> <td>1:50</td> </tr> </table>	PROJECT APPR.	BY	DATE	JOB NUMBER				11304	SIGNED			SHEET	CHECKED			SCALE				1:50	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>CLIENT</td> <td>MSP ENGINEERING PTY LTD</td> </tr> <tr> <td>TITLE</td> <td>CHEMICAL PLANT SUBSTATION No.2 ELECTRICAL EQUIPMENT LAYOUT</td> </tr> <tr> <td>DRG No.</td> <td>11304-E-0000-703</td> </tr> <tr> <td>REV.</td> <td>C</td> </tr> </table>	CLIENT	MSP ENGINEERING PTY LTD	TITLE	CHEMICAL PLANT SUBSTATION No.2 ELECTRICAL EQUIPMENT LAYOUT	DRG No.	11304-E-0000-703	REV.	C
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REV.	C																														
<p>DRAWING No. REFERENCE DRAWINGS</p> <p>Copyright © Information disclosed in this document is confidential proprietary information of MSP Engineering pty ltd and shall not be copied or reproduced in any form or given to any person without written permission from MSP.</p>																															



- NOTES**
- SWITCHROOM LAYOUT HAS BEEN PRODUCED USING MECHANICAL EQUIPMENT LIST 11301-M-EQL-001 REV B. THIS DRAWING TO BE READ IN CONJUNCTION WITH THE ELECTRICAL DESIGN CRITERIA AND SWITCHROOM ENGINEERING SPECIFICATION.
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 - WALL MOUNTED VARIABLE SPEED DRIVES TO BE MOUNTED OFF A STEEL FRAME FIXED TO THE SWITCHROOM FLOOR AND WALL. A 600 WIDE CABLE LADDER IS TO BE INSTALLED THE FULL LENGTH OF THE FRAME AT FLOOR LEVEL.
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ELECTRICAL EQUIPMENT LIST				
ITEM No.	EQUIPMENT TAG No.	DESCRIPTION	DIMENSION (HxWxD)	WEIGHT (kg)
1	-	TRANSFORMER 22kV/433V 2MVA ONAN Dyn11		
2	-			
3	-	415VAC MOTOR CONTROL CENTRE		
4	-	EARTH BAR		
5	-	VARIABLE SPEED DRIVE - WALL MOUNTED (ON FRAME)		
6	-	VARIABLE SPEED DRIVE - FLOOR STANDING		
7	-	415VAC DISTRIBUTION BOARD		
8	-	415VAC L&SP DISTRIBUTION BOARD		
9	-	415VAC AIR CONDITIONING UNIT		
10	-	240VAC UPS PANEL C/W BATTERIES		
11	-	240VAC UPS DISTRIBUTION BOARD		
12	-	FIRE INDICATION PANEL/VESDA PANEL		
13	-			
14	-	COMMUNICATION PANEL		
15	-	PROCESS CONTROL CUBICLE		
16	-			



**SUBSTATION 3
LV SWITCHROOM**



MSP ENGINEERING PTY LTD
RESOURCE DEVELOPMENT CONSULTANTS

ABN 64 009 499 950
578 MURRAY STREET
WEST PERTH, W.A. 6005
PHONE (08) 6241 4900
FAX (08) 6241 4988

DRAWING No. REFERENCE DRAWINGS

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No.	BY	DATE	REVISION	CHECKED	APPROV.	DRAWN
C	DM	7.05.16	ISSUED FOR INFORMATION - EQUIPMENT TO BE REVERSE ENGINEERED			
B	DM	07.05.16	NOTE 2 AND TRANSFORMER FENCING REVISED			
A	DM	21.04.16	ISSUED FOR INFORMATION			

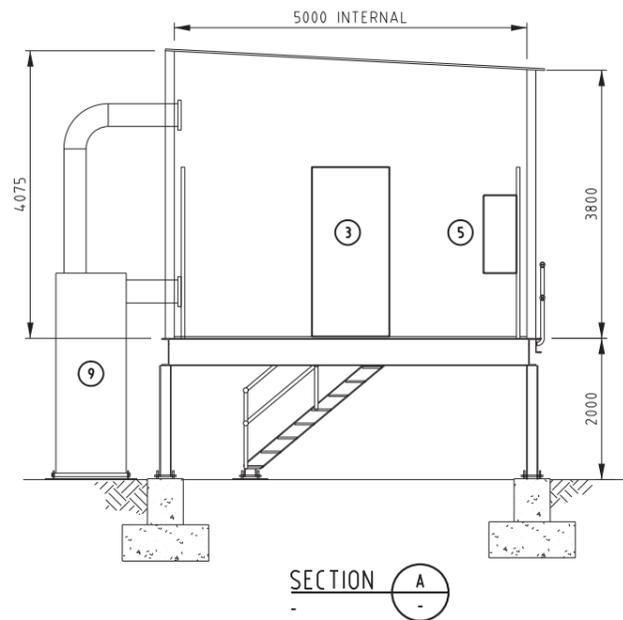
PROJECT APPR. BY DATE JOB NUMBER
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ATTACHMENT - 28

CLIENT **MSP ENGINEERING PTY LTD**

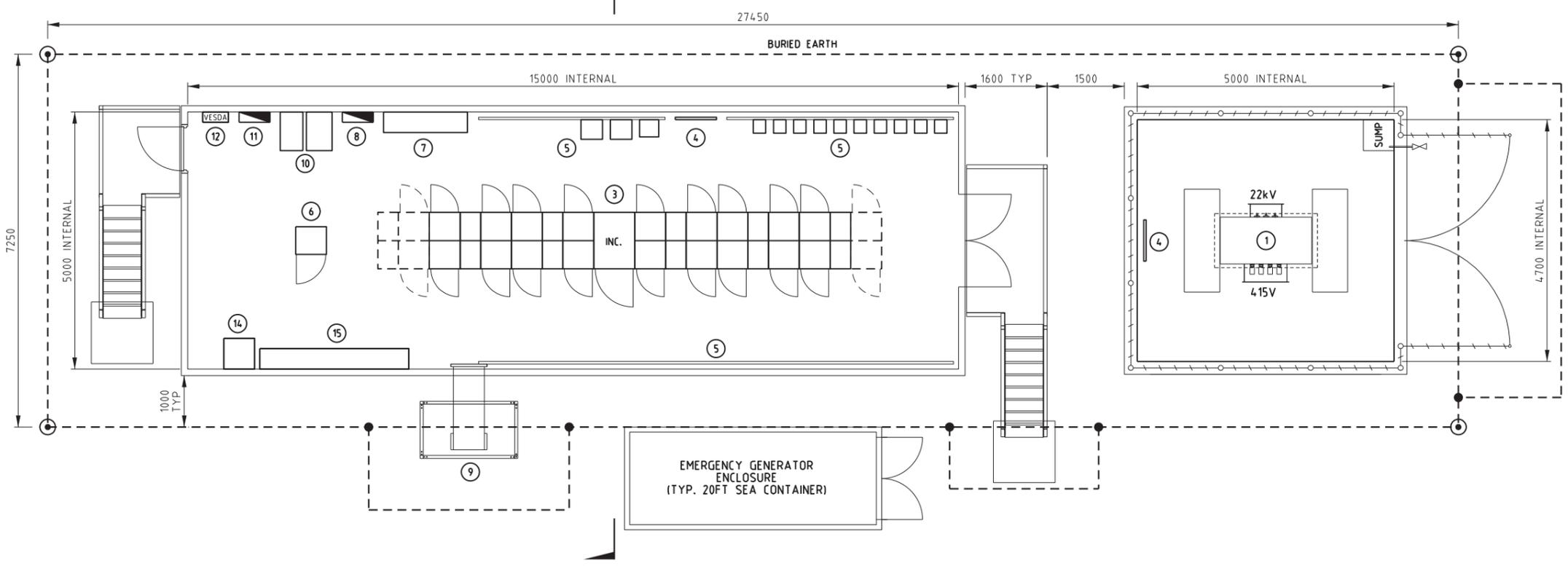
TITLE **CHEMICAL PLANT
SUBSTATION 3
ELECTRICAL EQUIPMENT LAYOUT**

DRG No. **11304-E-0000-704** REV. **C**



- NOTES**
- SWITCHROOM LAYOUT HAS BEEN PRODUCED USING MECHANICAL EQUIPMENT LIST 11301-M-EQL-001 REV B. THIS DRAWING TO BE READ IN CONJUNCTION WITH THE ELECTRICAL DESIGN CRITERIA AND SWITCHROOM ENGINEERING SPECIFICATION.
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1	-	TRANSFORMER 22kV/433V 2MVA ONAN Dyn11		
2	-			
3	-	415VAC MOTOR CONTROL CENTRE		
4	-	EARTH BAR		
5	-	VARIABLE SPEED DRIVE - WALL MOUNTED (ON FRAME)		
6	-	VARIABLE SPEED DRIVE - FLOOR STANDING		
7	-	415VAC DISTRIBUTION BOARD		
8	-	415VAC L&SP DISTRIBUTION BOARD		
9	-	415VAC AIR CONDITIONING UNIT		
10	-	240VAC UPS PANEL C/W BATTERIES		
11	-	240VAC UPS DISTRIBUTION BOARD		
12	-	FIRE INDICATION PANEL/VESDA PANEL		
13	-			
14	-	COMMUNICATION PANEL		
15	-	PROCESS CONTROL CUBICLE		
16	-			



**SUBSTATION 4
LV SWITCHROOM**



MSP ENGINEERING PTY LTD
RESOURCE DEVELOPMENT CONSULTANTS

ABN 64 009 499 950
578 MURRAY STREET
WEST PERTH, W.A. 6005
PHONE (08) 6241 4900
FAX (08) 6241 4988

DRAWING No. REFERENCE DRAWINGS

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No.	BY	DATE	REVISION	CHECKED	APPROV.	DRAWN
C	DM	7.05.16	ISSUED FOR INFORMATION - EQUIPMENT LIST REVERSE			
B	DM	07.05.16	NOTE 2 AND TRANSFORMER FENCING REVISED			
A	DM	21.04.16	ISSUED FOR INFORMATION			

PROJECT APPR. BY DATE JOB NUMBER
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CLIENT **MSP ENGINEERING PTY LTD**

TITLE **CHEMICAL PLANT
SUBSTATION 4
ELECTRICAL EQUIPMENT LAYOUT**

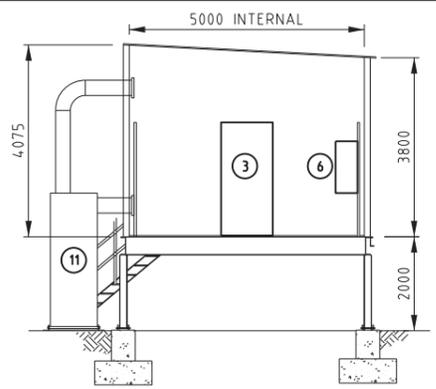
DRG No. **11304-E-0000-705** REV. **C**

ATTACHMENT - 29

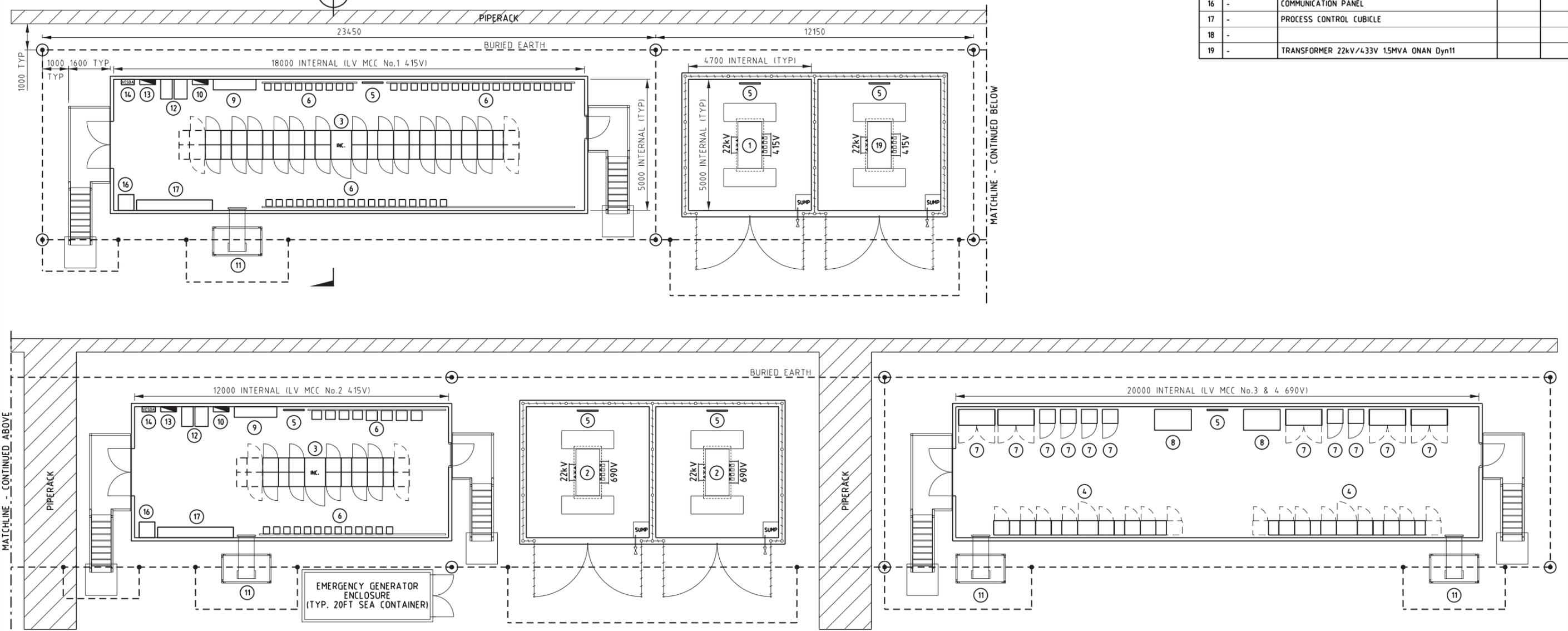
ELECTRICAL EQUIPMENT LIST				
ITEM No.	EQUIPMENT TAG No.	DESCRIPTION	DIMENSION (HxWxD)	WEIGHT (kg)
1	-	TRANSFORMER 22kV/433V 2.5MVA ONAN Dyn11		
2	-	TRANSFORMER 22kV/690V 3.5MVA ONAN Dyn11		
3	-	415VAC MOTOR CONTROL CENTRE		
4	-	690VAC MOTOR CONTROL CENTRE		
5	-	EARTH BAR		
6	-	415VAC VARIABLE SPEED DRIVE - WALL MOUNTED		
7	-	690VAC VARIABLE SPEED DRIVE - FLOOR STANDING		
8	-	690VAC ACTIVE FILTER		
9	-	415VAC DISTRIBUTION BOARD		
10	-	415VAC L&SP DISTRIBUTION BOARD		
11	-	415VAC AIR CONDITIONING UNIT		
12	-	240VAC UPS PANEL C/W BATTERIES		
13	-	240VAC UPS DISTRIBUTION BOARD		
14	-	FIRE INDICATION PANEL/VESDA PANEL		
15	-			
16	-	COMMUNICATION PANEL		
17	-	PROCESS CONTROL CUBICLE		
18	-			
19	-	TRANSFORMER 22kV/433V 1.5MVA ONAN Dyn11		

NOTES

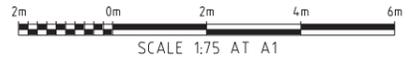
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SECTION A TYPICAL



SUBSTATION 5 LV SWITCHROOMS



<p>MSP ENGINEERING PTY LTD RESOURCE DEVELOPMENT CONSULTANTS</p> <p>ABN 64 009 499 950 578 MURRAY STREET WEST PERTH, W.A. 6005 PHONE (08) 6241 4900 FAX (08) 6241 4988</p>	<h1 style="margin: 0;">ATTACHMENT - 30</h1>	<p>PROJECT APPR. BY DATE</p> <p>JOB NUMBER 11304</p> <p>SHEET</p> <p>SCALE 1:75</p>	<p>CLIENT MSP ENGINEERING PTY LTD</p> <p>TITLE CHEMICAL PLANT SUBSTATION 5 ELECTRICAL EQUIPMENT LAYOUT</p> <p>DRG No. 11304-E-0000-706</p> <p>REV. C</p>																						
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CHECKED	APPROV.	DRAWN																							

16 Reports – Civic Leadership

16.1 Budget Variations

SUMMARY:

To amend the 2016/2017 budget to reflect various adjustments to the General Ledger with nil effect to the overall budget as detailed below. Due to the nature of these variations, they fall outside the annual budget review.

OFFICER RECOMMENDATION:

That the required budget variations to the Adopted Budget for 2016/2017 as outlined in the report be approved.

NOTE: AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

DISCUSSION:

ITEM #	LEDGER ACCOUNT	DESCRIPTION	OPERATING BUDGET	INCREASE/ DECREASE	REVISED BUDGET
1	600007.1561	Capital Expense	(2,449,089)	(70,000)	(2,519,089)
	600007.1562	Capital Expense	(230,000)	70,000	(160,000)
	Reason:	<i>Transport Development – the Adventure Park group has identified the need to construct a Main Roads approved right hand turn pocket Gilmore Avenue into Walgreen Crescent for the Adventure Park as improving traffic flow identified as a priority over upgrading entire footpaths around Walgreen Crescent.</i>			
2	600015.1002	Capital Expense	(282,000)	(62,705)	(344,705)
	750006.1614	Transfer from Loan	Nil	62,705	62,705
	Reason:	<i>Governance Facility - transfer from unspent loan funds for Council office upgrade. Council chambers renovation project works not completed in 2015/2016. Funds being utilised design and preliminary works.</i>			
3	600011.1000	Capital Expense	(38,000)	(1,000)	(39,000)
	600004.1000	Capital Expense	(86,600)	1,000	(85,600)
	Reason:	<i>Executive Management - transfer of identified savings in purchase of Recquatic vehicle to fund Directors vehicle as error made in budget allocation.</i>			

LEGAL/POLICY IMPLICATIONS:

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

(b) is authorised in advance by resolution*

“additional purpose” means a purpose for which no expenditure estimate is included in the local government’s annual budget.

*requires an absolute majority of Council.

16.1 BUDGET VARIATIONS

FINANCIAL/BUDGET IMPLICATIONS:

Budget Item Name:	Various items as listed above.
Budgeted Amount:	
Expenditure to Date:	
Proposed Cost:	Nil effect.
Balance:	

*NOTE: All figures are exclusive of GST

ASSET MANAGEMENT IMPLICATIONS:

The allocation of funds towards the upgrading and renewal of existing City assets in the capital expenditure items is in line with the Asset Management Strategy and will reduce the current asset management gap.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report or recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

Council's Strategic Community Plan for the period 2015 to 2025 provides that Council will ensure the future sustainability of the City of Kwinana through the implementation of sound revenue and expenditure policies, and seeking additional revenue sources.

RISK IMPLICATIONS:

Refer to Legal/Policy comments for risk implications.

COUNCIL DECISION

300

MOVED CR W COOPER**SECONDED CR D WOOD**

That the required budget variations to the Adopted Budget for 2016/2017 as outlined in the report be approved.

CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL

8/0

16.2 Accounts for Payment up to 31 July 2016

SUMMARY:

This is a List of Accounts paid by the City of Kwinana.

OFFICER RECOMMENDATION:

That the List of Accounts paid for the period ended 31 July 2016 be noted.

DISCUSSION:

The following list of accounts summarises all cheques and electronic funds transfer (EFT) drawn for the period to 31 July 2016. It is in agreement with the attached List of Accounts.

FUND	CHEQUE NO	AMOUNT	TOTAL
MUNICIPAL A/C	Cheque # 18513 to 18584 EFT # 3310 to 3325		
	Creditors Cheques and EFT	\$ 6,405,813.88	
	Non Creditors Cheques	\$ 11,498.03	
	Cancelled Cheques/EFT	\$ 255.78	
	Payroll 20/7/16 & 06/7/16	\$ 1,174,681.85	
TRUST A/C	EFT NO	\$ N/A	
TOTAL			<u>\$7,592,249.54</u>

LEGAL/POLICY IMPLICATIONS:

In accordance with Local Government (Financial Management) Regulations 1996, Regulation 13 where the power has been delegated to the Chief Executive Officer (CEO), a list of accounts paid by the CEO is to be prepared and presented to Council each month. The list is to show each payment, payee's name, payment amount and date of payment and sufficient information to identify the transaction.

FINANCIAL/BUDGET IMPLICATIONS:

Various, but understood to be consistent with budget/budget review position and allowable variations therein

16.2 ACCOUNTS FOR PAYMENT UP TO 31 JULY 2016

ASSET MANAGEMENT IMPLICATIONS:

No asset management implications have been identified as a result of this report or recommendation.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report or recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

No strategic implications have been identified as a result of this report or recommendation.

RISK IMPLICATIONS:

No risk implications have been identified as a result of this report or recommendation.

COUNCIL DECISION

301

MOVED CR S LEE

SECONDED CR R ALEXANDER

That the List of Accounts paid for the period ended 31 July 2016 be noted.

**CARRIED
8/0**

Warrant Listing



Warrants between
1/07/2016 to 31/07/2016

TOK [LIVE]

Program - ci_ap001 1/08/2016 11:02:27AM
Minimum Amount: **\$0.00**

Cancelled

<i>Cheque No.</i>	<i>Chq Date</i>	<i>Payee</i>	<i>Description</i>	<i>Amount</i>
00018584	27/07/2016	David Eugene Doyle & Lynette May Do	***** CANCELLED *****	\$255.78
Total: Cancelled				1 \$255.78

Warrant Listing



Warrants between
1/07/2016 to 31/07/2016

TOK [LIVE]

Program - ci_ap001 1/08/2016 11:02:54AM
Minimum Amount: \$0.00

Creditors

Cheque No.	Chq Date	Creditor Payee	Description	Amount
00018513	06/07/2016	7705APG Homes Pty Ltd	Refund sec dep-L909 Barakee Road	\$1,456.00
00018514	06/07/2016	6375Ashmy Pty Ltd	Refund sec dep-L153 Idalia Terrace	\$1,456.00
00018515	06/07/2016	5109Building Commission (Department of	Building Services levy for month of June	\$22,685.36
00018516	06/07/2016	3032Celebration Nominees Pty Ltd	Refund sec dep-L230 Vermont Grove	\$1,456.00
00018517	06/07/2016	7933Collier Homes Pty Ltd	Refund sec dep-L829 Lazauli Rise	\$2,912.00
00018518	06/07/2016	1767Construction Training Fund	CTF levy for month of June 16	\$24,576.64
00018519	06/07/2016	3786HALPD Pty Ltd T/A Affordable Living	Refund sec dep-L165 Mariala Way	\$1,456.00
00018520	06/07/2016	8135Andrew Paul Harrop	C/over subsidy rebate-L590 Glenfinlass P	\$336.00
00018521	06/07/2016	6418Home Group WA Pty Ltd	Refund sec dep-L15 Kangaroo Ave	\$4,368.00
00018522	06/07/2016	926Main Roads Western Australia	Upgrade traffic signals to Parallel Walk	\$190,167.32
00018523	06/07/2016	8136Yasmeen Ogle	C/over subsidy rebate-L369 Aquinnah Way,	\$504.00
00018524	06/07/2016	8139Barry Charles Simms	C/over subsidey rebate-L971 Littabella Av	\$504.00
00018525	06/07/2016	8146Gurbir Singh	C/over subsidy rebate-L804 Ivory Way, WE	\$336.00
00018526	06/07/2016	3390SSB Pty Ltd T/A Content Living - Th	Refund sec dep-L30 Kangaroo Ave	\$2,912.00
00018527	06/07/2016	1490Town Of Kwinana - Pay Cash	Petty cash recoup to 30/06/2016-Village	\$1,139.95
00018528	06/07/2016	8137Angela Rosemary Turner	C/over subsidy rebate-L360 Litchfield Ci	\$336.00
00018529	06/07/2016	1592Water Corporation	Charges to 22/06/16 144KL	\$3,837.88
00018530	06/07/2016	8138Emma Winsall	C/over subsidy rebate -L2030 Needlewood	\$336.00
00018543	08/07/2016	3037Colonial First State Investments Li	Superannuation-June16-18	\$1,534.38
00018544	08/07/2016	3442One Path - formerly ING Life Limite	Superannuation-June16-24	\$3,358.41
00018545	13/07/2016	8162Dahnushan Anandarasa	C/over subsidy rebate -L183 Mornington C	\$336.00
00018546	13/07/2016	8159Investor Assist Pty Ltd	Refund sec dep-L706 Geikie Glade	\$2,912.00
00018547	13/07/2016	8161Teo Pintaudi	C/over subsidy rebae - L135 Idalia Tce,	\$336.00
00018548	13/07/2016	1490Town Of Kwinana - Pay Cash	Petty cash recoup to 8/7/16 - Admin	\$221.50
00018549	13/07/2016	485Transport Department of	Registration	\$34,058.35
00018554	13/07/2016	479Education and Care Regulatory Unit	Annual fee - Vacation Care Program 16/17	\$297.00
00018555	20/07/2016	6375Ashmy Pty Ltd	Refund sec dep-L221 Burrowa App	\$1,456.00
00018556	20/07/2016	1487City of Kwinana	Bend retention-Kwinana Wellbeing & Fitne	\$247.20
00018557	20/07/2016	2543City of Whittlesea	NGAA General Membership fee for 2016/201	\$18,700.00
00018558	20/07/2016	8175Robcarson Meunier	C/over subsidy rebate-L1051 Littabella A	\$336.00
00018559	20/07/2016	1490Town Of Kwinana - Pay Cash	Petty cash recoup to 10/7/2016-Vac Care	\$530.20
00018560	20/07/2016	1592Water Corporation	Charges to 12/7/2016 21KL-Office at Stid	\$569.68
00018561	20/07/2016	8040Webb & Brown-Neaves Pty Ltd	Refund sec dep-L2107 Cordata Ave	\$1,456.00
00018563	27/07/2016	2049Access Office Industries	20 X Acrylic book display shelves for sl	\$1,110.23
00018564	27/07/2016	3032Celebration Nominees Pty Ltd	Refund sec dep-L128 Wallarah Street	\$1,456.00
00018565	27/07/2016	2071Compleat Angler & Camping World -	Darius Wells - purchase of 8 x marquee w	\$560.00
00018566	27/07/2016	631Games World	Jigsaw puzzles - Library	\$350.00
00018567	27/07/2016	3623HQ Limestone Landscaping	Construction of limestone retainer and u	\$2,640.00
00018568	27/07/2016	2052Kwinana District Football Club	Men's health week - Pit Stop - Club Inc	\$310.00
00018569	27/07/2016	835Kwinana Golf Club Inc	Silversport members x 16	\$2,677.92
00018570	27/07/2016	862Kwinana Men's Support Service	Citizenship Ceremony - 5 July 35 Wooden	\$455.00
00018571	27/07/2016	926Main Roads Western Australia	Agreement for Provision of Servies by Ma	\$5,374.96
00018572	27/07/2016	980Midway Drycleaners	Drycleaning of table cloth - Darius Well	\$60.00
00018573	27/07/2016	8181David Martin Reeve-Fowkes	C/over subsidy rebate-L2098 Tiliqua Cres	\$540.00
00018574	27/07/2016	1315Slater & Gartrell	6 x acme plastic whistles on lanyards, 6	\$151.80
00018575	27/07/2016	2374The Active Network Inc (AUA-NZ) Pty	Class - Maintenance & Support Renewal	\$5,502.50
00018576	27/07/2016	1490Town Of Kwinana - Pay Cash	Petty cash recoup to 14/7/16-Env Health	\$88.90
00018577	27/07/2016	8184Ian William Vogel	C/over subsidy rebate-L367 Aquinnah Way,	\$540.00
00018578	27/07/2016	1592Water Corporation	Service Charges from 010716-310816 Shop	\$2,758.99
00018579	27/07/2016	4871Western Australia Genealogical Soci	Annual Associate Subscription for 2016 /	\$100.00
00018581	27/07/2016	1592Water Corporation	Usage to 120716 1211KL Banksia Park	\$17,765.64
1641610A	20/07/2016	549Esanda	Monthly lease fees KWN700 2/7-1/8/16	\$1,294.70
270716	27/07/2016	1707Public Transport Authority of Weste	Smarrider recharge to 27/07/16	\$50.00
28773617	19/07/2016	4805TPG Internet Pty Ltd	Monthly Internet Mandogalup Station 26/7-25/	\$49.99
29280392	27/07/2016	4805TPG Internet Pty Ltd	Monthly Internet Kwinana South Station 3/8-2	\$49.99
3310.7367-01	04/07/2016	7367ClickSuper Pty Ltd	Superannuation-June16-03	\$221,376.67
3311.1249-01	06/07/2016	1249Royal Life Saving Society	Typhoon Baby Vests	\$1,030.80
3311.1343-01	06/07/2016	1343Southern Metropolitan Regional Coun	Waste bin audit - May 2016, Recycle bin	\$23,516.50
3311.1355-01	06/07/2016	1355Sports Surfaces	Professional Consultancy Medina Netball	\$3,850.00
3311.1366-01	06/07/2016	1366Star Communications	BP 14 - Repair phone connection for dure	\$205.50
3311.1423-01	06/07/2016	1423Telstra	Usage to 210616 Depot	\$184.30
3311.1460-01	06/07/2016	1460Theresa Walley	NAIDOC 2016: Provision of cultural servi	\$650.00
3311.1621-01	06/07/2016	1621Western Australian Treasury Corpora	Loan #96 Youth Space 30/06/16	\$74,088.56
3311.1629-01	06/07/2016	1629Weston Road Systems	Line marking at Calista Primary School a	\$1,210.00
3311.1649-01	06/07/2016	1649Dennis Cleve Wood	Meeting Fees	\$2,866.63
3311.1652-01	06/07/2016	1652Woolworths Ltd	Nightfields items	\$2,484.90
3311.1655-01	06/07/2016	1655Worskense Safety & Workwear Pty Ltd	AYESH AMARASINGHE - Uniform - Depot	\$114.73
3311.1689-01	06/07/2016	1689Sandra Elizabeth Lee	ICT Allowance	\$3,505.98
3311.1762-01	06/07/2016	1762Officeworks BusinessDirect	Consumables-John Wellard Comm Ctre	\$680.96

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Creditors

Cheque No.	Chq Date	Creditor Payee	Description	Amount
3311.19-01	06/07/2016	19Absolute Painting Services	Painting of staff room and rear entrance	\$1,540.00
3311.194-01	06/07/2016	194Benara Nurseries	20 x 100Lt Eucalyptus marginata for John	\$3,630.00
3311.2024-01	06/07/2016	2024Institute of Public Works Engineeri	IPWEA Fleet Plus Subscription 2016/2017	\$550.00
3311.2048-01	06/07/2016	2048Palm Lakes Gardens & Landscape Serv	Lay 165m2 of Brick Paving at Lee Road as	\$7,630.00
3311.2125-01	06/07/2016	2125Synergy	Usage to 220616 42U Price Pkwy Bore Pump	\$10,949.10
3311.2296-01	06/07/2016	2296Perth Region NRM Inc	Sediment Research Study Contribution	\$1,100.00
3311.235-01	06/07/2016	235Bristol Cleaning Services	BP - Clubhouse, window cleaning Jan, Feb	\$590.00
3311.2429-01	06/07/2016	2429Forestvale Trees	Eucalyptus sideroxylon Iron Bark 90Lt, C	\$792.00
3311.2432-01	06/07/2016	2432Lindsay Calyun	McGuigan Interpretive Art Project	\$1,200.00
3311.248-01	06/07/2016	248Bunnings Building Supplies	Recquatic -Lighting supplies.	\$57.21
3311.2495-01	06/07/2016	2495Elite Pool & Spa Covers	Leisure Blanket, Hydro Blanket, Blanket	\$18,700.00
3311.2578-01	06/07/2016	2578City of Joondalup	800 X Red Library Bags	\$800.00
3311.2674-01	06/07/2016	2674Fire & Safety WA	66395 Oliver Structural Fire Boot Size 7	\$476.86
3311.2931-01	06/07/2016	2931Ruth Elizabeth Alexander	ICT Allowance	\$2,866.63
3311.2960-01	06/07/2016	2960Australian Plant Wholesalers	Various native plants	\$880.00
3311.2981-01	06/07/2016	2981Peter Edward Feasey	ICT Allowance	\$4,690.57
3311.30-01	06/07/2016	30Carol Elizabeth Adams	Mayoral Allowance	\$11,449.96
3311.3031-01	06/07/2016	3031Specialised Security Shredding	GC Bin Exchange	\$20.24
3311.3105-01	06/07/2016	3105Poly Pipe Traders	RainBird Valve Box x 10	\$344.00
3311.3142-01	06/07/2016	3142Family Day Care WA Inc	Social media training 26/5/2016	\$55.00
3311.3155-01	06/07/2016	3155PFD Food Services Pty Ltd	Assorted cafe items - Recquaitc	\$500.35
3311.3356-01	06/07/2016	3356Gemmill Homes Pty Ltd	Refund sec dep-L2 (3A) Hubbard Way	\$1,456.00
3311.3357-01	06/07/2016	3357BGC Residential Pty Ltd	Refund sec dep-L873 Corton Approach	\$13,104.00
3311.3359-01	06/07/2016	3359J Corp Pty Ltd	Refund sec dep-L1166 Jarrow Court	\$4,368.00
3311.339-01	06/07/2016	339Civica Pty Ltd	MSP Authority - June 16	\$60,447.54
3311.3391-01	06/07/2016	3391Ventura Homes Pty Ltd T/A Aussie Li	Refund sec dep-L1241 Bellingham Pde	\$5,824.00
3311.3452-01	06/07/2016	3452WA Recycling Service	Verge waste collection Area 2-	\$23,174.72
3311.358-01	06/07/2016	358Coastline Mower World	razorback cutter bar	\$1,249.35
3311.3607-01	06/07/2016	3607Hays Specialist Recruitment Pty Ltd	R Dickson w/ended 260616	\$2,319.27
3311.3755-01	06/07/2016	3755Dowsing Concrete	Removal, installing pavers-Bertram/Champ	\$4,551.69
3311.381-01	06/07/2016	381Community Perspectives	INV# EVO450 - Population Projections 201	\$866.25
3311.3916-01	06/07/2016	3916Kwinana Industries Council	Shakira Ashton w/ending 280616	\$366.17
3311.3920-01	06/07/2016	3920Sports Master Athletic Internationa	Power bands	\$2,621.30
3311.4026-01	06/07/2016	4026Red Ink Homes Pty Ltd	Refund sec dep-L334 Maxfield Road	\$1,456.00
3311.407-01	06/07/2016	407Staples Australia	Stationery, Toilet rolls, hand towels-FD	\$127.66
3311.4155-01	06/07/2016	4155Short & Sweet Lawnmowing	Lawnmowing and gardening-19/3,17,14/5,1	\$540.00
3311.4245-01	06/07/2016	4245ED Property Services	APU 55 - Callistemon Court - Repairs in	\$3,586.00
3311.4251-01	06/07/2016	4251Plunkett Homes (1903) Pty Ltd	Refund sec dep-L213 Crystal Terrace	\$1,456.00
3311.4350-01	06/07/2016	4350T Depiazzi & Sons	Supply and Deliver 50m3 of Pinebark Mulc	\$2,975.50
3311.4382-01	06/07/2016	4382Stonehenge Ceramics	APU61 - replace damaged floor tiles in w	\$2,082.25
3311.4412-01	06/07/2016	4412JB Hi-Fi Rockingham	1 x PlayStation 3 Console 2 x PlayStati	\$4,138.00
3311.4440-01	06/07/2016	4440Brenton Thomas Scambler	Reimbursement of refreshments for Quiz N	\$187.41
3311.4590-01	06/07/2016	4590Eco Imports Pty Ltd	Darius Wells - equipment for Chisham Squ	\$494.85
3311.4664-01	06/07/2016	4664AMPAC Debt Recovery (WA) Pty Ltd	Costs June 2016	\$6,289.69
3311.4743-01	06/07/2016	4743Artcom Fabrication	Harry McGuigan Park upgrade: supply and	\$225.50
3311.4790-01	06/07/2016	4790Spotlight Pty Ltd	Supplies John Wellard Comm Ctre	\$432.72
3311.5061-01	06/07/2016	5061Department of Planning -DAP	JDAP Application - DA8668	\$12,778.00
3311.5071-01	06/07/2016	5071JB HiFi Commercial Division	Darius Wells - purchase of 2 x Samsung g	\$676.00
3311.5143-01	06/07/2016	5143Wendy Gaye Cooper	Meeting Fees	\$2,898.63
3311.516-01	06/07/2016	516Gareth Owen Dudley	Reimb MR Licence Payment 3 or 3	\$42.75
3311.5750-01	06/07/2016	5750Kev's Wheelie Kleen	Rubbish Bin Cleans 9 Cleans, 2 weekly.	\$90.00
3311.5823-01	06/07/2016	5823Accord Security Pty Ltd	Guard Kalili Wickett- Coverage for City	\$1,544.40
3311.583-01	06/07/2016	583Flexi Staff Pty Ltd	Bryce Law w/e 26/06/16	\$3,061.42
3311.6032-01	06/07/2016	6032Isubscribe	63 Magazine Subscriptions	\$5,043.61
3311.6213-01	06/07/2016	6213Syed Furrugh Sarfraz	Refund bond-Hall hire 26/06/2016	\$1,000.00
3311.6223-01	06/07/2016	6223Robert Thompson	ICT Allowance	\$2,866.63
3311.6224-01	06/07/2016	6224The Grant Finder	Darius Wells - event assistance - darius	\$2,397.50
3311.6319-01	06/07/2016	6319Meagan Sandra Hodgson	Reimbursement - Bertram Programs	\$12.14
3311.6370-01	06/07/2016	6370Elexacom	Recquatic - Group Fitness Room	\$13,124.23
3311.6395-01	06/07/2016	6395Web for Small Business	Darius Wells - facilitation of homework	\$346.50
3311.6576-01	06/07/2016	6576Kylie Ilana Jesus	After School Club 300616	\$135.00
3311.6607-01	06/07/2016	6607Yvonne D Winmar	NAIDOC 2016: provision of entertainment	\$300.00
3311.6636-01	06/07/2016	6636Oxclades Art Supplies	Darius Wells - colourwheels for interior	\$99.88
3311.6707-01	06/07/2016	6707Labourforce Impex Personnel Pty Ltd	Glenn Snook w/e 26/06/16	\$2,070.00
3311.6745-01	06/07/2016	6745Shelford Constructions Pty Ltd	Refund sec dep-L1198 Bromsgrove St	\$1,456.00
3311.6883-01	06/07/2016	6883Childcare Experts	Supervision Training	\$2,475.00
3311.69-01	06/07/2016	69Alinta Gas	Usage to 200616 281U BP Clubhouse	\$124.30
3311.7140-01	06/07/2016	7140Yasmin Rasool	Skottowe Park Activation - 4x activity/r	\$720.00
3311.7200-01	06/07/2016	7200Allyce Rosamond Paulsen	Program Assistant Bertram 29/06/16 1.75h	\$146.25

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Creditors

Cheque No.	Chq Date	Creditor Payee	Description	Amount
3311.7392-01	06/07/2016	7392Unicorn Transport Equipment Pty Ltd	Supply and install dog lift access, sens	\$40,536.00
3311.7506-01	06/07/2016	7506Rockingham Retravisoin	Vacuum cleaner for gym area	\$397.00
3311.7521-01	06/07/2016	7521Strategen Environmental Consultants	Variation to existing contract - Additio	\$1,793.00
3311.7557-01	06/07/2016	7557Sheila Mills	ICT Allowance	\$2,939.28
3311.7576-01	06/07/2016	7576Rochelle O'Reilly	Darius Wells - live performance 4/6/2016	\$500.00
3311.7604-01	06/07/2016	7604Tanya Halliday	Reimbursement for Expenses - Various	\$222.75
3311.762-01	06/07/2016	762Blackwood & Sons Ltd	Clipfolders	\$209.40
3311.7667-01	06/07/2016	7667Havenesky Ventures	Materials for sewing classes John Wellar	\$1,458.00
3311.770-01	06/07/2016	770Jason Signmakers	KIA Industrial Area Bus Shelter	\$14,357.20
3311.7806-01	06/07/2016	7806Jasmine Catalan	Lyrik Educational Scholarship 2015/2016	\$334.56
3311.7847-01	06/07/2016	7847Strata Specialists	Quarterly Levies/Reserve Fund Kwinana Tr	\$4,837.00
3311.7916-01	06/07/2016	7916David John Jan Westbury	Fairfax Subscription to 260617	\$500.00
3311.8035-01	06/07/2016	8035Techworks Electrical Solutions	Cat6a data upgrade for the Kwinana Admin	\$41,883.71
3311.806-01	06/07/2016	806Kearns Garden & Hardware Supplies	Play Sand x 5 Scoops-not previous paymen	\$215.95
3311.8122-01	06/07/2016	8122Joanna Gwynn	Refund for interior design course	\$80.00
3311.8123-01	06/07/2016	8123Chelsea Thanner	Refund membership due to relocation	\$309.00
3311.8124-01	06/07/2016	8124Roscoe Thanner	Refund of membership due to relocation	\$284.00
3311.8126-01	06/07/2016	8126Sangakkara Mudiyanseleage Dulmanthi	Refund bond-Hall hire 26/06/2016	\$1,000.00
3311.8127-01	06/07/2016	8127Renee Chapple	Financial Assistance - Makayla Chapple	\$175.00
3311.8128-01	06/07/2016	8128Henry Ponio Vasquez	C/over subsidy rebate-L70 Vermont Grove,	\$1,792.00
3311.8129-01	06/07/2016	8129Just Kids Speech Pathology	Speech Therapy Workshop	\$660.00
3311.8130-01	06/07/2016	8130Armana Holdings Pty Ltd	Refund maintenance bond	\$10,164.17
3311.8131-01	06/07/2016	8131Aaron Leigh McClennan	Drivers Licence Reimbursement	\$41.80
3311.8132-01	06/07/2016	8132Naomi Maher	Refund of Gym Membership	\$126.40
3311.8140-01	06/07/2016	8140Kirstie Camilla Sturrock	C/over subsidy rebate-L468 Goldfields Lp	\$504.00
3311.8141-01	06/07/2016	8141Stephanie Jade Hardinge	C/over subsidy rebate-L905 Bindarri Grov	\$336.00
3311.8142-01	06/07/2016	8142Jeffrey Nicholas	C/over subsidy rebate-L895Cascade Rd,WAN	\$504.00
3311.8143-01	06/07/2016	8143Katie Elizabeth Frampton	C/over subsidy rebate-L1137 Bellingham P	\$336.00
3311.8144-01	06/07/2016	8144Amy Chen	C/over subsidy rebate-L35 Obsidian Way,W	\$504.00
3311.8145-01	06/07/2016	8145Jith Jacob Saju	C/over subsidy rebate-L347 Twilight St,W	\$504.00
3311.8147-01	06/07/2016	8147Mary Papachristos	C/over subsidry rebate-L238 Indigo Bend,	\$336.00
3311.8148-01	06/07/2016	8148Lauren Anne Moore	C/over subsidry rebate-L250 Brantwood Tu	\$336.00
3311.8149-01	06/07/2016	8149Helga Schaefer	C/ove subsidy rebate-27 Budden Way, MEDI	\$720.00
3311.8150-01	06/07/2016	8150Amanda Caroline Westerside	C/over subsidy rebate-L947 Littabella Av	\$336.00
3311.8151-01	06/07/2016	8151Lian-Marie Spirto	C/over subsidy rebate-L338 Solaris St,WE	\$504.00
3311.8152-01	06/07/2016	8152Sian Rhiannon Bennett	C/over subsidy rebate-L953 Ryhill Crs,WE	\$504.00
3311.8153-01	06/07/2016	8153Harprit Singh	C/over subsidy rebate-L508 quartz Ave,WE	\$336.00
3311.833-01	06/07/2016	833Kwinana District Tennis Club Inc	Hire fees - May and June 2016	\$92.00
3311.867-01	06/07/2016	867Lamp Replacements	Senior Citizens - Osram Tube	\$185.74
3311.959-01	06/07/2016	959McLeods Barristers & Solicitors	Food Act Prosecution - Ref: Matter -Chic	\$3,476.39
3312.565-01	06/07/2016	565Bright Futures Family Day Care - Pa	FDC payroll 20/06/16-03/07/16	\$91,354.96
3312.568-01	06/07/2016	568Bright Futures In Home Care - Payro	IHC payroll 20/06/16-03/07/16	\$56,156.28
3313.1491-01	08/07/2016	1491Works Social Club	Payroll Deduction	\$240.00
3313.151-01	08/07/2016	151Australian Services Union	Payroll Deduction	\$691.86
3313.2853-01	08/07/2016	2853Maxxia Pty Ltd	Payroll Deduction	\$6,639.78
3313.3376-01	08/07/2016	3376Health Insurance Fund of WA (HIF)	Payroll Deduction	\$1,940.40
3313.3719-01	08/07/2016	3719Town of Kwinana - Xmas fund	Payroll Deduction	\$6,810.00
3313.487-01	08/07/2016	487Child Support Agency	Payroll Deduction	\$2,683.44
3313.892-01	08/07/2016	892LGRCEU	Payroll Deduction	\$959.40
3314.153-01	11/07/2016	153Australian Taxation Office	Taxation	\$192,731.00
3315.568-01	11/07/2016	568Bright Futures In Home Care - Payro	IHC payroll 4/7/16-17/7/16 File 1	\$1,117.13
3316.1079-01	13/07/2016	1079Parmelia Delivery Round	Newspapers to 9/7/16	\$46.00
3316.1276-01	13/07/2016	1276Satellite Security Services	Reset "break glass" door release for the	\$120.00
3316.134-01	13/07/2016	134Australia Post	Commission period ending 300616	\$219.58
3316.1343-01	13/07/2016	1343Southern Metropolitan Regional Coun	MRF Gate Fees June 2016	\$24,059.27
3316.1423-01	13/07/2016	1423Telstra	Usage to 28/6/2016 - Internet and Data	\$2,800.81
3316.1589-01	13/07/2016	1589Waste Stream Management Pty Ltd	Waste stream - disposal - Class 1	\$33.00
3316.1652-01	13/07/2016	1652Woolworths Ltd	Depot morning tea supplies	\$690.33
3316.1669-01	13/07/2016	1669Zipform Pty Ltd	Printing of the Firebreaks leaflet (x16,	\$699.05
3316.1826-01	13/07/2016	1826Arteil	1 x Gryphon MK1, Sliding seat, High bac	\$3,584.90
3316.1856-01	13/07/2016	1856Cornerstone Legal	Licence Contribution Agreement	\$2,142.10
3316.2125-01	13/07/2016	2125Synergy	Usage to 270616 445U Car Park Lighting	\$118,552.00
3316.2224-01	13/07/2016	2224Prestige Catering & Event Hire	Catering 300616 Dinner	\$683.80
3316.248-01	13/07/2016	248Bunnings Building Supplies	Supplies for John Wellard Community Cent	\$141.71
3316.2659-01	13/07/2016	2659Department of Health	Licence 5807 renewal-David Riley Pest M	\$160.00
3316.3096-01	13/07/2016	3096The Computer School . net	1 year site licence for TheComputerSchoo	\$660.00
3316.3352-01	13/07/2016	3352Hey Presto	Magic show-William Bertram Ctre	\$250.00
3316.339-01	13/07/2016	339Civica Pty Ltd	OnlineApps Implementation - Payment 2 of	\$11,616.00
3316.3391-01	13/07/2016	3391Ventura Homes Pty Ltd T/A Aussie Li	Refund sec dep-L162 Mariala Way	\$1,456.00

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Creditors

Cheque No.	Chq Date	Creditor Payee	Description	Amount
3316.3607-01	13/07/2016	3607Hays Specialist Recruitment Pty Ltd	Temp staff w/e 03/07/2016 - R Dickson	\$2,319.27
3316.4245-01	13/07/2016	4245ED Property Services	BP 49 - install retaining wall in front	\$2,310.00
3316.4861-01	13/07/2016	4861Big W	Cake mixer for Bertram Community Centre	\$49.00
3316.5627-01	13/07/2016	5627Tyrecycle Pty Ltd	Tyre collection from Depot - May - Invoi	\$278.54
3316.583-01	13/07/2016	583Flexi Staff Pty Ltd	Simon Chant w/ended 02/07/16	\$3,065.64
3316.59-01	13/07/2016	59CIPS Australia Pty Ltd	Membership fee for Procurement & Supply	\$367.00
3316.6261-01	13/07/2016	6261Rebecca J Flanagan	Rhymetime and Storytime June 2016	\$800.00
3316.6370-01	13/07/2016	6370Elexacom	Check and repair of solar lights - Mulli	\$577.19
3316.6395-01	13/07/2016	6395Web for Small Business	Facilitation of Web design workshop - Be	\$99.00
3316.6678-01	13/07/2016	6678Angela Maria Jakob	Reimb of catering for Planting Day 3/7/2	\$120.00
3316.6692-01	13/07/2016	6692John Phillips Consulting	CEO Appraisal 2016	\$4,400.00
3316.6703-01	13/07/2016	6703Lucor Pty Ltd	Catering 290616 Dinner Council Forum	\$406.00
3316.6749-01	13/07/2016	6749Australia Post	Postage for period ended 30/06/16	\$3,762.34
3316.69-01	13/07/2016	69Alinta Gas	Usage to 200616 11130U Darius Library/Re	\$11,934.35
3316.7042-01	13/07/2016	7042Quantum Building Services	Removal and replace asbestos roof Rotary	\$48,221.09
3316.7151-01	13/07/2016	7151AMNS Designs	Facilitation of Bertram programs May/Jun	\$540.00
3316.7191-01	13/07/2016	7191Shannon Maree Laing	Financial Assistance Tiana Laing	\$175.00
3316.7833-01	13/07/2016	7833Kwinana Veterinary Hospital Pty Ltd	25 x large animal bags	\$334.00
3316.7937-01	13/07/2016	7937Kerb Direct Kerbing Pty Ltd	Kerb laying - Harlow Road 31/5/16	\$725.72
3316.8055-01	13/07/2016	8055The Green Barista Coffee	Catering for Community Planting Sunday 1	\$120.00
3316.8062-01	13/07/2016	8062Moncrieff Technology Solutions Pty	Webroot SecureAnywhere Business Endpoint	\$5,868.72
3316.8155-01	13/07/2016	8155Anthony De Rosa	Reimbursement of Drivers Licence-1 year	\$26.40
3316.8157-01	13/07/2016	8157Anytime Fitness Kwinana	Silversport Gym membership - Patricia Pi	\$200.00
3316.8158-01	13/07/2016	8158Ruban Mathanaruban	Refund bond-Hall hire 2/7/2016	\$1,000.00
3316.8160-01	13/07/2016	8160Carly Jay Hewett	C/over subsidy rebate - L892 Honeywood A	\$360.00
3316.8163-01	13/07/2016	8163Coral Ann Atkins	C/over subsidy rebate - L2091 Tiliqua Cr	\$504.00
3316.827-01	13/07/2016	827Kwinana Bowling Club Inc	Silver Sport memberships x 42	\$7,659.00
3316.959-01	13/07/2016	959McLeods Barristers & Solicitors	Food Act Prosecution-Chicken Tr Ref: Mat	\$6,593.76
3317.1002-01	20/07/2016	1002LGIS Insurance Broking	Travel insurance 2016-17 Premium	\$169,896.80
3317.1059-01	20/07/2016	1059Vodafone Messaging	Alpha Network Access fee - July 2016	\$176.00
3317.115-01	20/07/2016	115Asphalt Surfaces Pty Ltd	1 pallet of cold mix asphalt in a bag	\$508.75
3317.1186-01	20/07/2016	1186Red Dot	Wool for after school club Wellard progr	\$65.78
3317.1206-01	20/07/2016	1206Ritz Party Hire	Infrastructure Hire - NAIDOC Opening - 2	\$614.00
3317.1245-01	20/07/2016	1245Rotary Club Of Kwinana Inc.	Refund bond-Hall hire 9/7/2016	\$300.00
3317.1249-01	20/07/2016	1249Royal Life Saving Society	First Aid sign x 1	\$55.80
3317.1423-01	20/07/2016	1423Telstra	Usage to 27/6/16 - Mobile whole organisa	\$6,792.18
3317.1520-01	20/07/2016	1520Truck & Car Panel & Paint	Non Insurance claim # 1182 - KWN1983	\$1,490.37
3317.1609-01	20/07/2016	1609West Australian Newspapers Limited	Advert x 2 - 29/6/2016	\$1,285.00
3317.1652-01	20/07/2016	1652Woolworths Ltd	Catering - Documentary Serries - Naidoc	\$722.45
3317.1826-01	20/07/2016	1826Arteil	Graphon MK1 office chair	\$611.60
3317.2021-01	20/07/2016	2021Subway Kwinana	purchase of subway platter for Girls Gro	\$120.55
3317.2048-01	20/07/2016	2048Palm Lakes Gardens & Landscape Serv	Residence 23, Bright Road - Remove concr	\$625.00
3317.21-01	20/07/2016	21Accidental First Aid Supplies	First Aid Training - Jane Williamson	\$160.00
3317.2125-01	20/07/2016	2125Synergy	Usage to 060716 73237.03U Kwn Town Cer	\$40,704.35
3317.218-01	20/07/2016	218Bob Jane T-Mart	Supply and fit 2 x Tyres - 1EJT578, Alig	\$523.34
3317.2224-01	20/07/2016	2224Prestige Catering & Event Hire	Catering 11/07/16-Dinner	\$726.10
3317.2351-01	20/07/2016	2351Records and Information Management	2016-2017 Annual Membership	\$365.00
3317.2492-01	20/07/2016	2492Yakka Pty Ltd	2 X CAT453 Ladies 2 button polo shirt-A	\$696.20
3317.3031-01	20/07/2016	3031Specialised Security Shredding	GC Bin Exchange	\$20.24
3317.3084-01	20/07/2016	3084Outsource Business Support Solution	System and Reporting Support for Finance	\$1,320.00
3317.3155-01	20/07/2016	3155PFD Food Services Pty Ltd	Assorted items - Recquatic Cafe	\$540.50
3317.3357-01	20/07/2016	3357BGC Residential Pty Ltd	Refund sec dep-L723 Tyndale Turn	\$1,456.00
3317.3358-01	20/07/2016	3358Homebuyers Centre Pty Ltd	Refund sec dep-L2048 Tiliqua Cres	\$2,912.00
3317.339-01	20/07/2016	339Civica Pty Ltd	MSP Authority for August 2016	\$30,223.77
3317.3391-01	20/07/2016	3391Ventura Homes Pty Ltd T/A Aussie Li	Refund sec dep-L2 Lambeth Circle	\$5,824.00
3317.346-01	20/07/2016	346Clean Sweep	Road sweepers	\$2,283.60
3317.358-01	20/07/2016	358Coastline Mower World	Parts for mowers	\$8,682.90
3317.3607-01	20/07/2016	3607Hays Specialist Recruitment Pty Ltd	Temp staff w/e 10/7/2016 - R Dickson	\$1,855.41
3317.3877-01	20/07/2016	3877Schweppes Australia Pty Ltd	Gatorade and Coconut Water	\$502.07
3317.3916-01	20/07/2016	3916Kwinana Industries Council	School Based Trainee - C Stables-f/e 8/7	\$244.11
3317.4166-01	20/07/2016	4166Alison Dymond	Reimb of mobile phone expenses 13/4/16-1	\$100.00
3317.4279-01	20/07/2016	4279Data #3 Limited	1x Adobe Creative Cloud License (Marketi	\$272.48
3317.4627-01	20/07/2016	4627Sara Natasha Urban	Refund of interior design course	\$40.00
3317.4664-01	20/07/2016	4664AMPAC Debt Recovery (WA) Pty Ltd	City of Kwinana Legal Costs 2016/17	\$187.88
3317.4743-01	20/07/2016	4743Artcom Fabrication	City of Kwinana Entry Statement-Final pa	\$12,183.60
3317.483-01	20/07/2016	483Landgate	Extraction of Rectified Aerial Image	\$196.35
3317.4853-01	20/07/2016	4853Ashley Thomas Harding	Reimb of fence repair equipment	\$296.40
3317.4861-01	20/07/2016	4861Big W	Instax mini camera	\$103.00
3317.5427-01	20/07/2016	5427Phase 3 Landscape Construction Pty	Kwinana Industrial Area Tree Planting	\$92,925.40

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Creditors

Cheque No.	Chq Date	Creditor Payee	Description	Amount
3317.5523-01	20/07/2016	5523Yelakitj Moort Nyungar Assoc Inc	Heritage week presentation 15/5/2016	\$1,000.00
3317.5569-01	20/07/2016	5569Shaun Davey	Rates Refund	\$828.09
3317.5627-01	20/07/2016	5627Tyrecycle Pty Ltd	Tyre Collections	\$395.42
3317.583-01	20/07/2016	583Flexi Staff Pty Ltd	Temp staff w/e 9/7/2016 - Simon Chant	\$3,143.35
3317.6067-01	20/07/2016	6067Relationships Australia (WA)	Catering of Nightfields event - NAIDOC 2	\$898.77
3317.6106-01	20/07/2016	6106Rebecca Reddick	Last Session Pin It Made it Term 2 2016	\$180.00
3317.6319-01	20/07/2016	6319Meagan Sandra Hodgson	Reimb of SHP supplies - John Wellard	\$36.93
3317.6571-01	20/07/2016	6571SPP Consulting (WA) Pty Ltd	Consultancy Services	\$11,335.00
3317.6576-01	20/07/2016	6576Kylie Ilana Jesus	Setup, Facilitator Services, Clean up K	\$225.00
3317.6703-01	20/07/2016	6703Lucor Pty Ltd	Buffet Meal 29/06/16 Dinner	\$343.00
3317.6707-01	20/07/2016	6707Labourforce Impex Personnel Pty Ltd	Glenn Snook w/e 03/07/16	\$3,723.55
3317.6745-01	20/07/2016	6745Shelford Constructions Pty Ltd	Refund sec dep-L102 Bodeman Road	\$1,456.00
3317.6883-01	20/07/2016	6883Childcare Experts	Supervision training	\$495.00
3317.6966-01	20/07/2016	6966Elisa Levinson	Refund bond-hall hire 13/4/2016	\$400.00
3317.7091-01	20/07/2016	7091Rebecca Lee Newman	Darius Wells - Writing group sessions	\$720.00
3317.7200-01	20/07/2016	7200Allyce Rosamond Paulsen	Program Assistant Term 2 2016 William Be	\$157.50
3317.7445-01	20/07/2016	7445Mustang Welding & Fabrication	6 mthly inspection - P348 Tilt trailer	\$4,882.48
3317.7503-01	20/07/2016	7503Priceless Discount Kwinana	Darius Wells - supplies for selfie booth	\$147.00
3317.7689-01	20/07/2016	7689VARIDESK	Planning Team - Varidesk	\$575.00
3317.7736-01	20/07/2016	7736Moorditj Koort Aboriginal Corporati	Refund bond-Hall hire 1/7/2016	\$2,000.00
3317.7780-01	20/07/2016	7780Moore Stephens (WA) Pty Ltd	Audit fee-Re issue Dept of Social Servic	\$1,320.00
3317.7959-01	20/07/2016	7959Engineered Water Systems	Kwinana Jetty Demolition	\$108,351.65
3317.8170-01	20/07/2016	8170Casandra Green	Refund overpayment of uniform 15/16	\$16.20
3317.8171-01	20/07/2016	8171Subrat Choudhury	Refund bond - Hall hire 10/7/2016	\$1,000.00
3317.8172-01	20/07/2016	8172Ngaru Pou Maori Cultural Group	Refund bond-hall hire 9 & 10/07/2016	\$700.00
3317.8173-01	20/07/2016	8173Patricia Laava	Refund sec dep-L450 Huntington Ave	\$1,456.00
3317.8174-01	20/07/2016	8174Michael Fogg	C/over subsidy rebate-L334 Maxfield Rd,	\$504.00
3317.822-01	20/07/2016	822Kone Elevators Pty Ltd	Mandogalup Fire Station -- Doors - Servi	\$433.42
3317.853-01	20/07/2016	853Kwinana South Bush Fire Brigade	Hazard Reduction Burn-311 Marri park Dve	\$300.00
3317.934-01	20/07/2016	934Mandogalup Volunteer Fire Brigade	DFES ESL Recoup - Apr to Jun 2016	\$3,366.43
3317.959-01	20/07/2016	959McLeods Barristers & Solicitors	Lots 457 & 694 Walgreen Crescent, CALIST	\$11,398.72
3318.2853-01	20/07/2016	2853Maxxia Pty Ltd	Being Employee Net ITC for period 1/6/16	\$7,433.12
3318.3376-01	20/07/2016	3376Health Insurance Fund of WA (HIF)	Payroll Deduction	\$1,940.40
3318.3719-01	20/07/2016	3719Town of Kwinana - Xmas fund	Payroll Deduction	\$6,750.00
3319.565-01	20/07/2016	565Bright Futures Family Day Care - Pa	FDC payroll 4/7/16-17/7/16	\$106,100.36
3319.568-01	20/07/2016	568Bright Futures In Home Care - Payro	IHC payroll 4/7/16-17/7/16	\$56,432.79
3320.270-01	21/07/2016	270Caltex Australia Petroleum Pty Ltd	Caltex Fuel Card - June 2016	\$5,336.25
3321.568-01	21/07/2016	568Bright Futures In Home Care - Payro	IHC payroll 4/7/16-17/7/16 File2	\$827.44
3322.565-01	22/07/2016	565Bright Futures Family Day Care - Pa	FDC payroll 4/7/16-17/7/16 File 2	\$2,189.04
3322.568-01	22/07/2016	568Bright Futures In Home Care - Payro	IHC payroll 4/7/16-17/7/16 File 3	\$75.73
3323.153-01	25/07/2016	153Australian Taxation Office	Taxation	\$178,428.00
3324.1023-01	27/07/2016	1023Naval Base Contractors	Trucks to cart sand from basin to Hendy	\$20,933.00
3324.1033-01	27/07/2016	1033Niifisk Pty Ltd	Recquatic - Rental for period 01/06 to 3	\$1,445.81
3324.1078-01	27/07/2016	1078Parks And Leisure Australia	2016 WA State Conference Registration, T	\$605.00
3324.1130-01	27/07/2016	1130Port Printing Works	Printing of business cards for staff - s	\$42.90
3324.1141-01	27/07/2016	1141Davidson Trahaire Corpsych	Zone Counselling Session 23 June 2016	\$13,642.75
3324.115-01	27/07/2016	115Asphalt Surfaces Pty Ltd	AC7, 0.7 tonnes #14151	\$1,369.06
3324.1186-01	27/07/2016	1186Red Dot	School Holiday Program items	\$311.25
3324.1187-01	27/07/2016	1187Red Sand Supplies Pty Ltd	Hire of semi for carting sand from strip	\$9,858.75
3324.120-01	27/07/2016	120Curtin Gallery	APU 24 - repairs to blind track	\$1,175.00
3324.1227-01	27/07/2016	1227Rockingham Holden	Service - KWN1986	\$759.00
3324.1265-01	27/07/2016	1265Sai Global Ltd	SIA Global - Purchase 2 copies of AS2124	\$108.53
3324.1276-01	27/07/2016	1276Satellite Security Services	Bertram Community Cnt-Downloading Servic	\$4,389.80
3324.1313-01	27/07/2016	1313Daimler Trucks Perth	Parts	\$1,841.53
3324.1357-01	27/07/2016	1357Sportsworld Of WA	Assorted style and sizes of goggles for	\$570.35
3324.1360-01	27/07/2016	1360Saint John Ambulance Australia (WA)	Course x 16 students - 18/6/2016	\$2,832.00
3324.1369-01	27/07/2016	1369Premier & Cabinet Department of	Gazettal of Fencing Local Law 2016	\$1,208.70
3324.1373-01	27/07/2016	1373Statewide Vehicle Hoist Service	6 MONTHLY INSPECTION 4 POST HOIST	\$110.00
3324.1393-01	27/07/2016	1393Sunny Sign Company Pty Ltd	HEYLEMORE ROAD X1	\$816.75
3324.14-01	27/07/2016	14Flick Anticimex Pty Ltd	Washroom Services June 2016	\$2,239.25
3324.1423-01	27/07/2016	1423Telstra	Usage to 13/7/2016 - Alarms at Huchthins	\$107.02
3324.1444-01	27/07/2016	1444The Good Guys	90L Freezer for Bertram Community Centre	\$430.00
3324.1456-01	27/07/2016	1456The Salvation Army	Lyrick Awards Rnd 21-Shaquille Walker	\$50.00
3324.1463-01	27/07/2016	1463Thomson Reuters (Professional)	Big Red Sky E-Recruitment Solutions 20 J	\$28,972.53
3324.1478-01	27/07/2016	1478Toolmart Australia Pty Ltd	Power Tool-New Battery 14.4V	\$198.00
3324.1481-01	27/07/2016	1481Total Eden Pty Ltd	BP - Various Retic	\$518.99
3324.1485-01	27/07/2016	1485T-Quip	Pin, screw, gease nipple	\$212.30
3324.1520-01	27/07/2016	1520Truck & Car Panel & Paint	Non Insurance claim quote # 1185 - KWN19	\$679.39
3324.1523-01	27/07/2016	1523Tudor House	x1 Aboriginal Flag for NAIDOC Day	\$145.00

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Creditors

Cheque No.	Chq Date	Creditor Payee	Description	Amount
3324.1528-01	27/07/2016	1528Twights Plumbing Pty Ltd	APU - unit 57, replace unserviceable lau	\$47,997.36
3324.1536-01	27/07/2016	1536Ulverscroft Large Print Books	MP3 titles	\$388.95
3324.1561-01	27/07/2016	1561WA Limestone Co	Limestone rock for track closures - deli	\$7,510.84
3324.1571-01	27/07/2016	1571WA Library Supplies	1 X #7049 mobile TV stand on wheels, Fre	\$5,085.00
3324.1572-01	27/07/2016	1572Western Australian Local Government	Attend at WALGA Breakfast-Wendy Cooper	\$80.00
3324.1595-01	27/07/2016	1595Wattleup Tractors	4305980M91, TOP LINK ASSY CAT 2	\$400.11
3324.1614-01	27/07/2016	1614Westbooks	Children's book week notable books and W	\$260.26
3324.1635-01	27/07/2016	1635WH Locations Services Pty Ltd	Service location/ spotter for Wellard Ro	\$4,277.63
3324.1652-01	27/07/2016	1652Woolworths Ltd	Food and Supplies for Moodijt Kulungars	\$1,497.76
3324.1655-01	27/07/2016	1655Worksense Safety & Workwear Pty Ltd	6 in 1 jacket - Toby Taylor	\$355.51
3324.1665-01	27/07/2016	1665Youth Affairs Council of WA	Fairground Conference 2016 Rego for Tany	\$2,145.00
3324.1684-01	27/07/2016	1684Ergolink	Darius Wells Library & Res Cnt monitor a	\$367.30
3324.1726-01	27/07/2016	1726Kyocera Document Solutions Australi	TASKALFA 4551CI to 30/6/2016-ICT	\$3,871.93
3324.1760-01	27/07/2016	1760Hanson Construction Materials Pty L	1 cubic metre - Corner Sulphur Ro / Craw	\$1,344.20
3324.1762-01	27/07/2016	1762Officeworks BusinessDirect	School Holiday Program items	\$552.92
3324.1787-01	27/07/2016	1787J Design Graphic Designers	Graphic Design work for Local History co	\$572.00
3324.1814-01	27/07/2016	1814P Rond & Co	SDS Pump Node station 49	\$147,544.55
3324.1826-01	27/07/2016	1826Arteil	Apollo Highback Exec Chair - J Curtis	\$5,536.30
3324.1830-01	27/07/2016	1830Biffa Bins	APU - Skip bin hire	\$300.00
3324.1849-01	27/07/2016	1849Environmental Health Association	For the payment of four New FoodSafe pac	\$2,000.00
3324.188-01	27/07/2016	188Beaurepaires Tyres Kwinana	Tyres, fittings and balance - 1AUF291	\$4,914.05
3324.1900-01	27/07/2016	1900Mercury Firesafety Pty Ltd	Strip , clean and repack Striker monitor	\$559.90
3324.19-01	27/07/2016	19Absolute Painting Services	Callistemon Court - APU 21: Touch up ar	\$891.00
3324.1937-01	27/07/2016	1937Coles Myer Ltd - Gift Card Accounti	Purchase of Gift Vouchers	\$3,384.85
3324.194-01	27/07/2016	194Benara Nurseries	BP Clubhouse - Various plants	\$733.11
3324.1983-01	27/07/2016	1983Conservation Volunteers Australia	Volunteers Coastcare Planting Day-18/6/2	\$825.00
3324.2012-01	27/07/2016	2012Deli Australia Pty Ltd	VMWARE VSPHERE 6 STANDARD FOR1 P	\$31,034.81
3324.2097-01	27/07/2016	2097Beaver Tree Services Aust Pty Ltd	Tree pruning - 4 Tyndale Turn	\$91,968.84
3324.2115-01	27/07/2016	2115Asbestos Masters WA	Remove asbestos from Hope Valley Rd & Ab	\$1,661.00
3324.2125-01	27/07/2016	2125Synergy	Usage to 6/07/16 97221.36U - Recquatic	\$29,038.95
3324.218-01	27/07/2016	218Bob Jane T-Mart	Puncture repair and wheel balance	\$2,855.89
3324.2224-01	27/07/2016	2224Prestige Catering & Event Hire	Catering - 20/7/2016	\$4,376.70
3324.2247-01	27/07/2016	2247Rankine Mosquito Management	Mosquito monitoring for May 2016 - June	\$2,029.50
3324.226-01	27/07/2016	226Bouvard Earthmoving	Truck and Dog Hire Challenger/Bertram	\$22,228.80
3324.2274-01	27/07/2016	2274Sebel Furniture Ltd	Paustian Round Table 600mm Diam x 450 H,	\$2,482.70
3324.228-01	27/07/2016	228Boya Equipment	Filters and O rings	\$373.66
3324.2321-01	27/07/2016	2321Civic Legal	Lifting Caveat for Refinancing - Lot 47	\$1,949.06
3324.2339-01	27/07/2016	2339Totally Confidential Records Manage	Storage, retrieval and associated costs	\$528.85
3324.2380-01	27/07/2016	2380Kleenit Pty Ltd	Steam cleaning of paths at Sandringham P	\$2,640.00
3324.2410-01	27/07/2016	2410ABCO Products	Cleaning items - D/Wells Library and Res	\$3,579.68
3324.2429-01	27/07/2016	2429Forestvale Trees	Eucalyptus sideroxylon Iron Bark 90Lt, C	\$792.00
3324.2460-01	27/07/2016	2460Allcom Communications	Travel to Depot, Check out reversing Cam	\$252.45
3324.2463-01	27/07/2016	2463Battery World	BP - Purchase of smoke alarm batteries	\$100.00
3324.248-01	27/07/2016	248Bunnings Building Supplies	Wood for Pin It made it program.	\$5,140.89
3324.2507-01	27/07/2016	2507Ixom Operations Pty Ltd	Service Fee- Chlorine cylinders-Recquati	\$1,070.54
3324.2510-01	27/07/2016	2510Technology One Limited	6 Days of Consultancy from DMS	\$10,296.00
3324.2546-01	27/07/2016	2546Sigma Chemicals	4 x 2L distilled water 4 x 20L Sodium	\$332.14
3324.2646-01	27/07/2016	2646Neverfail Springwater	Spring water 4 new bottles-Youth Zone	\$40.73
3324.2652-01	27/07/2016	2652Modern Teaching Aids Pty Ltd	Darius Wells - art and craft supplies an	\$9,833.79
3324.2660-01	27/07/2016	2660PlayRight Australia Pty Ltd	Millbrook Park - Slide spare parts, slid	\$335.50
3324.2665-01	27/07/2016	2665Acromat - CMO Trading Pty Ltd	2 x pair badminton/mini volleyball posts	\$1,180.30
3324.2669-01	27/07/2016	2669Auto One Kwinana	Supply 2 x 2015 Perth Street Directory,	\$245.00
3324.2674-01	27/07/2016	2674Fire & Safety WA	Deto Stop Explosion Proof Metal 5lt Jerr	\$435.16
3324.2698-01	27/07/2016	2698Wilson Security Pty Ltd	APU Mobile Security Patrols June 2016	\$1,684.03
3324.2744-01	27/07/2016	2744Regen4 Environmental Services	Specialised plants for Coastcare plantin	\$3,267.00
3324.2807-01	27/07/2016	2807PLE Computers Pty Ltd	2x Alogic 1.5m LCLC 10G Multi Mode (LCLC	\$70.00
3324.2817-01	27/07/2016	2817Medina Aboriginal Cultural Centre	NAIDOC 2016: Cultural tour& infrastructu	\$4,840.00
3324.2852-01	27/07/2016	2852Downer EDI Works Pty Ltd	Inglis Court, Road Surfacing - (AC10mm	\$6,773.80
3324.29-01	27/07/2016	29Acurix Networks Pty Ltd	Tripod mounted unit for extending Chambe	\$550.00
3324.2903-01	27/07/2016	2903Insight Call Centre Services	Call Monitoring - May 2016 - Number of C	\$1,926.21
3324.2960-01	27/07/2016	2960Australian Plant Wholesalers	Supply of Forestry tubes for planting pr	\$1,375.00
3324.2979-01	27/07/2016	2979Moloney Asset Management Systems	Financial Modelling - Renewal Gap Module	\$440.00
3324.3-01	27/07/2016	3A Class Displays	Darius Wells - reusable signs for Chisha	\$939.40
3324.302-01	27/07/2016	302Chadson Engineering	10 x DPD1 Pool Test Tablets 2 x Calc1 P	\$219.45
3324.3069-01	27/07/2016	3069Sandrehlyn Trust t/a Sifting Sands	Sand Cleaning at Playgrounds - Various	\$10,819.95
3324.3105-01	27/07/2016	3105Poly Pipe Traders	Rainbird valve box only x 10	\$8,533.30
3324.3106-01	27/07/2016	3106Lochness Pty Ltd	Mowing Maintenance Rockingham/Patterson	\$18,136.54
3324.313-01	27/07/2016	313Children's Book Council Of Australi	Children's Book council of WA merchandis	\$141.00
3324.3152-01	27/07/2016	3152Charles Service Company	Cleaning Services June 2016	\$56,292.89

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Creditors

Cheque No.	Chq Date	Creditor	Payee	Description	Amount
3324.3206-01	27/07/2016	3206	Datanet Pty Ltd	3x Panasonic FZ-G1 Screen Protector, 3x	\$13,270.39
3324.3212-01	27/07/2016	3212	Marketforce Pty Ltd	Seek Advertising for Local History Libra	\$6,317.47
3324.3224-01	27/07/2016	3224	Retech Rubber	Maldon Park - Repair 3 holes in soft fal	\$357.50
3324.3293-01	27/07/2016	3293	Signaltech	APU - units 72-74, investigate TV rece	\$297.00
3324.3312-01	27/07/2016	3312	Daniels Printing Craftsmen	Recquatic Term3 newsletter printing A5 1	\$4,533.10
3324.3320-01	27/07/2016	3320	Arbor Logic	Arborist report & Assessment - Single Tr	\$632.50
3324.335-01	27/07/2016	335	City of Rockingham	Tip fees to 30/06/2016	\$187,643.55
3324.3358-01	27/07/2016	3358	Homebuyers Centre Pty Ltd	Refund sec dep-L32 Ipswich Street	\$1,456.00
3324.3365-01	27/07/2016	3365	The Entertainment Bank Pty Ltd	Darius Wells - face painter for 3rd birt	\$330.00
3324.3391-01	27/07/2016	3391	Ventura Homes Pty Ltd T/A Aussie Li	Refund sec dep-L105 Mornington Crescent	\$1,456.00
3324.3450-01	27/07/2016	3450	West Coast Shade	Remove shade sails and store at Depot fo	\$4,477.00
3324.3452-01	27/07/2016	3452	WA Recycling Service	Green Waste Verge Collection	\$594.87
3324.346-01	27/07/2016	346	Clean Sweep	Road Sweeping -Large sweeper Inglis Crt	\$16,450.50
3324.347-01	27/07/2016	347	Cleanaway Pty Ltd	Customer Service Centre - Waste, New was	\$150,942.18
3324.357-01	27/07/2016	357	BullAnt Security Pty	Depot - Cutting of 6 x key blanks to sui	\$663.84
3324.3580-01	27/07/2016	3580	HECS Fire	Admin Centre- Monthly Fire Alarm Testing	\$4,668.40
3324.358-01	27/07/2016	358	Coastline Mower World	BCP4168131 - Chute, Deflector Rubber FI	\$4,025.15
3324.3596-01	27/07/2016	3596	Elan Media Partners	Purchase 18 DVD titles as selected from	\$747.37
3324.3601-01	27/07/2016	3601	Family Day Care Australia	Membership subscription 1.8.16 - 31.7.17	\$159.90
3324.3607-01	27/07/2016	3607	Hays Specialist Recruitment Pty Ltd	R Dickson w/e 17/07/16	\$1,855.41
3324.3608-01	27/07/2016	3608	Foreshore Rehabilitation & Landscap	Sloan's Reserve- Remove & Replace Fences	\$110,920.70
3324.3642-01	27/07/2016	3642	Hodge Collard Preston Pty Ltd	Existing Building Alterations (Adminstr	\$5,489.00
3324.3677-01	27/07/2016	3677	TC Precast Pty Ltd	1050 Manhole cover	\$623.70
3324.3686-01	27/07/2016	3686	KAJ Installations & Services	APU - Re-program remotes to new garage b	\$3,746.00
3324.3688-01	27/07/2016	3688	BPA Engineering Civil & Structural	Thomas Rd - concept plans and constructi	\$35,618.00
3324.3755-01	27/07/2016	3755	Dowsing Concrete	Supply & Lay Concrete footpath - Lee Rd/	\$162,306.27
3324.3804-01	27/07/2016	3804	Manfred Surveys	Full Feature Survey of Duckpond Road as	\$2,475.00
3324.3805-01	27/07/2016	3805	Officeworks Superstores Pty Ltd	Darius Wells Library-Trolley Cart & knee	\$457.93
3324.3834-01	27/07/2016	3834	Pegi Williams BookShop	Stock take replacement book order childr	\$556.90
3324.3863-01	27/07/2016	3863	Chamber Of Commerce & Industry	EBA project - City of Kwinana	\$1,694.00
3324.3900-01	27/07/2016	3900	Rockingham Books	Assorted titles - Library	\$341.88
3324.3919-01	27/07/2016	3919	Playmaster Pty Ltd	Install playground unit - Casuarina Hall	\$71,500.00
3324.3977-01	27/07/2016	3977	MRP Osborne Park-General Pest/Termi	General Pest/Termite Division 4307	\$295.00
3324.3991-01	27/07/2016	3991	Hitachi Construction Machinery Aust	4279429, Tank: Water, Air Freight	\$148.21
3324.4002-01	27/07/2016	4002	Savage Surveying	Feature surveys at 17 sites	\$9,067.30
3324.4003-01	27/07/2016	4003	Infiniti Group	Cartons of paper towel (B18BR)	\$406.56
3324.4031-01	27/07/2016	4031	Floorex Products	Bearing assembly	\$395.89
3324.4032-01	27/07/2016	4032	Brikmakers	Cromer Gardens Reconstruction	\$8,331.38
3324.407-01	27/07/2016	407	Staples Australia	Carl Replacemnt Straight Cutter K-28 Pk2	\$3,894.42
3324.4106-01	27/07/2016	4106	Kennards Hire Rockingham - Generato	Submersible pump hire	\$396.20
3324.4112-01	27/07/2016	4112	Cleverpatch Pty Ltd	Supplies for Community book	\$822.93
3324.412-01	27/07/2016	412	Courier Australia	Fire & Safety-Courier Charges	\$146.86
3324.4123-01	27/07/2016	4123	AssetVal Pty Ltd	Valuation services for Council's Plant &	\$18,885.24
3324.4125-01	27/07/2016	4125	LD Total	Emerald Park Streetscapes-Infill plantin	\$91,932.58
3324.413-01	27/07/2016	413	Covs Parts Pty Ltd	Fuel filters	\$4,935.57
3324.4233-01	27/07/2016	4233	Wavesound Pty Ltd	Audio books for children's collection	\$3,501.30
3324.4245-01	27/07/2016	4245	ED Property Services	BP - Install 3 vehicle stop in parking b	\$550.00
3324.4256-01	27/07/2016	4256	Rockingham Skylights	APU61 - install new skylight to dining r	\$800.00
3324.435-01	27/07/2016	435	Custom Built Saunas	2016 Steam Room Service and repairs Ori	\$935.00
3324.4387-01	27/07/2016	4387	Kott Gunning	Legal fees - CPD Group	\$865.81
3324.4413-01	27/07/2016	4413	Cranetech Australia Pty Ltd	PL153, KWN1667 - Annual Inspection & Ser	\$780.45
3324.4422-01	27/07/2016	4422	Octagon - BKG Lifts	The Zone - Quarterly maintenance - Passe	\$622.60
3324.4453-01	27/07/2016	4453	Carringtons WA	Challenger Ave - between Warner Road & B	\$40,601.23
3324.4477-01	27/07/2016	4477	Trophy Express	Trophy for quiz night with engraving	\$866.60
3324.4551-01	27/07/2016	4551	Jaycar Pty Ltd	2 x SF2245 power isolator switch @ 17.95	\$179.70
3324.457-01	27/07/2016	457	Porter Consulting Engineers	Bertram Road Development Contribution Co	\$8,327.00
3324.4661-01	27/07/2016	4661	EnviroLab Services (WA) Pty Ltd	TRH, BTEX, 8 Metals, OCP+OPP+PCB - Aro	\$3,003.00
3324.4719-01	27/07/2016	4719	Complete Office Supplies Pty Ltd	June stationery order - Recquatic	\$4,652.90
3324.4743-01	27/07/2016	4743	Artcom Fabrication	Supply of arts materials for Skottowe Pa	\$4,110.70
3324.4749-01	27/07/2016	4749	Greensense Pty Ltd	Recquatic Logger solution 1st instalment	\$5,126.00
3324.475-01	27/07/2016	475	Transport Department of	Vehicle Search Fees May 16-9 successful	\$30.15
3324.4755-01	27/07/2016	4755	University Co-operative Bookshop Lt	Please supply twelve titles as selection	\$492.55
3324.4763-01	27/07/2016	4763	Bengineering Transport Equipment Pt	ACTUATOR, TRAY DROPSIDE 12V AS PER	\$330.00
3324.4790-01	27/07/2016	4790	Spotlight Pty Ltd	LyriK Workshop - Purchase of items	\$290.90
3324.483-01	27/07/2016	483	Landgate	Valuation Rolls-Minimum charge MIning Te	\$11,337.71
3324.4861-01	27/07/2016	4861	Big W	LONG SLEEVE SHIRTS JUGS BUCKETS/E	\$1,759.53
3324.4918-01	27/07/2016	4918	Fairfax Digital Australia & NZ Pty	TenderLink - Tender 608KWN16 - Provisio	\$770.00
3324.499-01	27/07/2016	499	Direct Trades Supply Pty Ltd	3 x rabbit netting (RN900100) @ 226.36 e	\$2,718.50
3324.4995-01	27/07/2016	4995	LGISWA	Crime Policy Premium 2016-2017	\$444,623.11

Warrant Listing



Warrants between
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Program - ci_ap001 1/08/2016 11:02:54AM
Minimum Amount: **\$0.00**

Creditors

Cheque No.	Chq Date	Creditor Payee	Description	Amount
3324.5128-01	27/07/2016	5128M P Rogers & Associates Pty Ltd	Feasibility Study-Kwinana Coastal Infra	\$22,265.76
3324.513-01	27/07/2016	513Draeger Safety Pacific Pty Ltd	SCBA Backing Plates and Face Masks	\$3,304.40
3324.5179-01	27/07/2016	5179Safemaster Safety Products	Fiona Harris Pavillion - Routine mainten	\$6,168.80
3324.52-01	27/07/2016	52Agrizzi Farm Machinery	COMPLETE CUTTER BAR SA 72, BLADE	\$842.00
3324.5229-01	27/07/2016	5229Urban Landscaping	2 off 100Ltre Container Size Trees as Ap	\$1,283.02
3324.5247-01	27/07/2016	5247Abraham Pattiselanno	Reimb of various items for excursions/co	\$187.18
3324.5254-01	27/07/2016	5254Bam Creative Pty Ltd	Website hosting July 16 to July 2017	\$449.00
3324.5259-01	27/07/2016	5259Buswest	Two Excursions one on 5/7/16 & second on	\$891.00
3324.5342-01	27/07/2016	5342Bunnings Building Supplies	3 x kinchrome tool bag hi viz I/N I/N: 5	\$425.45
3324.538-01	27/07/2016	538Educational Experience Pty Ltd	Scarves for Rhymetime, games for Toy Lib	\$517.55
3324.5389-01	27/07/2016	5389Shaw Grading & Contracting Pty Ltd	Hire grader with operator 2 days, Hire g	\$10,494.00
3324.544-01	27/07/2016	544Environmental Industries Pty Ltd	Kwinana Industrial Landscaping Works	\$554,711.10
3324.5452-01	27/07/2016	5452Parker Black & Forrest Pty Ltd	Darius Wells Library & Res Cnt-Toilet R	\$477.40
3324.5520-01	27/07/2016	5520Master Lock Service	Rekey BBQ lock	\$940.00
3324.5523-01	27/07/2016	5523Yelakitj Moort Nyungar Assoc Inc	NAIDOC 2016: Welcome to Country Ceremor	\$1,200.00
3324.5529-01	27/07/2016	5529Rhys Blake Heron	Reimbursement of Study Fees - Bachelor C	\$2,349.00
3324.5567-01	27/07/2016	5567Surf Life Saving Western Australia	Home Lifesaver Training for the Library	\$380.00
3324.560-01	27/07/2016	560Goodchild Enterprises	Battery - N120-S4	\$1,123.10
3324.5619-01	27/07/2016	5619Rynat Industries	3 x Horizontal Baby Changing Station - G	\$1,623.60
3324.5627-01	27/07/2016	5627Tyrecycle Pty Ltd	Collection of illegally dumped tyresx 7	\$34.13
3324.5646-01	27/07/2016	5646Bent Logic	2000 Membership cards for Kwinana Recqua	\$792.00
3324.5678-01	27/07/2016	5678Josephine's Edutainment	Third Birthday celebration - visiting pr	\$450.00
3324.5743-01	27/07/2016	5743Programmed Maintenance Services Ltd	Banksia Park Retirement Estate Garden &	\$9,245.61
3324.5750-01	27/07/2016	5750Kev's Wheelie Kleen	CLEANING OF 9 WHEELIE BINS	\$886.00
3324.5823-01	27/07/2016	5823Accord Security Pty Ltd	Accord Guard to double up with City Assi	\$3,260.40
3324.583-01	27/07/2016	583Flexi Staff Pty Ltd	Bryce Law w/e 17/07/16	\$3,147.56
3324.5882-01	27/07/2016	5882Promotions Only	Darius Wells - promotional products and	\$4,533.10
3324.5913-01	27/07/2016	5913Clark Rubber Rockingham	160 x black plastic chair tips 19mm	\$176.00
3324.5919-01	27/07/2016	5919Advanced Pet Care of Australia Pty	3 bags of 20 Kg Variety Shapes Dog Food	\$61.05
3324.5957-01	27/07/2016	5957Supersealing Pty Ltd	Crack Sealing to various roads as per qu	\$9,438.00
3324.598-01	27/07/2016	598Forpark Pty Ltd	Robbins Retreat Playground - Rope Net Cl	\$4,821.30
3324.5997-01	27/07/2016	5997Evolution Sports Imports Pty Ltd	Futsal mimas balls	\$560.00
3324.6000-01	27/07/2016	6000Scott Printers Pty Ltd	Library's 60th Birthday Bookmarks - x2,0	\$9,548.00
3324.60-01	27/07/2016	60Air Liquide	MEDICAL OXYGEN CYLINDER FEES	\$156.38
3324.6018-01	27/07/2016	6018ALSCO Pty Ltd	Table linen hire for the month of June 2	\$254.94
3324.6050-01	27/07/2016	6050HiTech Sports Pty Ltd	30% deposit on order of backboards and b	\$35,000.00
3324.6063-01	27/07/2016	6063Forth Consulting Pty Ltd	Structural Engineering Design Services -	\$1,595.00
3324.6091-01	27/07/2016	6091Kilo Holdings Pty Ltd	Desktop planters	\$110.00
3324.6107-01	27/07/2016	6107Vivid Promotions	355 calico library bags featuring the Kw	\$1,000.00
3324.6110-01	27/07/2016	6110Castrol Lubricants	5W-40 OIL MAGNA, DIESEL OIL 15W/, GRE	\$2,331.48
3324.614-01	27/07/2016	614Fridgair Industries	Medina Hall - Repair leaking Kitchen Fri	\$287.38
3324.6180-01	27/07/2016	6180High Pressure Water Technology	Footpath pressure cleaning Recquatic Cen	\$550.00
3324.6258-01	27/07/2016	6258Ceiling Manufacturers of Australia	Darius wells 4 boxes of ceiling tiles	\$1,386.00
3324.6332-01	27/07/2016	6332Drainflow Services Pty Ltd	Gully educating 2 days - starting 13/06/1	\$4,303.20
3324.6336-01	27/07/2016	6336Print and Design Online Pty Ltd	IOG map update for website	\$110.00
3324.634-01	27/07/2016	634Geodetic Supply & Repair	Calibration Stanley Fatmax, geo fennel,	\$610.50
3324.6370-01	27/07/2016	6370Elexacom	Incubator-RCD Testing & Repair	\$72,010.63
3324.6371-01	27/07/2016	6371KDAire Mechanical Services Pty Ltd	May Maintenance - Leda Hall	\$35,924.96
3324.6377-01	27/07/2016	6377The Glow Studio	Harry McGuigan Park Upgrade: Interpretiv	\$545.60
3324.638-01	27/07/2016	638GHD Consultant Engineers	Contaminated Sites Strategic Management	\$52,839.60
3324.6383-01	27/07/2016	6383Alicia Jane McKenzie	Reimb of Internet	\$79.90
3324.6543-01	27/07/2016	6543OEM Sales & Service	Replacement 10m hose Wrapped in spiral g	\$315.70
3324.6552-01	27/07/2016	6552Aaron Archibald Smyth	Balloon Artist Balloon Creations for the	\$900.00
3324.6567-01	27/07/2016	6567Poolegrave Signs	Recquatic - toilet signage & additional	\$2,997.50
3324.6615-01	27/07/2016	6615Andre Georgieff	NAIDOC 2016 Technical support artwork i	\$300.00
3324.662-01	27/07/2016	662Green Skills Inc / Ecojobs	Supply 5525 tubestock and install 3120 t	\$23,011.62
3324.6625-01	27/07/2016	6625Dera Sacha Sauda Australia Limited	Catering for Coastcare event - 19/06/201	\$800.00
3324.6639-01	27/07/2016	6639Multispares Ltd	ALL PARTS AS PER QUOTE: PKB177367	\$1,756.25
3324.664-01	27/07/2016	664Greenway Enterprises	Corona Yard Broom	\$5,875.86
3324.6666-01	27/07/2016	6666Christine Dianne Frost	Travel Assistance - Snrs TenPin Bowling	\$175.00
3324.6700-01	27/07/2016	6700Sprayking WA Pty Ltd	June- Chemical weed control of Hardstand	\$12,155.64
3324.6707-01	27/07/2016	6707Labourforce Impex Personnel Pty Ltd	Glen Snook w/e 17/07/2016	\$1,555.57
3324.6743-01	27/07/2016	6743Josh Byrne & Associates	Calista Adventure Park-Work compelled to	\$10,085.45
3324.684-01	27/07/2016	684Hart Sport	Bean bag scarf set	\$2,252.60
3324.6841-01	27/07/2016	6841Photo Booth Rentals WA	Photobooth in the Library for the 3rd Bi	\$1,200.00
3324.6860-01	27/07/2016	6860Advance Scanning Services	Service Locating at Sloan Reserve Cottag	\$2,863.30
3324.694-01	27/07/2016	694Heatley Sales Pty Ltd	Mathew Polglaze - replacement boots - 31	\$504.80
3324.7-01	27/07/2016	7AAA Windscreens & Tinting	Supply & Fit new cargo rear left window	\$1,394.50
3324.7042-01	27/07/2016	7042Quantum Building Services	Installation of bird boarding	\$2,436.50

Warrant Listing

 Warrants between
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 Program - ci_ap001 1/08/2016 11:02:54AM
 Minimum Amount: \$0.00

Creditors

Cheque No.	Chq Date	Creditor Payee	Description	Amount
3324.7155-01	27/07/2016	7155Rockface Indoor Climbing	Excursion to Rockface on 5 July 2016. Ex	\$825.00
3324.7164-01	27/07/2016	7164Anser Technical	Moombaki Rd extension	\$330.00
3324.7168-01	27/07/2016	7168Exit Waste	Youth Zone-Clean Greasetraps	\$1,787.50
3324.7182-01	27/07/2016	7182De Grey Civil Pty Ltd	Chester Court - Kerb base and minor wide	\$23,867.36
3324.7190-01	27/07/2016	7190Savvy Earthmoving	Kerb and parking bay backfill Harlow Roa	\$800.00
3324.720-01	27/07/2016	720Hydramet Pty Ltd	Major service of Chlorine Gas equipment	\$5,699.45
3324.7254-01	27/07/2016	7254Austral Pool Solutions	Hazchem spill kit	\$479.29
3324.7353-01	27/07/2016	7353Endeavour Primary School	Bus hire for the Port Kennedy Coastcare	\$209.00
3324.7366-01	27/07/2016	7366REDIMED Pty Ltd	Pre employment medical	\$3,498.00
3324.7368-01	27/07/2016	7368Eosh Consulting Pty Ltd	Asbestos inspection and add to Register	\$4,163.50
3324.7369-01	27/07/2016	7369Specialised Tree Lopping	BP - near side of villa 7 - remove and s	\$3,685.00
3324.738-01	27/07/2016	738OCLC (UK) Ltd	Amlib Training-Stocktake September	\$440.00
3324.7404-01	27/07/2016	7404David Eugene Doyle	Rates refund - Assesment #2352	\$255.78
3324.7405-01	27/07/2016	7405All Civils WA Pty Ltd	Adjust drainage lids Casserley Way	\$6,630.49
3324.7436-01	27/07/2016	7436Action Glass Pty Ltd	Fiona Harris Pav-Repair Broken glass win	\$1,182.72
3324.7445-01	27/07/2016	7445Mustang Welding & Fabrication	6 monthly inspection - 1TLL524	\$1,996.50
3324.746-01	27/07/2016	746Institute Of Public Works Engineeri	IPWEA Master Class: Resource Recovery an	\$1,980.00
3324.7489-01	27/07/2016	7489City Subaru	29/6/16, SERVICE TO SUBARU FORRESTE	\$299.95
3324.7551-01	27/07/2016	7551Vanessa Liebenberg	Skottowe Park Upgrade 2016: Payment 4	\$1,000.00
3324.7586-01	27/07/2016	7586Critters Up close	Darius Wells - entertainment at Birthday	\$500.01
3324.7595-01	27/07/2016	75957th Heaven Enterprises	Darius Wells - performance for live musi	\$500.00
3324.7605-01	27/07/2016	7605Flying Canape	Wellard comm Cnt - SDEMC Meeting Caterin	\$466.00
3324.7611-01	27/07/2016	7611Alpha Pest Animal Solutions	Feral Animal Control at Rifle Range Rese	\$891.00
3324.762-01	27/07/2016	762Blackwood & Sons Ltd	Double Dip INTERlock	\$5,549.78
3324.7625-01	27/07/2016	7625Flex Industries Pty Ltd	CARRY OUT B SERVICE AS PER SERVICE	\$11,508.84
3324.7691-01	27/07/2016	7691Hardy Nutrition Dietary Consulting	2 x Workshops and lunch - 14/6/2016	\$226.40
3324.770-01	27/07/2016	770Jason Signmakers	Supply and delivery of bus Shelter to de	\$40,565.14
3324.7731-01	27/07/2016	7731Herring Storer Acoustics	Noise Management Plan for the COK Worksh	\$1,584.00
3324.7735-01	27/07/2016	7735Ricky Arnold and Associates	Community Wellbeing Survey - Events Disc	\$13,650.00
3324.7737-01	27/07/2016	7737Kat Morasutti	Darius Wells - chisham square games	\$420.00
3324.7748-01	27/07/2016	7748Xyanthe Lee	LyriK Award - Round 21: Performance	\$50.00
3324.7751-01	27/07/2016	7751Adtech Holdings Pty Ltd	Battery Replacement for iPhone 5C (IMEI:	\$139.00
3324.7765-01	27/07/2016	7765ArborCarbon Pty Ltd	Systemic treatment of trees within the	\$6,684.70
3324.7780-01	27/07/2016	7780Moore Stephens (WA) Pty Ltd	Interim billing in respect of the audit	\$13,200.00
3324.7791-01	27/07/2016	7791Befriend Inc	Sparking Connections Through Social Supp	\$198.00
3324.7795-01	27/07/2016	7795Progressing Priority Projects	To evaluate and provide a report on the	\$3,690.00
3324.7798-01	27/07/2016	7798All Earth Group	Moombaki Avenue Extension Progress Claim	\$107,327.33
3324.7833-01	27/07/2016	7833Kwinana Veterinary Hospital Pty Ltd	Dogs - Microchipping	\$1,002.00
3324.7836-01	27/07/2016	7836Mandy Grubb	Harry McGuigan Park Upgrade: Oral Compil	\$1,600.00
3324.7848-01	27/07/2016	7848Leith Tarrant Counsel	Framework and review of Cost schedule fo	\$1,110.00
3324.7858-01	27/07/2016	7858Datacom systems (WA) Pty Ltd	IPad Training for Elected Members	\$2,508.00
3324.7895-01	27/07/2016	7895Sainiana Naulu Temo	Darius Wells - Chisham square activation	\$297.50
3324.7896-01	27/07/2016	7896Aerometrex Pty Ltd	April MetroMap Capture (Demo) + Physical	\$7,920.00
3324.7937-01	27/07/2016	7937Kerb Direct Kerbing Pty Ltd	Install semi mountable kerb-Casserly Way	\$7,189.05
3324.7948-01	27/07/2016	7948Lynn & Brown Lawyers Pty Ltd	Lynn & Brown Lawyers - Investigation Ser	\$20,678.80
3324.7949-01	27/07/2016	7949Rivett Construction	Group fitness cross functional frame ins	\$3,625.60
3324.7960-01	27/07/2016	7960Kerb 2 Kerb Concreting	Needlewood Loop Wandi - 6 metres, Tiliqu	\$1,705.00
3324.7963-01	27/07/2016	7963The Cake Gallery	Roll out fondant icing and Cake decorati	\$657.35
3324.7965-01	27/07/2016	7965Marianne Annereau	Virtual tour menu overlays for Darius We	\$429.00
3324.7974-01	27/07/2016	7974Starspray Concrete Coatings	Harry McGuigan Upgrade Aboriginal Design	\$3,850.00
3324.7991-01	27/07/2016	7991Save the Children Australia	Payment for attendance fees x 5 to YACPa	\$400.02
3324.7993-01	27/07/2016	7993EdgyXPty Ltd	Incursion on 14/7/2016 - Billy Carts-Fin	\$275.00
3324.7999-01	27/07/2016	7999R&D Knowledge Services Pty Ltd	Standing order for intranet implementati	\$27,280.00
3324.8001-01	27/07/2016	8001Diversity Sustainable Development	Supply & install 4 X 3G Outpost Central	\$4,927.45
3324.8021-01	27/07/2016	8021Bronwyn Milkins Speaking	LyriK Awards - Rounds 21: Keynote Presen	\$200.00
3324.8022-01	27/07/2016	8022The Travelling Videographer	Final 50% remaining payment for the prod	\$375.00
3324.8025-01	27/07/2016	8025Advance Press (2013) Pty Ltd	15,000 'A5' Recycle bin stickers, full U	\$6,490.00
3324.8034-01	27/07/2016	8034Giovanni Construction Pty Ltd	Paving at Cromer Gardens	\$6,171.00
3324.8038-01	27/07/2016	8038Verbiscript	Transcripts of 23 short oral histories	\$673.57
3324.806-01	27/07/2016	806Kearns Garden & Hardware Supplies	APU - Various Hardware, BP Various Hardw	\$2,666.92
3324.8061-01	27/07/2016	8061Bidvest Food Service Perth	Consumable items for Bertram community	\$398.36
3324.8063-01	27/07/2016	8063Michelle Sison	Event assistance - NAIDOC ball - 29 June	\$890.00
3324.8064-01	27/07/2016	8064Hannah - Rose Winter	Darius Wells - event and program assista	\$577.50
3324.8066-01	27/07/2016	8066Photo Perth Wholesale Pty Ltd	200 pack albums in charcoal grey, 35mm n	\$106.84
3324.8068-01	27/07/2016	8068Training For Me	Certificate IV in Training & Assessment	\$999.00
3324.8082-01	27/07/2016	8082Terrain Group Pty Ltd	Custom bin enclosures - 240lit dual alumi	\$23,760.00
3324.8085-01	27/07/2016	8085Film and Television Institute of WA	NAIDOC 2016: Provision of documentaries	\$330.00
3324.8088-01	27/07/2016	8088GTA Consultants (WA) Pty Ltd	City Centre Parking Analysis - Part 1 (F	\$3,553.00
3324.8091-01	27/07/2016	8091Kookaburra Man	NAIDOC 2016: Provision of entertainment	\$350.00

Additional Page 13 to include payroll payments

281541321	20/07/2016 City of Kwinana	Payroll f/e 20/7/2016	\$570,861.81
279614888	6/07/2016 City of Kwinana	Payroll f/e 06/7/2016	\$603,820.04
Total: Payroll		2	\$1,174,681.85
Total: Creditors, Non Creditors, Cancelled Chqs		680	\$ 6,417,567.69
<u>Grand Total:</u>		<u>682</u>	<u>\$7,592,249.54</u>

16.3 Proposed Disposition by way of Lease – Offices 4, 5, 6 and 7 within the 'Zone Youth Centre', Lot 109 (7) Skerne Street, Kwinana – Therapy Focus

SUMMARY:

Therapy Focus delivers services to children with disabilities under the WA Government Disability Services Commission's My Way program. Therapy Focus is interested in leasing offices 4, 5, 6 and 7 in the Zone Youth Centre.

At the Ordinary Council Meeting held on 10 February 2016, Council resolved to give local public notice of the proposed disposition in accordance with Section 3.58(3)(a) and (4) of the Local Government Act 1995.

Section 3.58(4)(c) of the Local Government Act 1995 requires the market value of the disposition to be ascertained by a valuation carried out not more than 6 months before the proposed disposition. The valuation of the subject property was undertaken on 13 December 2015, which will be more than 6 months before the disposition; however, the market in relation to commercial office space has not improved and if revalued, it is believed the valuation amount will not have changed.

OFFICER RECOMMENDATION:

That Council:

1. Note that there have been no submissions received during the submission period.
2. Acknowledge the valuation undertaken on 13 December 2015 carried out more than 6 months before the proposed disposition to be a true indication of the value at the time of the proposed disposition.
3. Authorise the Chief Executive Officer and Mayor to sign the lease agreement between the City of Kwinana and Therapy Focus Ltd, in relation to Offices 4, 5, 6 and 7 within the Zone Youth Centre: Lot 109 (7) Skerne Street, Kwinana Town Centre, as detailed in Attachment A.

DISCUSSION:

Therapy Focus is a not-for-profit organisation that delivers services to more than 2,000 children and adults with a range of disabilities under the WA Government Disability Services Commission's My Way program and a registered provider for the National Disability Insurance Scheme (NDIS). The heart of Therapy Focus Ltd's strategic plan is 'helping children grow'.

The market rent valuation has been carried out on the premises by Griffin Valuation Advisory, and was received on 24 December 2015. The Market rental value is \$19,585 excluding GST and outgoings.

It is recommended that the lease be for a period of three (3) years, with an option for a further term of three (3) years.

16.3 PROPOSED DISPOSITION BY WAY OF LEASE – OFFICES 4, 5, 6 AND 7 WITHIN THE 'ZONE YOUTH CENTRE', LOT 109 (7) SKERNE STREET, KWINANA – THERAPY FOCUS

Council's Leasing of Community Facilities Policy allows for discounted market rent in some circumstances. The Discounted Market Rent is the market rent with a discount of between 30% and 70% to be negotiated based on community benefit criteria, level of maintenance responsibility and capital contributions made by the lessee. Therapy Focus Ltd is eligible to receive a discounted market rent, as it meets the criteria outlined in the Leasing of Community Facilities Council Policy:

Category	Annual Rent	Eligibility
B: Discounted Market Rent	Full market rent with a reduction from this rate to be negotiated based on community benefit criteria, level of maintenance responsibility and capital contributions made by lessee, on a sliding scale basis providing discounts of between 30% and 70%	Use approved by Council; Has revenue raising capacity or receives external funding assistance (e.g. receives some State Government funding or from its members); and Meets all relevant eligibility criteria.

The Zone Youth Centre is a community facility and in accordance with Council's Leasing of Community Facilities Policy, Therapy Focus Ltd must meet the compulsory organisational criteria:

Organisation Criteria	Lessee Category	
	Therapy Focus Ltd	Discounted Market Rent
1. The organisation must be an organisation, which applies any surpluses towards its purposes, prohibits any dividends or profits from being paid to its members and is exempt from paying income tax;	Yes	E
2. The organisation is a legal entity incorporated under appropriate legislation (such as the Associations Incorporation Act 1987);	Yes	E
3. The organisation is financially viable and able to demonstrate good financial management and record-keeping practices to the satisfaction of the City;	Yes	E
4. The organisation complies with relevant legislation governing its activities and holds any licences or registration certificates required for it to operate;	Yes	E
5. The organisation has a committee of management and appropriate governance arrangements, with established accountability and reporting methods to members of the organisation and / or to the community, including the capacity to maintain appropriate financial records for audit purposes;	Yes	E
6. The organisation adheres to all relevant Council local laws including the Local Government Property Local Law, Council policies and has complied with the terms of any previous lease or licence and/or grant from the City;	Yes	E

16.3 PROPOSED DISPOSITION BY WAY OF LEASE – OFFICES 4, 5, 6 AND 7 WITHIN THE 'ZONE YOUTH CENTRE', LOT 109 (7) SKERNE STREET, KWINANA – THERAPY FOCUS

7. Demand exists for the service or activity to be provided through the facility;	Yes	E
8. Facility use is consistent with City objectives and current Business Plan;	Yes	E
9. Use of the facility will increase social engagement and promote health and wellbeing of the Kwinana community;	Yes	E
10. The service or activity is non-discriminatory. It will be open to all residents who meet the criteria for participation that are directly related to the nature of the service or activity or geographic catchment area; and	Yes	D
11. Disadvantaged groups can access the service or activity and strategies are in place to review and remove any barriers to participation.	Yes	E

Facility Management and Development Criteria	Lessee Category	
	Therapy Focus Ltd	Discounted Market Rent
1. Proposed use of the facility is suitable for the nature of the site and the neighbourhood.	Yes	E
2. The organisation is prepared to maximise utilisation of the facility as requested by the City.	Yes	E
3. The organisation agrees to provide the City with requested information including current and projected opening hours and participant and/or membership numbers.	Yes	E

"D" under the lessee category indicates that it is a desirable criterion for that category of lessee to meet.

"E" in the column under the lessee category indicates that this is an essential criterion for that category of lessee to meet.

It is recommended that Therapy Focus receive 30% discount of the market rental valuation and therefore the first year's annual rent is proposed to be \$13,709.50 excluding GST and outgoings.

LEGAL / POLICY IMPLICATIONS:

Local Government Act 1995

Section 3.58 (3) and (4). Disposing of property

- (3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —
- (a) it gives local public notice of the proposed disposition —
- (i) describing the property concerned; and
 - (ii) giving details of the proposed disposition; and
 - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given; and

16.3 PROPOSED DISPOSITION BY WAY OF LEASE – OFFICES 4, 5, 6 AND 7 WITHIN THE 'ZONE YOUTH CENTRE', LOT 109 (7) SKERNE STREET, KWINANA – THERAPY FOCUS

- (b) *it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.*

- (4) *The details of a proposed disposition that are required by subsection (3)(a)(ii) include —*
 - (a) *the names of all other parties concerned; and*
 - (b) *the consideration to be received by the local government for the disposition; and*
 - (c) *the market value of the disposition —*
 - (i) *as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or*
 - (ii) *as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.*

Department of Local Government's Advice**Section 3.58(4)(c)(ii)**

The City's Officers received advice from the Department of Local Government in relation to the definition of proposed disposition, as stated in the Local Government Act 1995. The Principal Advisory Officer, Department of Local Government and Communities states:

"Another suggested option is that council may wish to pass a resolution in accordance with section 3.58(4)(c)(ii), which states: as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition."

"As you may be aware the intent of the provision is to ensure that the valuation is current at the time of the disposal. Should that intent be met and be able to be demonstrated then it appears the City would have adequately fulfilled its obligations in relation to the proposed disposition."

FINANCIAL/BUDGET IMPLICATIONS:

The City will lose \$5,876 per annum of potential lease revenue, if entering into a discounted market rent lease agreement.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications identified as a result of this report.

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications identified as a result of this report.

16.3 PROPOSED DISPOSITION BY WAY OF LEASE – OFFICES 4, 5, 6 AND 7 WITHIN THE 'ZONE YOUTH CENTRE', LOT 109 (7) SKERNE STREET, KWINANA – THERAPY FOCUS

STRATEGIC/SOCIAL IMPLICATIONS:

There are no strategic/social implications identified as a result of this report.

RISK IMPLICATIONS:

There are no risk implications identified as a result of this report.

COUNCIL DECISION

302

MOVED CR P FEASEY

SECONDED CR B THOMPSON

That Council:

- 1. Note that there have been no submissions received during the submission period.**
- 2. Acknowledge the valuation undertaken on 13 December 2015 carried out more than 6 months before the proposed disposition to be a true indication of the value at the time of the proposed disposition.**
- 3. Authorise the Chief Executive Officer and Mayor to sign the lease agreement between the City of Kwinana and Therapy Focus Ltd, in relation to Offices 4, 5, 6 and 7 within the Zone Youth Centre: Lot 109 (7) Skerne Street, Kwinana Town Centre, as detailed in Attachment A.**

**CARRIED
8/0**

Lease of Offices 4, 5, 6 and 7
within the Zone Youth Centre:
Lot 109 (7) Skerne Street,
Kwinana

City of Kwinana

Therapy Focus Ltd

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Details

Parties

City of Kwinana

of PO Box 21, Kwinana, Western Australia 6966
(Lessor)

Therapy Focus Ltd

of Suite 5, 1140 Albany Highway, Bentley WA 6102
(ABN 67 796 715 775)
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

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

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

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

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

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

Common Areas means those parts of the Land and Premises set aside or designated for the use of the occupiers of the building or members of the public generally in common with each other and the Lessor;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

CTA means the *Commercial Tenancy (Retail Shops) Agreements Act 1985 (WA)* as amended from time to time;

DER means the Department of Environment Regulation of Western Australia;

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

EPA means the Environment Protection Agency of Western Australia;

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

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

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

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

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

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

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a);

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

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

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

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

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

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

Review means the review specified in **Item 6** of the Schedule;

Schedule means the Schedule to this Lease;

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

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

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments

made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;

- (vi) a right includes a benefit, remedy, discretion, authority or power;
- (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (ix) both express and implied provisions;
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Grant of lease

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

- (g) the payment of the Amounts Payable; and
- (h) the performance and observance of the Lessee's Covenants.

4. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is registered as the proprietor in fee simple in the Land, and subject to the performance and observance of the Lessee's Covenants the

Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

5. Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

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

5.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, and other power and light charges
 - (d) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

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

- (b) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 5.4** or any matter arising out of this Lease.

5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review for each Rent Review Date will be based on either CPI or Market Review as identified in **Item 6** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed by lessor.

6.4 Market Review

- (a) With effect from each Market Rent Review Date, the Lessor may review the Rent to the Current Market Rent.
- (b) Not earlier than three (3) months before a Market Rent Review Date, the Lessor may give the Lessee a notice setting the Rent at a Rent which the Lessor consider to be the Current Market Rent ("Market Rent Review Notice") except that any failure by the Lessor to give

such a notice before the Market Rent Review Date does not preclude the Lessor from giving such a notice in respect of that Market Rent Review Date at any later time.

- (c) If the Lessee agrees with the Lessor's determination of the Current Market Rent, then the Lessee must give the Lessor written notice of the Lessee's agreement within ten (10) Business Days of receipt by the Lessee of the Market Rent Review Notice, and if the Lessee gives such notice the Rent from and including the relevant Rent Review Date shall be the amount as specified in the Market Rent Review Notice.
- (d) If the Lessee does not give the Lessor written notice of the Lessee's agreement with the Lessor's determination of Current Market Rent within ten (10) Business Days of receipt by the Lessee of the Market Rent Review Notice, then the amount of the Rent payable from the relevant Rent Review Date shall be:
 - (i) if the CTA applies to this Lease, the Current Market Rent determined in accordance with clause 6(e); or
 - (ii) if the CTA does not apply to this Lease, the greater of the Rent payable immediately prior to the relevant Rent Review Date or the Current Market Rent determined in accordance with clause 6(e).
- (e) If the Lessee and the Lessor cannot agree on the Current Market Rent within twenty (20) Business Days of receipt by the Lessee of the Market Rent Review Notice, then the Current Market Rent shall be the amount determined:
 - (i) by a single Valuer nominated by the Lessee and the Lessor jointly; or
 - (ii) where the Lessor cannot agree on a single Valuer within twenty-five (25) Business Days of receipt by the Lessee of the Market Rent Review Notice:
 - (1) if the CTA applies to this Lease, by two Valuers one of each of which is appointed by the Lessee and by the Lessor PROVIDED THAT if either Party fails to nominate a Valuer within thirty (30) Business Days of receipt by the Lessee of the Market Rent Review Notice then the non-appointing Party's Valuer shall be nominated by the President at the request of the other Party; or
 - (2) if the CTA does not apply to this Lease, by a single Valuer nominated by the President at the request of either Party.
- (f) Where the determination of Current Market Rent is made by a single Valuer (whether under clause 6(e)(i), 6(e)(ii)(1) or 6(e)(ii)(2), then that Valuer's determination shall be binding upon the Parties, and the Lessee and the Lessor shall pay that Valuer's costs:
 - (i) if the CTA applies to this Lease, in equal shares; or
 - (ii) if the CTA does not apply to this Lease, in equal shares except where the Valuer's determination is equal to or greater than the Lessor's determination of Current Market Rent as specified in the Market Rent Review Notice, when the Lessee shall pay the whole of the Valuer's fees.
- (g) Where the determination of Current Market Rent is to be made by a single Valuer because of clause 6(h)(ii)(2), that single Valuer shall receive written representations from both of the Valuers originally appointed to determine Current Market Rent;
- (h) Where the determination of Current Market Rent is to be made by two Valuers:

- (i) the determination of Current Market Rent as agreed between them shall be binding upon the Parties; or
- (ii) if the two Valuers cannot agree on the Current Market Rent within twenty-one (21) days of the appointment of the last of them:
 - (1) if the CTA applies to this Lease, then either Party may refer the question for determination under the provisions of the CTA; or
 - (2) if the CTA does not apply to this Lease, then the determination of Current Market Rent shall be made by a single Valuer appointed jointly by the two original Valuers, except where they cannot agree on a single Valuer within five (5) Business Days, then the single Valuer shall be appointed by the President at the request of either the Lessee or the Lessor;

and, in any event, the two Valuers' costs shall be paid:

- (A) if the CTA applies to this Lease, by each Party paying the costs of the Valuer appointed by that Party; or
 - (B) if the CTA does not apply to this Lease, by each Party paying the costs of the Valuer appointed by that Party except where the Valuers have agreed the Current Market Rent and their determination of the Current Market Rent is equal to or greater than the Lessor's determination of Current Market Rent as specified in the Market Rent Review Notice, when the Lessee shall pay both of the Valuers' costs.
- (i) Each Valuer appointed under this clause 6 shall:
 - (i) act as an expert and not as an arbitrator; and
 - (ii) provide his determination and the reasons for his determination of Current Market Rent in writing within twenty (20) Business Days of his appointment.
 - (j) If a Valuer appointed under clause 6 is unwilling or unable to make his determination for any reason whatsoever, the Party nominating that Valuer shall nominate an alternate Valuer within five (5) Business Days, and if the appointing Party fails to do so, then the President may nominate the alternate Valuer on behalf of the appointing Party at the request of the non-appointing Party.
 - (k) If the Rent is reviewed under this clause 6.4 ("Market Review"), the Lessee shall continue to pay the instalments of Rent payable immediately before the relevant Rent Review Date until such time as the amount of the Market Reviewed is finally determined under this clause 6.4, after which the following provisions shall apply:
 - (i) commencing on the date upon which the immediately subsequent instalment of Rent is due and payable under this Lease, the Lessee shall pay instalments of the Market Reviewed Rent; and
 - (ii) on the date upon which the immediately subsequent instalment of Rent is due and payable under this Lease the Lessee shall:
 - 1. pay the Lessor; or
 - 2. refund to the Lessee

as the case requires, the difference between what the Lessee has actually paid as Rent from the Market Rent Review Date and what the Lessee would have been liable to pay had the Lessee been paying the Market Reviewed Rent from the Market Rent Review Date.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Insurance

7.1 Insurance required

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

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

7.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

7.3 Details and receipts

In respect of the insurances required by **clause 7.1** the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

7.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 7.1** and **clause 7.2**.

7.5 Not to invalidate

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

- (a) render any insurance effected under **clause 7.1** and **clause 7.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

7.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 7.1** and **clause 7.2**.

7.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 7.1** and **clause 7.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 7.1** and **clause 7.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and

- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

8. Indemnity

8.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

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

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

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

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

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment;
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's negligence

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

8.5 Release

(1) The Lessee:

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

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

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

9. Limit of Lessor's liability

9.1 No liability for loss on Premises

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

9.2 Limit on liability for breach of Lessor's covenants

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

10. Maintenance, repair and cleaning

10.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any appurtenances) in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:

- (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
- (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and
 - (d) any gas fittings and fixtures,
- in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.
- (3) The Lessee must take such reasonable action as is necessary to:
- (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,
- the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

10.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

10.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

10.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

10.5 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

10.6 Pest control

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

11. Use

11.1 Restrictions on use

(1) Generally

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

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(2) No offensive or illegal acts

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

(3) No nuisance

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

(4) No dangerous substances

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

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

(5) No harm or stress

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

(6) No signs

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

(7) No smoking

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

(8) Consumption of alcohol

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

(9) Sale of Alcohol

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

(10) Removal of rubbish

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

(11) No pollution

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

11.2 No warranty

The Lessor gives no warranty:

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

11.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

11.4 Premises Subject to Restriction

11.5 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 11**.

12. Alterations

12.1 Restriction

- (1) The Lessee must not without prior written consent:

- (a) (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease; or
 - (iii) as required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or

12.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 12.1** the Lessor may:
- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in clause 12.1:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

12.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

12.4 Conditions

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

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

13. Lessor's right of entry

13.1 Entry on Reasonable Notice

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

- (a) (i) at all reasonable times;
- (ii) with or without workmen and others; and

- (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 1.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

13.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 1.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

14. Statutory obligations and notices

14.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 11**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

14.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 14.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 14.1**.

15. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

16. Default

16.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the association is wound up whether voluntarily or otherwise;
- (d) the Lessee passes a special resolution under the *Associations Incorporation Act 1997* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

16.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 16.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 17**,

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

16.3 Lessor may remedy breach

If the Lessee:

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

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

16.4 Acceptance of Amount Payable By Lessor

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

16.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **6** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **11** (Use), **0** (Assignment, Subletting and Charging) and **28** (Goods and Services Tax), is an essential term of this Lease but this clause **16.5** does not mean or imply that there are no other essential terms in this Lease.

16.6 Breach of Essential Terms

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

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

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

- (d) the Lessee agrees that the covenant set out in this **clause 1.1(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 1.1(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between

the date of Termination and the date on which the Term would have expired by effluxion of time; and

- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

17. Damage or destruction of Premises

17.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

17.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

18. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

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

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 18** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

19. Holding over

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

20. Restore premises

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

21. Yield up the premises

21.1 Peacefully surrender

On Termination the Lessee must:

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

21.2 Clause 21.1 to survive termination

The Lessee's obligation under **clause 21.1** will survive termination.

22. Removal of property from Premises

22.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

22.2 Lessor can remove property on re-entry

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

23. Assignment, Subletting and Charging

23.1 No assignment or sub-letting without consent

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

23.2 Lessor's Consent to Assignment and Sub-letting

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

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

23.3 Consents of Assignee Supplementary

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

23.4 Property Law Act 1969

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

23.5 Costs for assignment and sub-letting

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

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

whether or not the assignment or Sub-letting proceeds.

23.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

24. Disputes

24.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

24.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 24.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the President of the Lessee for the purpose of resolving the dispute.

24.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 24.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

24.4 Payment of Amounts Payable to Date of Award

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

25. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 1987* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

26. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.
- (d) number of visits ;
- (e) number of people living in Kwinana using the service compared to the total number of users; and
- (f) age group demographics of users of service.

27. Caveat

27.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

27.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;

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

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

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

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

27.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

27.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

28. Goods and Services Tax

28.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

28.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 28.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.

- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

28.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 28.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

28.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

28.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

28.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

28.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

29. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

30. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

31. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

32. Acts by agents

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

33. Governing law

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

34. Statutory powers

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

35. Notice

35.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

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

35.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 1.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 1.1(b)**, on the second business day following the date of posting of the Notice.

35.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

36. Severance

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

37. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

38. Moratorium

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

39. Further assurance

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

40. Payment of money

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

41. Waiver

41.1 No general waiver

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

41.2 Partial exercise of right power or privilege

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

Schedule

Item 1 Land and Premises

(a) Land

Lot 109 on Deposited Plan 70670 being the whole of the land comprised in Certificate of Title Volume 2786 Folio 116

(b) Premises

The office areas located on the first floor of the building on the Land and comprising the area marked in red on Annexure 1 and depicted as Offices 4, 5, 6 and 7 and includes the non-exclusive right to use the Common Areas for the purposes for which they are designed or intended in common with the Lessor and other persons authorised by the Lessor.

Item 2 Term

3 years commencing on 25 August 2016 and expiring on 24 August 2019.

Item 3 Further Term

3 years commencing on 25 August 2019 and expiring on 24 August 2022.

Item 4 Commencement Date

25 August 2016

Item 5 Rent

\$13,709.50 per annum (exclusive of GST and outgoings)

Item 6 Rent Review

CPI Review

CPI reviews are to be undertaken upon each anniversary of the Commencement Date for each year of the Term (including any Further Terms and any period of holding over, if applicable).

Market Review

Market review is to be undertaken if further term is exercised.

Item 7 Rent Review Dates

25 August 2017 CPI Rent Review

25 August 2018 CPI Rent Review

If the Further Term is exercised:

25 August 2019	Market Rent Review
25 August 2020	CPI Rent Review
25 August 2021	CPI Rent Review

Item 8 Permitted purpose

Delivery of services to children and adults with a range of disabilities..

Item 9 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 10 Repainting Dates

At termination of lease if required to make good , whichever is the lesser.

Item 11 Additional terms and covenants

11.1 Minimise nuisance to neighbours

- (1) The Lessee acknowledges that the Premises are located in close proximity to residential premises.
- (2) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (3) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

11.2 Right to terminate upon notice

Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party. If this Lease is terminated in accordance with this clause, **clause 21** and **21** will apply.

Signing page

EXECUTED

2016

THE COMMON SEAL of CITY OF KWINANA
is affixed in the presence of:

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of Therapy Focus Limited was hereunto affixed pursuant to the constitution 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 Association indicated under his or her name:

Office Holder Sign

Office Holder Sign

Office Holder Name

Office Holder Name

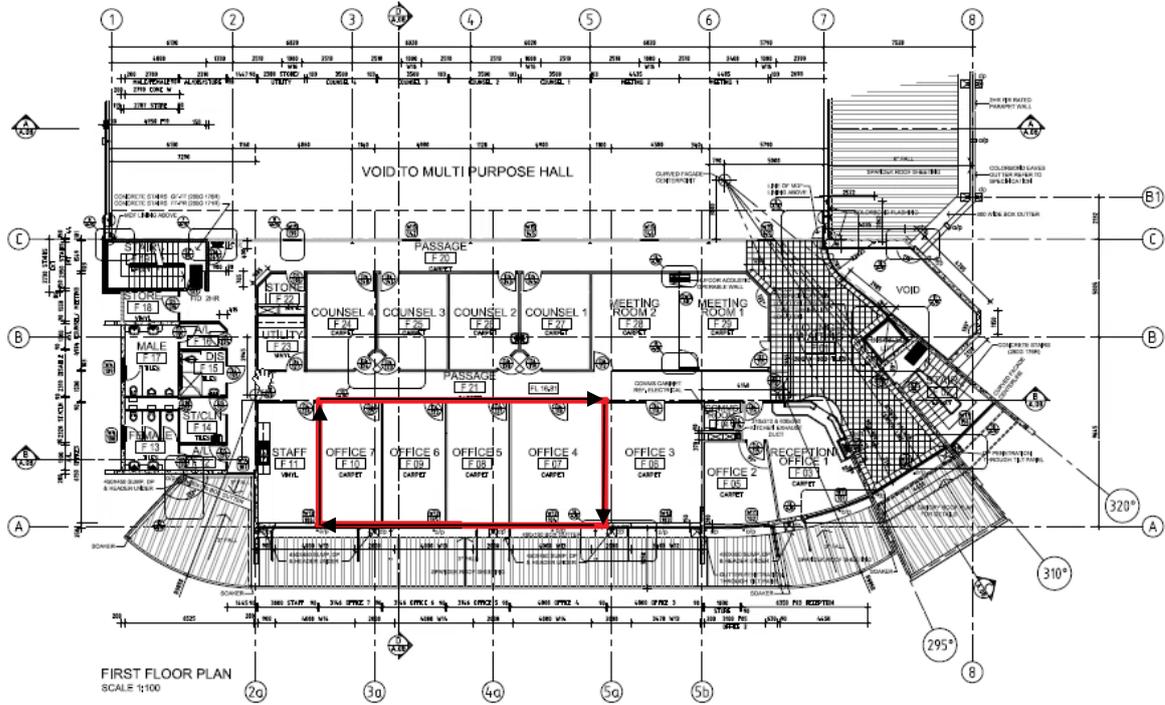
Address

Address

Office Held

Office Held

Annexure 1 – Sketch of Premises



Annexure 2 - Maintenance Schedule

Maintenance Type	Lessor	Lessee
General		
All Structural Repairs	Yes	
Cleaning & Cobweb Removal (Hygienic & tidy condition at all times)		Yes
Supply of Sanitary Bins, Paper Towel, Soap & Dispenser and Toilet Paper.		
Vermin Control (Rats, Insects etc)		
Vandalism / Graffiti	Yes (<i>external only</i>)*	Yes (<i>internal only</i>)*
Windows (Except malicious damage by patron)	Yes	
Emergency Exit Lighting & Doors, Public Safety & Compliance.		Yes (<i>Where found to be illegally locked, costs for reinstatement of access to be the Lessee's responsibility</i>)
Fire Extinguishers & Hoses	Maintenance & Replacement*	
Security Monitoring & Equipment		
Oven & Exhaust Vent		
Kitchen Appliances (i.e. Fridges, Toasters etc)		
Ceiling / Roof		
Ceiling		Yes (<i>excluding structural repairs</i>)
Roof (including leaks, broken tiles etc)	Yes	
Gutters & Downpipes	Yes (<i>replacement only</i>)	
Air-conditioning / Heating (Servicing)	Yes	
Air-conditioning Vents	Yes (<i>repair only</i>)	Yes (<i>cleaning only</i>)

Exhaust Fans	Yes (<i>repair only</i>)	Yes (<i>cleaning only</i>)
Walls		
Walls		Yes (<i>to be washed down quarterly and painted as per lease agreement</i>)
Window Cleaning		
Security Screens	Yes (<i>repair only</i>)*	
Flyscreens	Yes (<i>repair only</i>)*	
Doors (<i>external</i>)	Yes*	
Doors (<i>internal</i>)		Yes
Locks		
Replacement Keys		
Internal Painting		Yes (<i>touch ups and repairs as per lease agreement</i>)
Blinds / Curtains	Yes (<i>replacement</i>)*	Yes (<i>cleaning only</i>)
Mirrors		
Honour Boards / Notice Boards		
Annexure 2 – Maintenance Obligations (cont.)		
Maintenance Type	Lessor	Lessee
Floors		

Carpet**	Replacement if damaged under an insurable event	At least annually dry cleaned
Tiled Floors	Replacement if damaged under an insurable event	
Electrical		
Fittings (i.e. lights, power points, switches)	Yes (<i>fittings only</i>)	
Replacement of Globes		Yes*
Costs for additional points		Yes*
Testing and Tagging		Yes*
Wiring (Excluding damage or use causing overloading).	Yes	Overloading
<i>Electrical work undertaken by Lessee's electrical contractor must be approved by the City of Kwinana prior to works commencing.</i>		
Plumbing		
Replacement of Fixtures & Cisterns	Yes <i>Blockages caused by roots*</i>	
Hot Water System	Replacement	
External		
Security Lighting		
Gardens		

* **Any damage to the building internally by misuse or any replacements will be fixed by Lessee. If replacement is undertaken by Lessor, all costs will be charged to the Lessee.**

** **If evidence cannot be presented to demonstrate that the Lessee has fulfilled their obligations contained under this condition then the responsibility to undertake the replacement will be that of the Lessee.**

16.4 Charitable Rate Exemption – Community Housing Limited – Rates Assessment #15182 and Community Housing Limited – Assessment #16062

COUNCIL DECISION

303

MOVED CR B THOMPSON

SECONDED CR S LEE

That the item be deferred and discussed at item 21 Matters Behind Closed Doors to allow discussion of the confidential attachments.

**CARRIED
8/0**

16.5 Amendments to the Register of Delegated Authority – Local Government to Chief Executive Officer, Officers and Committees 2016

SUMMARY:

At its 10 February 2016 meeting, Council resolved to delegate certain functions to the Chief Executive Officer (CEO), Officers and Committees, to have the discretion to exercise delegated authority under the relevant legislation.

As part of the ongoing review to ensure that all delegations and appointments have been captured, an additional delegation that is at Attachment A, to allow the Chief Executive Officer to enter into, make variations and execute documents in relation to the administration of a Corporate Discount Agreement on behalf of the City of Kwinana. The corporate discounts are at the cost of the employee and they will receive a discount for being an employee of the City of Kwinana to organisations that are aligned to the Healthy Lifestyles Council Policy.

OFFICER RECOMMENDATION:

That Council grant the following Delegation to the Chief Executive Officer, as detailed in Attachment A:

- 1.19 Authorised to enter into, make variations and execute documents in relation to the administration of a Corporate Discount Agreement on behalf of the City of Kwinana.

NOTE – AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

DISCUSSION:

This report is recommending a delegation to the Chief Executive Officer to allow her to enter into, make variations and execute documents in relation to the administration of a Corporate Discount Agreement on behalf of the City of Kwinana.

The purpose of entering into Corporate Discount Agreements is to attract and retain employees by organisations offering them discounted services/goods as a result of the employee electing to take up the offer. This aligns to the Human Resources Attraction and Retention Policy which works towards being an employer of choice. The Corporate Discount Agreements are at no cost to the City of Kwinana and this is a condition of the delegation.

Due to the gift provisions changing as a result of the City of Perth Act 2016, legal advice was obtained as the City has corporate discounts already in place as well as other organisations wanting to offer the City of Kwinana employees discounts for their services. A copy of legal advice received in regard to the receipt of benefits, i.e, Disclosure of Gifts and Benefits in relation to the Local Government Act 1995 is detailed in Confidential Attachment B.

16.5 AMENDMENTS TO THE REGISTER OF DELEGATED AUTHORITY – LOCAL GOVERNMENT TO CHIEF EXECUTIVE OFFICER, OFFICERS AND COMMITTEES 2016

The Chief Executive Officer is responsible for employing City of Kwinana employees and in normal circumstances could execute these corporate discounts however there are some implications in agreements that Council should be aware of. One implication is that the organisation offering the discount can advertise that the City of Kwinana is a client and have taken up the corporate discount. To avoid the City of Kwinana entering into agreements with organisations that do not align to the Healthy Lifestyles Council Policy there have been conditions placed on the Chief Executive Officer that must be considered before the delegated function is performed. Elected members will be notified when the Chief Executive Officer has exercised this delegation through the “Register use of common seal and delegations” report sent by the Executive Assistant of the CEO and Mayor, at least fortnightly.

Elected members are not eligible to receive corporate discounts with any organisation that the City of Kwinana enters into an agreement with.

LEGAL/POLICY IMPLICATIONS:**Local Government Act 1995****5.41. Functions of CEO**

The CEO’s functions are to —

- (i) perform any other function specified or delegated by the local government or imposed under this Act or any other written law as a function to be performed by the CEO.

5.42. Delegation of some powers and duties to CEO

- (1) A local government may delegate* to the CEO the exercise of any of its powers or the discharge of any of its duties under —
 - (a) this Act other than those referred to in section 5.43; or
 - (b) the Planning and Development Act 2005 section 214(2), (3) or (5).

* Absolute majority required.

- (2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

9.49A. Execution of documents

- (4) A local government may, by resolution, authorise the chief executive officer, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.

Refer to Confidential Attachment B for legal advice.

FINANCIAL/BUDGET IMPLICATIONS:

There are no direct financial implications related to this report.

ASSET MANAGEMENT IMPLICATIONS:

There are no direct asset management implications related to this report.

16.5 AMENDMENTS TO THE REGISTER OF DELEGATED AUTHORITY – LOCAL GOVERNMENT TO CHIEF EXECUTIVE OFFICER, OFFICERS AND COMMITTEES 2016

ENVIRONMENTAL IMPLICATIONS:

There are no direct environmental implications related to this report.

STRATEGIC/SOCIAL IMPLICATIONS:

The role of Council is to ensure that the Council's delegations are aligned with the key goals and aspirations as set out in our Plan for the Future.

RISK IMPLICATIONS:

There are no risk implications related to this report.

COUNCIL DECISION

304

MOVED CR W COOPER

SECONDED CR B THOMPSON

That Council grant the following Delegation to the Chief Executive Officer, as detailed in Attachment A:

1.19 Authorised to enter into, make variations and execute documents in relation to the administration of a Corporate Discount Agreement on behalf of the City of Kwinana.

**CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL
8/0**

ATTACHMENT A

Delegation 1.19

1.19 Authorised to enter into, make variations and execute documents in relation to the administration of a Corporate Discount Agreement on behalf of the City of Kwinana.	
Function to be performed:	Authorised to enter into, make variations and execute documents in relation to the administration of a Corporate Discount Agreement on behalf of the City of Kwinana.
Legislative power or duty delegated:	Local Government Act 1995 - Part 9, Division 3 s9.49A(4) Execution of documents
Legislative Power to Delegate:	Local Government Act 1995 s5.42 Delegation of some powers to the CEO
Date Delegation made or reviewed:	August 2016
Delegation to:	Chief Executive Officer
Conditions and Exceptions:	<ol style="list-style-type: none">1. No cost to the City of Kwinana2. Aligns with the Health Lifestyles Council Policy where relevant3. Requires adequate consideration to be provided by the employee
Statutory Power to sub-delegate:	This Authority is not to be sub-delegated.
Reporting Requirements:	<ol style="list-style-type: none">1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and2. Where the common seal is affixed the details are to be recorded in the common seal register in accordance with the City's policies and work procedures.

16.6 City of Kwinana, Enterprise Agreement Negotiations, 2016

SUMMARY:

The City of Kwinana has an Enterprise Agreement (Collective Agreement) covering all employees except employees on a maximum term contract with negotiated salaries.

The Collective Agreement 2013 has a nominal expiry date of 8 September, 2016 and in accordance with Division 7 of part 2-4 of the *Fair Work Act 2009*, the City commenced the negotiation process on the 16 May 2016 with the parties to the Collective Agreement.

Negotiation with representatives has reached in principle consensus with salary increases of 2% per annum over the next two (2) years. The nominal expiry date of the new Collective Agreement will be 8 September, 2018. The salary increase percentage aligns with the salary increase in the adopted 2016/17 salaries budget and with the projections listed in the City's Long Term Financial Plan. This report is for the Elected Members to authorise the Chief Executive Officer to put the Collective Agreement to the City of Kwinana employees for voting, execute the Collective Agreement and make minor variations as directed by the Fair Work Commission.

OFFICER RECOMMENDATION:

That Council:

1. Authorise the Chief Executive Officer to:
 - a) Put the City of Kwinana Collective Agreement as detailed in Attachment A to the employees for voting.
 - b) If the majority of employees endorse the City of Kwinana Collective Agreement as detailed in Attachment A, apply to the Fair Work Commission for approval of the Collective Agreement.
 - c) If the Fair Work Commission approves the City of Kwinana Collective Agreement as detailed in Attachment A, execute the Collective Agreement on behalf of the City of Kwinana.
 - d) Make any technical corrections or minor variations required by the Fair Work Commission.
2. Authorise the Chief Executive Officer to implement the 2% salary increase effective as at 8 September, 2016 when the City of Kwinana Collective Agreement is approved by the Fair Work Commission.

DISCUSSION:

Further to the summary provided above, the parties that comprise the Collective Agreement are:-

- The City of Kwinana (Employer);
- Employees of the City of Kwinana, excluding employees who are employed under maximum term contracts with higher negotiated remuneration packages;
- Western Australian Shire Council, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourses, Public Authorities Water Boards Union (LGRCEU); and
- Australian Municipal Administrative Clerical and Services Union (ASU).

16.6 CITY OF KWINANNA, ENTERPRISE AGREEMENT NEGOTIATIONS, 2016

The City has engaged the services of an external consultant from the Chamber of Commerce and Industry (CCI) as the City's Management representative and advisor through the process.

A draft copy of the Collective Agreement 2016 has been prepared (Attachment A) and once Council has approved the Officer Recommendation, the Collective Agreement will be voted on by applicable employees. If the vote is successful, then the Collective Agreement will be lodged at the Fair Work Commission. If unsuccessful, the negotiations will recommence.

Due to the current economic climate and the realisation of the future financial constraints whilst Council has been developing the Long Term Financial Plan, it is recommended that the Collective Agreement remain relatively the same from the existing Collective Agreement. The major inclusions to the new Collective Agreement include:

1. 2% salary increase for each year;
2. Leave loading can be paid to an employee on commencement of annual leave; and
3. Long service leave can be accessed at seven years.

LEGAL/POLICY IMPLICATIONS:

In accordance with Division 7 of part 2-4 of the *Fair Work Act 2009* and the *Fair Work Regulations 2009*; it imperative that the City adheres to processes detailed to ensure that wages and working conditions meet the requirements of both the City and its employees, aligning with the National Employment Standards (NES), the City's adopted 2016/17 salaries budget and the City's Long Term Financial Plan.

FINANCIAL/BUDGET IMPLICATIONS:

The cost associated with the percentage increase to employee's salaries of 2% for the next two (2) years has been included in the 2016/17 salaries budget and in the Long Term Financial Plan. There is a cost associated for engaging an external facilitator which has been allowed for in the HR employment costs budget. The amount of \$10,000 has been allocated.

Budget Item Name:	HREMP
Budgeted Amount:	\$ 100,000
Expenditure to Date:	\$ 31,458
Proposed Cost:	\$ 10,000
Available Balance:	\$ 58,542

*NOTE: All figures are exclusive of GST

ASSET MANAGEMENT IMPLICATIONS:

No asset management implications have been identified as a result of this report.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report.

16.6 CITY OF KWINANA, ENTERPRISE AGREEMENT NEGOTIATIONS, 2016

STRATEGIC/SOCIAL IMPLICATIONS:

Potential strategic and social benefits can be achieved through the establishment and implementation of clear salary and conditions for employees. The Collective Agreement process requires good faith bargaining and all requests from parties have been genuinely considered and appropriately responded to.

RISK IMPLICATIONS:

The Collective Agreement provides protection from industrial action, which may be unlawful before the nominal expiry date of the Agreement (8 September, 2016).

COUNCIL DECISION

305

MOVED CR S LEE**SECONDED CR S MILLS****That Council:**

1. **Authorise the Chief Executive Officer to:**
 - a) **Put the City of Kwinana Collective Agreement as detailed in Attachment A to the employees for voting.**
 - b) **If the majority of employees endorse the City of Kwinana Collective Agreement as detailed in Attachment A, apply to the Fair Work Commission for approval of the Collective Agreement.**
 - c) **If the Fair Work Commission approves the City of Kwinana Collective Agreement as detailed in Attachment A, execute the Collective Agreement on behalf of the City of Kwinana.**
 - d) **Make any technical corrections or minor variations required by the Fair Work Commission.**

2. **Authorise the Chief Executive Officer to implement the 2% salary increase effective as at 8 September, 2016 when the City of Kwinana Collective Agreement is approved by the Fair Work Commission.**

**CARRIED
8/0**

Collective Agreement**

2016



CITY OF KWINANA
ADMINISTRATION



** A Union Collective Agreement covering all employees except employees on maximum term contracts with negotiated salaries

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2. OPERATION OF AGREEMENT

2.1 Title and Nominal Expiry Date

This Union Collective Agreement shall be known as the City of Kwinana Collective Agreement 2016 ("Agreement") and its nominal expiry date will be the 8 September, 2018.

2.2 Variation of Agreement

The parties to this Agreement acknowledge that this Agreement can be varied by consent of the parties in accordance with Division 7 of part 2-4 of the *Fair Work Act 2009*.

2.3 Parties to the Agreement

The parties to this Agreement shall be:

2.3.1 The City of Kwinana of Gilmore Avenue Kwinana ("Employer");

2.3.2 Employees of the City of Kwinana ("Employees"), excluding:

- Employees who have chosen to be employed under maximum term contracts with higher negotiated remuneration packages, in preference to this (or preceding collective) agreement(s).

2.3.3 Western Australian Shire Councils, Municipal Road Boards, Health Boards, Parks, Cemeteries and Racecourses, Public Authorities Water Boards Union ("LGRCEU").

2.3.4 Australian Municipal Administration Clerical and Services Union ("ASU").

2.4 Anti-Discrimination

The parties to this Agreement agree:

2.4.1 that it is their intention to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and

2.4.2 that any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and

2.4.3 that nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and

- 2.4.4 to practice and promote the principles of equal employment opportunity and are committed to the spirit and principles of equal employment opportunity legislation; and
- 2.4.5 that the Employer will develop and implement a regular scheduled program of training on EEO and that attendance at both initial and refresher training is compulsory for all staff.

2.5 Validity of Agreement Following Challenge

If any provision of this agreement is declared or determined to be illegal or invalid by final determination of any court or tribunal of competent jurisdiction, the validity of the remaining parts, terms or provisions of this agreement shall not be affected, and the illegal or invalid part, term or provision shall be deemed not to be part of this agreement.

2.6 Supersession of Previous Industrial Instruments

This agreement shall supersede all previous collective agreements and awards applicable to the Employer and the parties agree that previously protected or preserved terms are expressly excluded as listed in appendix C.

2.7 Alternative Funding for Family Day Care

The Parties agree that, in the case of Family Day Care, any pay increases, benefits or costs associated with the Agreement will be funded by alternative funding allocated to Family Day Care and not Municipal funds. Conditions pertaining to redundancy and retraining will apply to Family Day Care regardless of alternative funding arrangements.

3. OBJECTIVES OF AGREEMENT

3.1 Commitments

The parties to this Agreement are committed to ensuring that the employer remains an effective and efficient deliverer of services. Accordingly, the following objectives will be pursued:

- 3.1.1 An environment where everyone looks forward to coming to work and providing the highest quality services to the community of the City of Kwinana and internal customers.
- 3.1.2 The attainment of the strategies and objectives as nominated in the relevant business plans, and performance and staff development reviews.
- 3.1.3 The enhancement of the image and profile of the City of Kwinana.
- 3.1.4 The continuation of a viable and effective day labour workforce where it is comparable and competitive.

- 3.1.5 Staff strive for excellence, with quality performers who go the extra yards being recognised for their efforts and given opportunity to achieve their development goals.
- 3.1.6 Good performance and ethical behaviours are the norm.
- 3.1.7 Contemporary management practices are used so that innovation and self management principles are embraced.
- 3.1.8 Staff focus on continuous improvement so that problems are prevented from occurring in the first place.
- 3.1.9 Maintaining an honest and ethical environment, eliminating all forms of discrimination.

3.2 Intent

The objectives of this Agreement will be achieved through:

- 3.2.1 The continuation of a workplace culture conducive and open to change and matched by a commitment to continuous improvement by all persons in the organisation.
- 3.2.2 All staff actively embracing the attainment of the key performance indicators set.
- 3.2.3 The continuation of a high performance, high trust organisation through a genuine partnership between the Employer, Employees and the community.
- 3.2.4 Cooperation and Flexibility: The introduction of new technologies, the empowerment of employees, the ongoing development of the team structure and continuous workplace improvement will result in work being organised on a whole of job approach. This may necessitate changes to some existing work practices and the removal of current restrictions, restraints and barriers. Every endeavour will be made to resolve related issues at the workplace through consultation with employees (accompanied by their appointed representatives, if that right is exercised) or, where appropriate, via the dispute resolution process contained within this agreement.
- 3.2.5 Staff Committing to active participation/contribution in the organisation's development, particularly through cross-functional teams and working groups.
- 3.2.6 Ethical Behaviour: The Parties support and encourage an ethical environment that encourages positive behaviours based on the following ethical principles:
 - (i) The well being of employees is to be promoted.
 - (ii) Parties are to be treated fairly and not discriminated against.
 - (iii) Parties' rights and dignity should be respected.
 - (iv) Parties will be honest in all dealings.

- (v) The Parties agree to treat sensitive information in relation to customer service and personnel with discretion.
- (vi) The Parties agree to respect the Employer's intellectual property.
- (vii) Conflicts of interest are to be declared by employees.
- (viii) Information, resources or equipment are to be used in their intended manner by Employees.

3.2.7 Workplace Development: Any move to alter how work is arranged must support the organisation's vision. The focus must be on satisfying and exceeding our customers' requirements by providing an efficient and effective service. The Employer has different types of business, therefore workplace specific arrangements will need to be developed which complement the business of a particular workplace. The parties agree that workplace development will be done in regular consultation.

The Parties to this Agreement accept that ongoing technological change is a normal part of the modern workplace.

4. BEST PRACTICE

4.1 Principles

The Parties to this Agreement recognise that the principles of best practice should continue to be implemented in the workplace. They agree that best practice is a process of achieving exemplary levels of performance through improved techniques and constantly changing and adapting our methods of service delivery to meet new needs:

The Parties agree to the continued implementation of a program of 'Best Practice' based on the following:

- continuous improvement in the productivity, quality and responsiveness of our service delivery;
- use and measurement of data, including financial, as a means of monitoring our organisational performance;
- application of teamwork principles to involve all staff in pursuit of quality improvement;
- ongoing focus on the needs of our customers;
- developing the skills and flexibility of our employees;
- active involvement in, and contribution to, functional and cross-functional teams.

4.1.1 Key Performance Indicators

The Parties commit themselves to a process of continuous improvement and acknowledge key performance indicators as a means of measuring what has been achieved and the need for any further improvements.

The primary role of performance indicators is to assist in the delivery of Business Plan Key Result Areas in the interests of customers, the Employer, Employees, and in improving the quality of service.

It is recognised that performance indicators are not an end in themselves, but are a means of identifying trends and efficiency against Best Practice benchmarks. They enable the identification of areas where there is potential for further improvement.

The Employer and Employees involved in the ongoing development of benchmarks recognise that the need for performance indicators must be effectively communicated to all Employees. Appropriate communication mechanisms will be maintained through functional team meetings and staff induction processes, and staff planning and development reviews.

4.1.2 Continuous Improvement

The Parties are committed to continuous improvement processes and practices within the Employer's operations. Continuous improvement is a systematic method for improving processes to better meet stakeholder (customer) needs and expectations. Continuous improvement is constantly adapting by obtaining and using information, and by evaluating changes to make sure they were effective. It requires:

- good information about the environment from a variety of sources, to evaluate outcomes (what you do) and processes (how you do it);
- The ability to pull people together from different levels and areas to freely discuss the information and issues involved, come up with ideas, evaluate them, choose some and carry them out;
- Systematic ways to measure progress and the outcomes of changes using objective information and measures;

The success of continuous improvement is the responsibility of everyone in the organisation. Continuous improvement requires dedication and a willingness to be guided by objective information sources so that people work together towards a common goal.

4.1.3 Teams

It is recognised that teamwork is a key element of the Employer's philosophy. All parties agree to the ongoing development of teams and that all employees will participate in both functional teams and cross functional teams.

Functional teams are defined as work teams established from within an employee's own work area. Cross-functional teams are formed by bringing together employees

from across the organisation in order to plan, implement, monitor and review work processes, projects and specific issues.

The Parties are committed to the ongoing development of work teams as a way of improving individual and group job satisfaction and workplace productivity.

Teams require employees to be flexible in their willingness and ability to perform a range of duties at various levels of skill and responsibility.

4.2 Best Value

The Employer is seeking to move towards a more commercial style of operation which recognises the nature of the business in which it is engaged and the significant role that earned income plays in its overall financial situation. The Employer believes that the changes in structure and organisation required to facilitate a more commercial operation will benefit the organisation and assist Employees to provide their services to the public.

Every endeavour will be made to improve the performance at the City of Kwinana relative to "Best Practice" benchmarks.

The Parties will work towards determining the most effective and efficient means of using internal and external resources, with proper regard to the needs, security, training and development and long term efficiency of Employees within the organisation.

The Parties agree that arbitrary job reductions are not a sound basis upon which improvements to productivity are secured. The Employer agrees that any proposed changes to the permanent workforce will be done in full consultation with relevant staff. The Parties agree that the relevant team will be the forum to discuss and consult on all matters affecting that team, including contracting out.

Where competitive tendering processes that affect outsourcing are proposed in respect of any activity covered by this Agreement, and which relates to internal/external services provided by Employees covered by this Agreement the following principles shall apply:

- Employees shall be provided with relevant training and support in the process relating to tendering, costing, estimating and the documentation that is required to develop a competitive bid.
- Relevant administrative, technical and professional support shall be provided to employees affected by the tendering process.
- In any tendering process (for a current in-house service), a fair and equitable method of establishing the in-house tender cost will be used. The purpose of this shall be to prevent inappropriate costs, short cuts that reduce quality of service and monopolies being attributed to the in-house bid.
- Prior to any service being put out to tender, the in-house costing will be discussed in detail with any in-house team that is preparing a bid.

4.3 Flexibility Term

4.3.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

4.3.1.1 the agreement deals with one (1) or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (iv) leave loading; and

4.3.1.2 the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph 4.3.1; and

4.3.1.3 the arrangement is genuinely agreed to by the employer and employee.

4.3.2 The employer must ensure that the terms of the individual flexibility arrangement:

4.3.2.1 are about permitted matters under section 172 of the *Fair Work Act 2009*;

4.3.2.2 are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

4.3.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

4.3.3 The employer must ensure that the individual flexibility arrangement:

4.3.3.1 is in writing; and

4.3.3.2 includes the name of the employer and employee; and

4.3.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

4.3.3.4 includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and

- (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

4.3.3.5 states the day on which the arrangement commences.

4.3.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

4.3.5 The employer or employee may terminate the individual flexibility arrangement:

4.3.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

4.3.5.2 if the employer and employee agree in writing - at any time.

5. EMPLOYMENT CATEGORIES

Employees may be employed in any of the following categories:

5.1 Permanent Employment

“Permanent” refers to an employee whose employment is open-ended, as evident through a letter of appointment that contains a commencement date with no indication of a termination date. Permanent Employees may be further categorised as Full-time or Part-time.

5.1.1 Full-time Employment

A full-time Employee shall be employed to work an average of 38 ordinary hours per week.

5.1.2 Part-time Employment

5.1.2.1 A part-time Employee who works regularly for an average of less than 38 ordinary hours in any week.

5.1.2.2 Part-time Employees receive payment for salary, annual leave and personal leave on a pro rata basis. By agreement an Employer and Employee may vary the agreed hours of work. In the event that an Employer seeks to vary the agreed hours of work without the consent of the employee, four (4) weeks' notice shall be provided.

5.2 Casual Employment

5.2.1 Casual Employees shall be paid a 20 % loading in addition to the ordinary hourly rate of pay for the classification of work performed in addition to any other penalty rate payable for ordinary hours of work performed. (The casual loading is paid as compensation for leave as defined in subclause 5.2.2.).

(Applicable formula for hourly penalty rates: Base rate x penalty rate plus casual loading on base rate = hourly rate).

5.2.2 Casual employees are not entitled to annual leave, public holidays, personal leave and severance pay provided by this Agreement. Casual employees are entitled to 2 days unpaid carers leave and 2 days unpaid compassionate leave per occasion. Casual employees may be entitled to Parental Leave in accordance with Clause 12.

5.2.3 Casual employees maximum hours of work is defined in clause 6.

5.2.4 Casual employees may also be entitled to Long Service Leave as defined in the *Local Government Long Service Leave Regulations*.

5.3 Maximum Term Contracts

Maximum term contracts shall apply to an Employee who is engaged for a specific project or for a specific period.

6 HOURS OF WORK

6.1 Ordinary Hours

The ordinary hours of work will be 1976 per annum (inclusive of all categories of leave), resulting in an average of 38 hours per week. The average hours of work can be worked on one of the following basis:

- 76 hours over fourteen consecutive days (aligning with the pay-period); or
- 152 hours over 28 consecutive days (aligning with two consecutive pay-periods); or
- such further extended cycles as agreed between Employer and Employee/s which produces an average 38 hours per week.

6.2 Seven Day a Week Positions

6.2.1 The ordinary hours of work for the following positions shall be worked up to within a 10-hour spread between commencement and completion on any shift Monday to Sunday this shall include a meal break not exceeding one hour's duration:

- Caretakers/hall keepers/caravan park employee;
- Catering/hospitality;
- Cleaners;
- Community Services Officers, as defined in this agreement;

- Garbage, sanitary and sullage services;
- Local Law Enforcement Officers and Community Safety Services;
- Public-Convenience Attendants;
- Street Cleaning Machine Operator;

6.2.2 Recquatic Centre Employees work on any five days of the week Monday to Sunday within a span of ten hours.

6.3 Library Employees

Notwithstanding the provisions of 6.1 hereof, Library Employees may be rostered such that the ordinary hours of duty shall not exceed an average of 38 hours per week, to be worked Monday to noon Saturday inclusive, within a 12-hour spread between commencement and completion of each shift.

6.4 Municipal (Depot) Workers (Not Already Listed In 6.2)

6.4.1 For Municipal Workers based at the Employer's Works Depot (other than those specifically referred to in 6.2), ordinary hours shall average 38 hours per week over two consecutive pay periods (i.e. four weeks), 6:00 am to 6:00pm Monday to Friday as required (excluding Shift Employees) and within a 10-hour spread between commencement and completion of work (including meal breaks).

6.5 Local Law Enforcement and Community Safety Services

At the time of lodgement of this agreement, the City resourced a service (City Assist) to extend to a 24-hour seven-day operation, therefore the provisions of subclause 6.12 Shift Work will be applied to these positions.

Other Community Safety Officers, not required to work shift work (as per subclause 6.12) will be provided for as per subclause 6.2.1.

6.6 Computer Operations/Information Technology Officers

Notwithstanding the provisions of 6.1 hereof: for Employees engaged in Computer Operations ordinary hours shall not exceed an average 38 hours per week to be worked between the hours of 6:00 a.m. and 6:00 p.m., Monday to Friday and 6:00 a.m. to 12 noon Saturday, and within a 10-hour spread between commencement and completion of work (including meal breaks), with the provision of an unpaid meal break of not less than 30 minutes within 5 hours of commencement.

6.7 Administration Employees (Not Already Listed In 6.2)

- 6.7.1 The ordinary hours of work for administrative positions may be worked on any weekdays (Monday to Friday inclusive) between the hours of 6.00am. and 6:00 pm and within a 10-hour spread between commencement and completion of work (including meal breaks).
- 6.7.2 The spread of hours may be altered by agreement between the Employer and the Employee and the agreement is recorded in writing and kept with the relevant time records.
- 6.7.3 Administration Employees may be given the opportunity to work ordinary hours outside the specifications in subclause 6.7.1 at base rates without overtime penalties by written agreement between the Employer and the Employee.
- 6.7.4 Neither the Employer nor an Employee can be forced to reach any agreement pursuant to subclause 6.7.2 and 6.7.3.

6.8 Ordinary Hours for All Other Positions

The ordinary hours of work for all other positions not specifically listed under this clause may be agreed between the Employer and the Employee.

6.9 Alternative Working Arrangements

Notwithstanding the provisions of this clause, the Employer and Employee(s) may agree to an alternative arrangement of how working hours may be worked without the application of penalty rates. Where such an agreement affects more than one Employee, the majority of Employees affected must agree to the change, in writing.

6.10 Rostered Day Off

Except where operations are changed to a shift roster (refer subclause 6.12 for definition), as outlined further in this clause, the Parties are committed to maintaining the Rostered Day System, but agree that work coverage will continue to be improved through better planning, and re-organising and/or scheduling of Rostered Days. Where it suits the teams, individuals and business needs, flexible working hours are encouraged and the parties agree to abide by the Employer's RDO Guidelines listed in Appendix D. The Rostered Day System applies to full-time employees and will be:

- 6.10.1 a 9-day fortnight for Administration Centre and Municipal (Works Depot) Employees, subject to other provisions under this clause;
- 6.10.2 for Family Day Care and Recquatic Employees, 152 hours, *typically* worked over 19 days within two fortnightly pay periods (but otherwise referred to as a "19 day month"), subject to subclause 6.2 "Seven day a week positions" – where such positions listed are based at Family Day Care or Recquatic;
- 6.10.3 that Library Employees will continue to work rostered hours appropriate to the Library's hours of operation and, where possible and mutually beneficial, rosters will be arranged so that full-time Employees attend the workplace 9

days (or less) per fortnight. Library Employees are not considered shift workers unless specifically advised of such in writing.

- 6.10.4 The Cleaners/caretakers will continue to work rostered hours appropriate to the cleaners/caretakers hours of operation and, where possible and mutually beneficial shifts will be arranged so that full-time Employees attend the workplace 9 days (or less) per fortnight. Cleaners/caretakers are not considered shift workers unless specifically advised of such in writing. The spread of hours to be worked between the hours of 6.00 am to 6.00 pm.

6.11 Breaks

The following shall apply regarding entitlement to breaks during working hours:

- 6.11.1 An Employee shall not be compelled to work for more than five hours without a minimum 30 minute unpaid meal interval except where an alternative arrangement is entered into by mutual agreement with the Employer. In the case of unforeseen circumstance, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.
- 6.11.2 A rest period of ten minutes from the time of ceasing to the time of resumption of work shall be allowed each morning. This rest period shall be counted as time off duty without deduction of pay and shall be arranged at a time and in manner to suit the convenience of the Employer. For shift workers, or other employees working at least eight ordinary hours per day at times other than in the morning, this rest break shall occur during the third hour of work (or as otherwise provided by the Employer), provided such a break concludes at least one hour before commencement of, or commences at least one hour following, any other break (eg. a meal break).

6.12 Shift Work

The provisions of this sub-clause apply to shift work whether continuous or otherwise rostered to work ordinary hours different to those provided under this clause – “Hours of Work”, and only where it is specified in writing to an Employee that s/he is to be working shifts (by specific reference to this subclause “Shift Work”).

- 6.12.1 The Employer may work any section or sections of his/her work force on shifts but before doing so shall give adequate notice of his/her intention to the affected Employees and of the intended starting and finishing times of ordinary working hours of the respective shifts.
- 6.12.2 Provided that the ordinary hours of an Employee on shift work shall not exceed 38 hours per week, or an average of 38 hours over a two pay period (i.e. a four week work cycle).
- 6.12.3 Where a shift commences at or after 11:00 p.m. on any day, the whole of that shift shall be deemed, for the purposes of this agreement, to have been worked on the following day.

6.12.4 A shift Employee, when on afternoon or night shift, shall be paid for such shift 15% more than his/her ordinary rate prescribed by this agreement (instead of the overtime penalties otherwise prescribed by this agreement).

6.12.5 Except as provided under 6.12.9, all work performed on a rostered shift, when the majority portion of such shift falls on a Saturday, Sunday or a holiday, shall be paid for as follows:

Saturday	at the rate of time and one half.
Sunday	at the rate of time and three quarters.
Holidays	at the rate of double time and one half.

6.12.6 A continuous shift Employee who is not required to work on a public holiday which falls on his/her normal day off shall be allowed a day's leave with pay to be added to annual leave or taken at some other time if the Employee so agrees.

6.12.7 A shift work roster shall be prominently displayed at the place of work in a position accessible to the Employees concerned. Employees shall be provided with at least 72 hours notice of any change in roster provided a lesser period can be agreed between the Employer and Employee.

6.12.8 For the purpose of this clause the following definitions shall apply:

Day shift	means any shift starting at or after 6.00am and finishing at or before 6:00pm
Afternoon shift	means any shift finishing after 6:00pm and commencing at or before midnight.
Night shift	means any shift finishing after midnight and commencing before 6.00am.

6.12.9 Notwithstanding the provisions of this clause, "Shift Work" where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 6.00am on Saturday of that week, shall be deemed to have been worked in ordinary working hours.

6.13 Casual Hours

The service of a casual Employee shall be terminated by one (1) hours' notice given by either the Employer or Employee, or by payment of one (1) hour's wage in lieu of notice.

7. SALARY

7.1 Pay Scales

The 2016 Employee salaries shall be based on the scales listed in appendix F.

7.2 Incremental Progression (Local Government Officers and Municipal Depot Workers only)

At the conclusion of each twelve month period following appointment to their position, or entry into a classification level, Employees shall be eligible for incremental progression in accordance with the following criteria:

- 7.2.1 The Employee has given satisfactory service over the preceding twelve months; AND
- 7.2.2 The Employee has acquired and is required by the employer to utilise and/or enhanced skills within the ambit of the level definition for his/her position or other skills where agreed at the staff development/performance review, and this has been certified in writing following, and as part of, the assessment process.
- 7.2.3 Movement to a higher level or classification shall only occur by way of promotion or reclassification.
- 7.2.4 Paragraph 7.2.1 is interpreted as meaning both technical/position performance and conduct that is consistent with all of the organisation's Staff Values, as listed in Appendix H.
- 7.2.5 In cases where the review is delayed the anniversary date shall not be changed and the increase, if any, will be paid retrospectively to the anniversary date.
- 7.2.6 The Employee may use the dispute resolution process contained within this agreement where s/he believes the criteria outlined in this subclause "Incremental Progression" were not applied correctly.

7.3 Classification/Reclassification of Positions

- 7.3.1 Positions will be classified in accordance with the level definitions provided for in this Agreement.
- 7.3.2 Job descriptions shall be used as the primary source of classifying positions. The position shall be evaluated and considered against the classification definitions in Appendices A, B & J.
- 7.3.3 Movement to a higher level or classification shall only occur by way of promotion or reclassification.
- 7.3.4 The Employee may make a written request for a position reclassification. Provided that where there are deemed to be exceptional circumstances an application may be lodged at any time. Should an Employee be successful in his/her position being reclassified, the date of effect shall be the date of lodgement of the application with the Human Resources Team.
- 7.3.5 The grounds for which a request for review may be made are, having regard to the classification definitions as specified in the Appendices A, B & J as follows:
 - 7.3.5.1 significant and identifiable changes in the nature and work value of the duties performed;
 - 7.3.5.2 significant increases in responsibilities;

7.3.5.3 significant change in the skills, knowledge and experience required to undertake the duties.

7.3.6 The Employee may use the dispute resolution process contained within this agreement where s/he believes the assessment of the reclassification request was not correct.

7.4 Annual Increases

7.4.1 Providing the commitments stipulated in Clauses 3 and 4 of this Agreement are met, the following increases shall be applied to all adult rates effective from the commencement of the pay period in which the 8th September falls:

- 2016 – From the commencement of the pay period in which the 8th September 2016 falls, a 2.00% salary increase;
- 2017 – From the commencement of the pay period in which the 8th September 2017 falls, a 2.00% salary increase;

The rates of pay that will be applicable to the employees covered by this Agreement are contained in Appendix F and F.1 of this Agreement.

7.5 Junior Employees

7.5.1 Junior Employees, except for Local Government Officers appointed on or after the 31st December 2008 are to be paid the following salary per week calculated as a percentage of the total minimum rate (Level) of pay for Local Government Officers and Municipal (Depot) Employees, or of the first three levels of pay for Recquatic Workers (according to position classification):

Age	%
Under 16 years of age	55
At 16 years of age	65
At 17 years of age	70
At 18 years of age	80
At 19 years of age	85
At 20 years of age	95
At 21 years of age	Adult rate

7.6 Local Government Officer Traineeships

Local Government Trainees employed under the Traineeship system shall be paid in accordance with either Skill Level A or B. Pay rates are listed in Appendix F.

7.6.1 Skill Level A Categories

Advanced Engineering Traineeship Level 3
Community Cultural Development Traineeship
Engineering Technician Traineeship

Home and Community Care
 Information Technology - all streams
 Library Aide (Education)
 Local Government (ATS and CST)
 Municipal Administration Local Government Office Library Assistant (Local Government)
 Office Admin. APS (all States)
 Office Admin. Traineeship Certificate II
 Office Clerical CST (all States)
 Office Systems: Software Support

7.6.2 Skill Level B Categories

Advanced Engineering Traineeship Level 1 (AQF2)
 Advanced Engineering Traineeship Level 2
 Local Government Child Care
 Municipal and General Waste Management
 Retail Waste Management

7.7 Municipal Apprenticeships

Municipal Apprentices are to be paid a salary per week is expressed as a percentage of the total minimum rate of pay for classification Municipal Level 4A:

4 year term	%
First year	42
Second year	55
Third year	75
Fourth year	88
3-1/2 year term	%
First six months	42
Next year	55
Following year	75
Final year	88
3 year term	%
First year	55
Second year	75
Third year	88

7.8 Cadetships

Professional cadetships may be offered from time to time, where an employee, or prospective employee, is pursuing a career in a profession utilised by the employer. An employee employed as a cadet may be paid a salary between Local Government Officers Level 2 and the Level that would normally be assigned to a graduate professional position in the same field. The decision to assign a level within these

bounds rests with the employer, and will be based upon the cadet's performance and academic progress.

7.9 Salary Packaging

Employees may, by written agreement with the employer, enter into a salary packaging arrangement. Any arrangement must comply with relevant taxation laws and the employer will not be liable for additional tax, penalties or other costs payable or which may become payable by the employee.

8. SUPERANNUATION CONTRIBUTIONS

8.1 Choice of Fund

The Employer will make superannuation contributions of the current prescribed superannuation guarantee contribution Employee's salary, during the term of the Agreement, inclusive of payments made in accordance with the Superannuation Guarantee Administration Act 1992 and the Superannuation Guarantee Charge Act 1992.

- 8.1.1 Payments made by the Employer in excess of the amount prescribed in Superannuation Guarantee Administration Act 1992 and the Superannuation Guarantee Charge Act 1992 (as varied from time to time) will be in accordance with Clause 8.2 of this agreement.
- 8.1.2 Employees shall have freedom of choice over the complying fund that their superannuation contributions are paid to, providing this choice is not changed more regularly than annually.
- 8.1.3 The default fund shall be the WA Local Government Superannuation Plan (WA Super). The employer shall ensure that the default fund offers a MySuper product. In the event that the default fund does not offer a default fund or ceases to offer a MySuper product, the Employer shall change the default fund to one that does offer a MySuper product.

8.2 Additional Contributions

The Employer has a desire to assist Employees with their future financial security and will match Employee superannuation contributions as set out in the following table, at any time where the SGC component is also required:

Employee % Contribution	Council % Contribution
1%	1%
2%	2%
3%	3%
4%	4%

5%	5%
6%	6%

8.2.1 At the request of the Employee, the Employer will allow the employee to make both salary sacrifice and post tax contributions from the payroll and may from time to time vary the amount of the Employee’s contributions towards superannuation by way of salary sacrifice and any variation will result in a altered cash component being paid. Where a salary sacrifice arrangement is in place, the salary for the calculation of contribution shall be based on the amount prior to the arrangement commencing, subject to taxation regulations.

8.2.2 The Superannuation Guarantee Contribution component (as defined in the *Superannuation Guarantee Administration Act 1992* and the *Superannuation Guarantee Charge Act 1992*) is additional to the above provisions and will be adjusted according to legislative requirement.

9. RELIEVING AND HIGHER DUTIES

If an Employee is engaged temporarily in duties of a classification higher than their own, he/she will be paid the higher classification rate according to the following conditions:

9.1 Municipal (Depot) Employees

9.1.1 Where an Employee performs any duty for which a wage higher than that of his/her own grade is fixed by this Agreement, for less than one hour in any one day, he/she shall receive for the time so worked the wages specified for each higher grade duty.

9.1.2 Where an Employee performs any duty for which a wage higher than that of his/her own grade is fixed by the Agreement, for more than one hour in any one day, he/she shall receive for that day the wages specified for such higher grade duty.

9.2 Local Government Officers & Recquatic Workers

9.2.1 An Employee who is directed to perform the duties applicable to a higher graded position for a continuous period of not less than five working days and satisfactorily carries out the duties and responsibilities applicable at the time the relief is performed, shall be paid the minimum salary of the higher graded position during the whole time of performing such duties. Where the higher grade position is a negotiated salary, the “minimum” salary for the purposes of this subclause shall be defined as 80% of the negotiated salary.

9.2.2 If an Employee is directed to perform the duties applicable to the higher graded position on any subsequent occasion within twelve months, the Employee shall only have to perform those duties for one working day or more in order to become entitled to the minimum salary of the higher graded position.

- 9.2.3 An Employee who is required to carry out part only of the duties of the higher position shall be paid at a rate as agreed between the Employee and the Employer.
- 9.2.4 Where an Employee, whilst acting in a higher classification position and in receipt of higher classification pay commences annual or personal leave, the Employee shall receive any payment to which he is entitled pursuant to this Agreement at the higher classification rate if the Employee has been engaged on the higher duties continuously for three calendar months or more immediately preceding the taking of annual or personal leave or public holidays.
- 9.2.5 When an Employee, whilst acting in a higher classification position and in receipt of any higher classification pay pursuant to this clause, performs such higher classification work outside his/her ordinary working hours, he/she shall receive any overtime payment to which he/she is entitled pursuant to this Agreement, based on the higher classification rate.

10. ANNUAL & CULTURAL LEAVE

10.1 Rate of Accrual

An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

- 10.1.1 By agreement between the Employer and an Employee, the Employee may request in writing up to 76 hours of annual leave per annum be cashed out (pro rata for part-time Employees). Cashing out of leave will only be granted under exceptional circumstances, at the discretion of the relevant Director. When annual leave is cashed out in accordance with this subclause, the normal entitlements applied to superannuation will be adhered to.

10.2 Leave Loading and Payment Of

A loading of 17.5% will apply to the Employee when taking annual leave accrued under subclause 10.1.

- 10.2.1 Payment of leave loading in advance of taking annual leave can be applied for with the provision that the leave equals or exceeds a period of two weeks.

10.3 Timing of Annual Leave

Annual leave shall be taken at such a time mutually convenient to the Employer and the Employee and in accordance with relevant guidelines as provided by the Employer from time to time.

10.4 Christmas Close-Down

The Employer may require annual leave to be taken during a Christmas close-down.

10.5 Annual Leave Entitlements for Shift Worker

As per the National Employment Standards in the *Fair Work Act 2009* (section 87 (1)(b)(ii)), employees who are defined as shift worker will be entitled to 5 weeks of paid annual leave.

10.6 Continuation of Additional Week's Leave

Environmental Health Officers appointed on or before the 31st December 2008 and in receipt of an additional week's leave (excluding leave loading) shall not lose that entitlement for the remainder of their appointment in gazetted Health Officer Positions, unless individually bargained-out subsequent to the registration of this agreement.

10.7 Public Holidays During Annual Leave

If any prescribed holiday falls within an Employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day, for each such holiday observed.

10.8 Cultural Leave

Employees covered by this Agreement, who practice spiritual and/or religious beliefs, shall be afforded a reasonable opportunity by his or her Employer to follow and practice the requirements of that culture or spiritual or religious belief. Where this involves time away from work, arrangements will be made for the Employee concerned to take annual leave or accumulated rostered days off for the purpose, if leave is not otherwise provided under this Agreement. Alternatively, the Employer and the Employee concerned may agree to time off without pay, with the approval of the relevant Director. Time off without pay for this purpose will be treated in the same way as any other approved leave without pay (i.e. may not be considered effective service). Provided that an Employer may require reasonable evidence of the legitimate need for the Employee to be allowed the required time off from work.

10.9 Exemption for Casual Employees

This clause, "Annual and Cultural Leave" shall not apply to Casual Employees.

11. PERSONAL LEAVE

11.1 Purpose of Personal Leave

Paid personal leave is available to the employee when s/he is absent:

- 11.1.1 due to personal illness or injury (sick leave); or
- 11.1.2 for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support (carer's leave); or
- 11.1.3 because of bereavement on the death of an immediate family or household member (See "Compassionate leave").

11.2 Accrual & Entitlement

The amount of personal leave to which the employee is entitled depends on how long they have worked for the employer as indicated below (pro-rata for part-time employees).

Length of time worked for the employer	Personal leave (hours)
On commencement	76
On commencement of 2nd and 3rd year of continuous Service	76
On commencement of 4th and subsequent years	91.2

11.3 Carer's Leave

The employee is entitled to use accrued personal leave entitlements to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned.

- 11.3.1 In normal circumstances an employee shall not take carer's leave under this clause where another person has taken leave to care for the same person.
- 11.3.2 The entitlement to carer's leave is subject to the person taking the leave being either a member of the employee's immediate family or a member of the employee's household.
- 11.3.3 The term immediate family is defined in Appendix E.

11.4 Additional (Unpaid) Carer's Leave

Where an employee has exhausted all accumulated personal leave entitlements, the employee is entitled to take unpaid family leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and employee shall agree on the quantum of unpaid leave to be taken. In the absence of agreement the

employee is entitled to take up to two days per occasion provided that the requirements of **11.3 and 11.7 are met.**

11.5 Compassionate Leave

Additional to the accrual entitlements provided in subclause 11.2, the employee is entitled to take up to two days' paid bereavement/compassionate leave on any occasion on which a member of the employee's immediate family or household dies, or becomes seriously ill posing a threat to life.

11.5.1 The entitlement to compassionate leave is subject to the person taking the leave being either a member of the employee's immediate family or a member of the employee's household.

11.5.2 A part-time employee is entitled to the same benefit as a full-time employee as expressed in this subclause excepting that the entitlement shall only apply where the part-time employee would normally be working on the day(s) of absence on bereavement/compassionate leave.

11.5.3 Paid compassionate leave counts as service for all purposes, and may be taken in one continuous period, or separate days, as agreed between the employer and employee.

11.5.4 An employee will be entitled to an additional two days leave without loss of pay on each death of a member of the employee's immediate family where that death occurs outside Australia. The employee must produce satisfactory evidence of the death to be eligible for this entitlement.

11.6 Additional Paid & Unpaid Compassionate Leave

11.6.1 Additional to the provisions of subclause 11.5, the employee is entitled to use up to three days (per occasion) from his/her paid personal leave balance accrued in accordance with sub clause 11.2.

11.6.2 In addition to the entitlement to paid compassionate leave, an employee will be entitled to up to five days unpaid bereavement/compassionate leave in respect of the death of a member of the employee's immediate family or household.

11.7 Substantiation for Personal & (Including Compassionate) Leave

The employee must, if required by the employer, establish by production of a medical/death certificate or statutory declaration the need for personal leave.

11.8 Exemption From Personal (Including Compassionate) Leave Entitlements

The provisions of this clause with respect to payment do not apply in the following cases:

- 11.8.1 where an employee is receiving workers' compensation payments;
- 11.8.2 where an employee's injury or illness is as a result of the employee's serious and wilful misconduct.

11.9 During Periods of Annual Leave

Where an employee suffers personal ill health or injury during the time when he/she is absent on annual leave, the employee may apply for and the employer shall grant paid personal leave in place of paid annual leave.

- 11.9.1 Despite clause 11.7, where an employee applies for paid personal leave in place of paid annual leave, the employee must produce a certificate from a registered medical practitioner attesting to the employee's illness or injury.
- 11.9.2 The provisions of this subclause only to apply where the illness or confinement would have normally prevented the employee from attending work, had s/he not otherwise been on annual leave.
- 11.9.3 Payment for replaced annual leave shall be at the rate of salary applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in clause 10 - Annual & Cultural Leave, shall be deemed to have been paid with respect to the replaced annual leave.

11.10 Cash-out of Personal Leave on Termination After 10 Years

Upon termination, an employee who has served continuously with the City of Kwinana for a period of 10 years will be paid 50% of the employee's personal leave accrual.

It is not the intention of the scheme to encourage "sick" employees to attend work. Employees who are ill are encouraged to see their medical practitioner and if required not to attend the workplace.

12. PARENTAL LEAVE

Employees will be eligible to apply for parental leave.

12.1 Types of Parental Leave

Parental Leave encompasses Maternity Leave, Paternity Leave and Adoption Leave, and is available to all full and part-time employees who have been employed for a 12 month period or more before the commencement of the leave.

12.1.1 Maternity Leave is available to an employee giving birth to a child.

12.1.2 Paternity Leave is available to an employee that is the spouse/partner of a person giving birth to a child.

12.1.3 Adoption Leave is available to an employee adopting a child.

12.2 Paid/Unpaid, and Accrual Entitlements

Except where otherwise provided under this subclause, parental leave is unpaid (including Public Holidays), and is available for a period of up to 104 weeks in one unbroken period. Personal leave is not available and no leave entitlements accrue during the period of unpaid Parental Leave.

12.2.1 The following paid parental leave is provided:

- *6 (six) weeks maternity leave* for the birth mother, to be taken in one continuous block from the commencement of the parental leave period.
- *4 (four) weeks primary care giver leave* will be available to an employee who is eligible for parental leave and who becomes the primary care giver within the first six weeks following the birth of the child because the birth mother is incapable of being the primary caregiver. Paid leave is subject to production of a statutory declaration or medical certificate.
- *4 (four) weeks adoption leave* will be available to a primary care giver eligible for parental leave at the time of adoption of a child. Adoption leave applies only to the adoption of children under five years of age, and does not apply where the Employee adopts, or takes custody of a child who has previously lived with him/her.
- *1 (one) week's supportive parent leave* will be available to all Employees eligible for parental leave and who will support the birth mother and/or assume a secondary role in caring for the child upon the child's birth; or if a child is stillborn.

12.2.2 Part-time Employees are eligible for paid parental leave paid on a pro-rata basis of the average weekly hours for the preceding 12 months.

- 12.2.3 Long Term Casual Employees may also be eligible for unpaid parental leave as per National Employment Standards (NES).
- 12.2.4 The Employee may take any other forms of paid leave to which they are entitled, such as annual or long service leave, in substitution for some or all of this 104 week period. The maximum entitlement to Paternity Leave is reduced by any maternity leave taken by the employee's spouse/partner/co-parent. Paternity Leave cannot normally be taken while the employee's spouse/partner/co-parent is on maternity leave, with the exception of the one week in which the birth of the child occurs, or an unbroken period of up to three weeks at the time of the placement of the adopted child.
- 12.2.5 An Employee who is entitled to paid parental leave has the option of taking the leave on full pay or half pay. Where the half-pay option is taken up, it will effectively be the same as if the Employee reduced their normal working hours by 50% for a period of 12 weeks (i.e. annual leave and other applicable accruals will be pro-rata).
- 12.2.6 Continuity of service is not broken while an employee is on parental leave. However, the time taken for unpaid parental leave is not counted as service for the purposes of calculating leave entitlements and increments based on years of service. All existing entitlements accrue during the period of paid leave but not during the period of unpaid leave.
- 12.2.7 An employee may not proceed on a second or subsequent period of paid parental leave until they have served twelve (12) months effective continuous service from the date of re-commencement of duty following a previous period of Parental Leave.

12.3 Employee to Provide Notice

An employee must provide 10 (ten) weeks' notice to the employer in advance of the expected date of commencement of parental leave. An employee will not be in breach of this clause if the failure to give the required notice period is because of the birth occurring earlier than the presumed date. In the case of adoption, the Employer will allow a reasonable amount of flexibility for the employee to vary the anticipated commencement date, and the Employee will not be in breach of this clause if the relevant adoption agency provides notification of adoption procedures earlier than previously indicated by that agency. If the adoption commences later than originally anticipated, the Employer shall allow the employee to delay the commencement of leave, provided a relief employee has not already been appointed for the Employee's substantive position.

The application and notice for parental leave must be in writing and specify the following:

- 12.3.1 in the case of maternity leave:
- the expected date of birth (included in a certificate from a registered medical practitioner stating that the employee is pregnant);
 - the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks;

- a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse/partner/co-parent and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment;
- where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

12.3.2 in the case of paternity leave:

- a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of birth, or states the date on which the birth took place; and
- written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- except in relation to leave taken simultaneously with the child's mother under clauses 12.2.1 and 12.2.4 a statutory declaration stating:
 - he will take that period of paternity leave to become the primary care-giver of a child;
 - particulars of any period of maternity leave sought or taken by the mother of his child; and
 - that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

12.3.3 in the case of adoption leave:

- where required by the employer, confirmation from the appropriate government authority of the placement; and
- written notification of the dates on which s/he proposes to start and finish the period of adoption leave; and
- a statutory declaration stating:
 - the employee is seeking adoption leave to become the primary caregiver of the child;
 - particulars of any period of adoption leave sought or taken by the employee's spouse/partner/co-parent; and
 - that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

12.4 Transfer to a Safe Job

12.4.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions

attaching to the employee's original job until the commencement of maternity leave.

12.4.2 If the transfer to a safe job is not practicable, the employee is entitled to paid no safe job leave.

12.4.3 If the transfer to a safe job is not practicable and the expected date of the birth of the employee's child is within six weeks, the employee may elect, or the employer may require the employee, to commence parental leave.

12.5 Returning to Work After a Period of Parental Leave

12.5.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

12.5.2 Employees returning from periods of Paternal Leave are entitled to the same position held by them immediately before going on leave, or if this position is no longer available, a position as nearly comparable in status and salary to that of their former position.

12.5.3 An employee returning from parental leave, and providing the minimum required notice of return, may request the employer to allow the employee to return on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities. The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities.

12.6 Special Maternity Leave

12.6.1 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary. Alternatively, the employee may take paid personal leave if she has sufficient credits.

12.6.2 Where an employee is suffering from an illness not related to the direct consequences of the birth an employee may be entitled to paid personal leave in lieu of, or in addition to, special maternity leave.

12.6.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 104 weeks.

12.7 Employee Not to Engage in Paid Employment

Employees on parental leave may not engage in any other paid employment without prior approval from the Chief Executive Officer.

13. COMMUNITY SERVICE LEAVE

Community Service Leave is provided for as in the National Employment Standards (NES).

14. PUBLIC HOLIDAYS

14.1 Gazetted Public Holidays

The employee shall be entitled to the gazetted public holidays.

14.1.1 On Easter Tuesday and the working day after the New Year's Day holiday each year, an Employee who is scheduled to work those days or is on paid leave shall become entitled to a day's paid absence in lieu for each of the two days.

14.2 Public Holidays & Annual Leave

Public holidays are not absorbed against annual leave taken, but represent an additional day.

15. OVERTIME, TIME IN LIEU & PENALTY RATES

Overtime shall mean all work performed in excess of the ordinary hours on any day, or outside the spread/span of ordinary hours on any day, or in excess of the ordinary weekly (average) hours. Except as provided elsewhere in this agreement, this clause shall apply.

15.1 Times For Which Penalties May Be Applied

15.1.1 Except where clause 6 of this agreement provides otherwise, overtime will be paid at the rate of time and a half for the first two hours, double time thereafter, and shall be calculated on a daily basis.

15.1.2 All overtime worked after noon on Saturday and all time worked on Sunday shall be paid for at the rate of double time.

15.1.3 All time worked on a gazetted public holiday shall be paid for at the rate of double time and a half.

15.2 Recall

If the employee is recalled to work overtime after leaving work, they shall be paid a minimum of three hours at overtime rates.

- 15.2.1 if a recall occurs, time reasonably spent in getting to and from work shall be counted as time worked.
- 15.2.2 The Employee will not be required to work the full three hours if they finish the work in a shorter time.
- 15.2.3 When the Employee is called out for duty more than once within the initial three-hour call out period, then they shall not be entitled to any further payment for time worked within that period of three hours.
- 15.2.4 When the overtime work extends beyond the minimum period of three hours, payment shall be made for the actual time worked at overtime rates.

15.3 Time In Lieu

By agreement, the employee may take accrued overtime as time in lieu, at the applicable penalty rate.

15.4 Ten-Hour Break Between Shifts

When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that an employee has at least ten consecutive hours off duty between the work of successive days.

- 15.4.1 An employee (other than a casual employee) who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times shall, subject to this paragraph be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 15.4.2 If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

15.5 Approval to Work Overtime

Overtime must be approved and the employee shall work a reasonable amount of overtime, when requested, in accordance with Appendix I. No overtime shall be worked without the approval of the appropriate authorised Officer unless the urgency of the work is such that the approval cannot be gained until after the work is performed.

15.6 Exempted Employees

This clause "Overtime, Time In Lieu, & Penalty Rates" with the exception of subclause 15.10 does not apply to employees receiving an annual salary equal to or above Local Government Officers Level 7 step 2.

15.7 Allowance In Lieu of Overtime Penalties

The employee and employer may enter into a written mutual agreement in respect of the payment of an allowance in lieu of overtime penalties.

15.8 Prevailing Clause

Provided that, where any inconsistency arises between this clause (clause 15) and clause 6, clause 6 shall prevail.

15.9 Postponement of Meal Times for Municipal (Depot) Employees

When a Municipal employee is required for duty during their usual meal time, and their meal time is thereby postponed for more than half an hour, they shall be paid at overtime rates until they get their meal time.

15.10 Additional ("Unsociable Hours") Rates for Ordinary Hours of Work

15.10.1 When a Library Employee is rostered to perform at least one ordinary hour of work between 6 pm through to 6 am weekdays, or up to midday on Saturdays, they shall receive an additional 10% loading for all ordinary hours worked for that pay period.

15.10.2 Except as hereinafter provided, Employees specified in 15.10.3 below or are otherwise included via specific reference to this paragraph elsewhere within this agreement, who perform ordinary hours of work between the hours of 6:00 p.m. and 6.00 a.m., Monday to Friday inclusive, shall be paid an additional loading of 15% for each hour so worked or part thereof. Where an Employee has made alternative arrangements in accordance with subclauses 6.8 and 6.9 the provisions of this subclause shall not apply.

15.10.3 Except as hereafter provided, Employees specified in 15.10.3 or are otherwise included via specific reference to this paragraph elsewhere within this agreement, who perform ordinary hours of work on a weekend, shall be paid an additional loading of 25% for each such hour performed on a Saturday and an additional loading of 50% for each hour worked on a Sunday.

- Subclause 15.10.2 and 15.10.3 shall apply to Local Law Enforcement Officers and Community Safety Services, Recreation Clerical Staff, Data Input Operators/Supervisors, IT/Computer Operators and System Support Officers, Cleaners; and Public-Convenience Attendants.

(Note: That at the time of this agreement the City's Law Enforcement Service operated as a 24 hour 7 day operation and falls in the provision of Shift Work. (Refer subclause 6:12) Therefore, this subclause does not apply).

15.10.4 Caretakers shall be paid an additional 25% loading for all ordinary hours worked after midnight and before 5.00 a.m., Monday to Friday and 50% loading for ordinary hours performed on a Saturday or Sunday.

15.10.5 Law Enforcement Officers (including Rangers) who agree to work ordinary hours over more than five consecutive days shall be paid a loading of 15% on all ordinary hours.

(Note: That at the time of this agreement the City's Law Enforcement Service operated as a 24 hour 7 day operation and falls in the provision of Shift Work. (Refer subclause 6:12) Therefore, this subclause does not apply).

15.10.6 Where two or more additional rates under this agreement would apply (i.e. and it is not already expressly stated which rate will prevail) the Employee shall receive only the higher of the rates.

16. CONSULTATIVE COMMITTEE

16.1 Establishment and Committee

A Consultative Committee shall be established prior to the 1st of July 2017 and will remain in place for the effective life of this Agreement.

16.2 Terms of Reference

16.2.1 The purpose of the Consultative Committee is to monitor and review the progress of this Agreement, from time to time.

16.2.2 The scope of the Consultative Committee is to:

- represent the employees and bring to the attention of the Employer matters relating to the progress and operation of the Agreement, if and when any part of the agreement is in dispute collectively; and
- assist the employer with the implementation particularly where an employee or group of employees is allegedly not complying with his/her/their obligations under the agreement.

Issues which relate to one work group, group of individuals or an individual will be dealt with at work group level through the normal operational procedures, before the assistance of the Consultative Committee maybe called upon, if the Employer deems this to be necessary, and the

Consultative Committee will not be involved in disputes involving only one employee.

The Consultative Committee is not a decision-making group. It is a discussion and recommendation forum for all parties to this Agreement in the event of a collective dispute. The Consultative Committee operates by consensus and if a satisfactory resolution is not obtained, the matter will then be addressed through the dispute resolution procedures.

16.2.3 The Consultative Committee's approach is - the 3 C's:

- Constructive - offering suggestions, not just problems or demands
- Co-operative - we are all on one team;
- Casual and conversational - not formal.

16.2.4 Representation on the Consultative Committee shall consist of:

- A representative from each directorate or as agreed between the employee and employer.

16.2.5 The Team shall consist initially of those elected to the Collective Agreement Negotiation Team. Election of Employee Consultative Committees' representatives shall occur by secret ballot, using a simple preferential system. Proxies for each employee representative will be the nominee who receives the second highest number of votes for their respective positions following the distribution of preferences. Where election occurs uncontested, the elected representative will be allowed to choose his/her proxy without further election processes.

16.2.6 Term of appointment to the Consultative Committee for Employee representatives will be the life of this agreement.

16.2.7 Where a vacancy occurs for an employee representative, an election will be called and a secret ballot conducted to fill the vacancy for the remainder of the term.

16.2.8 Consultative Committee meetings require a quorum of at least one (1) Employer representative plus the employee representatives relevant to the issue at hand to be present.

16.2.9 Minutes will be taken of each meeting and made available to all staff.

16.2.10 Meetings will be scheduled as required, and at least once per financial year, ideally in the first month of each financial year.

17. CONSULTATION PROCEDURE

The City will use the Model Consultation Term from the *Fair Work Regulations 2009* -

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

(1) This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

(2) For a major change referred to in paragraph (1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (c) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(15) The employer must give prompt and genuine consideration to matters raised about

(16) the change by the relevant employees.

(17) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

18. ALLOWANCES & REIMBURSEMENTS

All dollar rates for allowances and reimbursements allowable under this agreement are listed in Appendix G.

18.1 First Aid Allowance

An Employee who is appointed by the Employer to render first aid and who is a current holder of proper first aid qualifications, shall be paid an allowance for each completed fortnightly pay period. Procedures for First Aid Officers will be in accordance to the Employer's policy.

18.2 Meal Allowance During Overtime

18.2.1 Subject to the provisions of 18.2.3, an employee required to work overtime for more than two hours shall be paid for a "first meal" and, if owing to the amount of overtime worked, a second or subsequent meal is required they shall be paid for a "subsequent meal" for each meal so required. Where payable, payment shall be made at the rate specified in Appendix G. This shall not apply where meals are provided by the employer at the employer's cost.

18.2.2 The provisions of 18.2.1 do not apply in respect of any period of overtime for which the employee has been notified on the previous day or earlier that they will be required.

18.2.3 If an employee to whom 18.2.2 applies has, as a consequence of the notification referred to in that paragraph, provided themselves with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, they shall be paid, for each meal provided and not required, the appropriate amount prescribed in 18.2.1.

18.2.4 The Meal Allowance provided under this subclause "Meal Allowance During Overtime" is only payable where the overtime required of an Employee immediately follows a period of ordinary hours, and is conditional upon the Employee actually taking an unpaid break of between 30-60 minutes in which to consume the meal.

18.3 Travel Allowance

18.3.1 An employee required to work overtime which commences or finishes at a time when their normal means of private or public transport is not available at the time shall be reimbursed the cost of a taxi fare, as follows:

- a) from the employee's home to place of employment and/or
- b) from the place of employment to the employee's home.

18.3.2 This provision shall also apply to an employee who is detained at work and who is not in receipt of overtime payments, however, this provision shall not

apply where transport is provided by the employer or at the employer's expense.

18.4 Reimbursement for Private Vehicle Mileage

18.4.1 The Employer shall reimburse all reasonable travelling expenses incurred where an Employee is requested and authorised to use their own motor vehicle in the course of their duties at the rate specified in Appendix G.

18.4.2 Where an Employee is required to report for work at a location other than their normal location, travelling expenses shall be paid for the distance that the journey exceeds the distance the Employee normally travels to and from work.

18.4.3 An Employee who is required by the Employer to use their four-wheel drive vehicle because of the nature of the terrain to be traversed and/or weather conditions shall be paid an allowance in addition to the allowance prescribed in 18.4.1. The amount of such allowance shall be fixed by agreement between the Employer and the Employee in the light of the particular circumstances calling for the use of a four-wheel drive vehicle.

18.4.4 An Employee who is required by the Employer to use their own trailer for the purpose of carrying material, other than the Employee's own tools, for the Employer, shall be paid an allowance in addition to the rates prescribed in 18.4.1 and 18.4.3. The amount of such an allowance shall be fixed by agreement between the Employer and Employee in the light of the particular circumstances in which the trailer is used.

18.5 On Call/Emergency-Recall Arrangements for Rangers

At the time of lodgement of this agreement, the Employer's Ranger unit (now called City Assist) operate as a full 24 hour seven day operation as per the Shift Work arrangements provided in subclause 6.12. Therefore, at the time of lodgement of this agreement subclause 18.5 does not apply.

18.5.1 On-Call Arrangements

- a) The Rangers will maintain a roster cycle for call-outs.
- b) Rostered staff will record all call-outs as per the City's outlined processes.
- c) On-call arrangements and on-call payments will include the Ranger Coordinator, permanent and relief Rangers.
- d) Attendance at call-outs is to be in accordance with Employer policy in effect at the time.

18.5.2 On-Call Allowance

- a) The Employer agrees to the payment of the allowance listed in Appendix G, per hour for on-call periods, and to be paid at the completion of each rostered period. The allowance will be paid regardless of any call-outs, and will cover the following periods;
 - Monday to Friday 6.00pm to 7.00am
 - Saturday, Sunday 5.00pm to 8.00am
 - Public Holidays 8.00am to 5.00pm
- b) There will be three (3) hours' pay for each call-out. Where an officer is called out for duty more than once within the period of three hours from the start of the initial call-out for duty, the officer shall not be entitled to any further payments for time worked within that period of three hours.
- c) Where the overtime worked extends beyond the minimum period of three hours, payment shall be made for the actual time worked at overtime rates.

18.5.3 Commuting Rights

Rangers allocated a vehicle will have personal commuting rights within the Perth Metropolitan area as defined by the boundaries of the Metropolitan Region Scheme, as established under the *Planning and Development Act 2005*, which may be amended from time to time, on the basis that work can commence from the point at which they are called out. The Rangers vehicle is not to be used for personal shopping. Rangers will be responsible for the vehicle in accordance with the Employer's Vehicle Policy.

18.6 Damage to Clothing and/or Spectacles (Municipal Works Depot Employees Only)

When the Employer requires an employee to wear protective clothing, such protective clothing will be provided and replaced when damaged. Protective clothing may include personal clothing used for inclement weather.

The Employer will reimburse the employee for spectacles, contact lenses and hearing aid which may be damaged as a result of carrying out the normal course of an employee's work.

Provided that such damage is not in any way caused by the Employee's own act or neglect, and that appropriate precautions were taken to prevent the damage from occurring.

The Employer shall maintain a policy which provides further detail with regards to Personal Protective Equipment.

19. TRAINING AND DEVELOPMENT

The Parties recognise the need for a more highly skilled, flexible and adaptive workforce in order to bring about our desired improvements. The training principles will be to:

- ensure the continuous development of skills;
- develop an organisation that provides people with development opportunities;
- establish a culture of well-defined behaviours supported by training and development tools;
- provide opportunities for job rotation to enhance career prospects for all Employees.

19.1 Multi-skilling

The Parties are committed to the concept of multi-skilling where there may be significant benefits to both the Employee and the Employer. It is recognised that multi-skilling will lead to a higher level of customer service which will have a positive impact on the performance of the organisation. It is recognised that Employees will be paid appropriately for work undertaken at a higher level than prescribed in the job description.

19.2 Training Evaluation and Conference Reports

Following completion of a training course, attendees must complete an evaluation form provided and return to Human Resources within one week of completion of the course. Delegates attending seminars and/or conferences are required to submit to their relevant Directors a summary report of the content of the seminar/conference within the timeframe specified by the Employer's policy. The Employee must also submit a copy of seminar/conference reports to Human Resources for inclusion on his/her file.

The Employer shall maintain a policy that relates to training and conferences and the requirements for evaluation.

19.3 Engagement of Indigenous Persons

On request, when engaging a multi cultural workforce, the Employer shall provide appropriate cultural training that recognises the diversity of its workforce and shall include recognition of their indigenous beliefs and culture.

20. ADDITIONAL BENEFITS

20.1 Study Leave

The Employer shall maintain a Study Leave Policy which provides further detail with regard to study leave and reimbursements for study fees.

20.2 Employee Well-Being

The Employer recognises the importance of taking a holistic approach to Employees' well-being which includes their physical and emotional health. Healthy staff are better able to cope with the demands of the workplace.

20.2.1 Physical well-being:

Physically fit staff are less likely to become ill, take sick leave, become injured and if unwell, recover more quickly.

- The Employer provides access to a healthy lifestyles program which assesses individual physical health. Free use of the Employer's Recquatic Centre is also encouraged to provide staff with support to improve physical fitness (refer to Employer's policy for terms and conditions)
- The Employer is also developing a healthy lifestyles program which may involve other organised activities for Employees which encourage appropriate management of diet, weight, smoking and any other similar behaviour which can impact adversely on health and well-being.
- With due regard to the nature of the employment of an individual, Employees on request, may be provided with tetanus, flu, and hepatitis injections, or any other relevant immunisation as required to prevent illness and loss of work time.

20.2.2 Emotional well-being

Emotional well-being and resilience are equally important components of overall well-being.

- The Employer recognises that personal issues can impact on an employee's ability to carry out their duties in the work place and provides access to a free, confidential counselling service to assist Employees experiencing personal or work related problems.
- In addition, the Employer recognises that issues in the workplace can contribute to an Employee's emotional well-being. Discriminatory practices including bullying and harassment are not tolerated. The Employer is committed to ensuring that it takes all reasonable steps to ensure that inter-personal relationships are managed professionally

and that all Employees and customers understand what their rights and obligations are in terms of their behaviour towards others. The Employer will maintain a policy to reflect this.

- The Employer recognises that workplace change can create uncertainty and anxiety and commits to using as consultative a process as possible through the various team meetings and cross-functional groups for major change initiatives.
- The Parties are committed to ensuring that appropriate and confidential assistance is readily available to all employees as outlined in the Employer's Employee Assistance Guideline.
- The Employer is not responsible for providing therapeutic services but will assist by providing information and the details of advisory services, where practicable, for dealing with major life issues such as gambling, substance abuse addictions, or other life issues. The Employer will consider what policy and/or processes other than access to the EAP it may adopt via the consultative process in situations where staff members are confronting serious personal issues which are affecting their work performances.
- It is emphasised that the Employer is not a therapeutic environment and does not wish to intervene in the private and personal lives of staff without their consent.

20.3 Work-Family Balance

20.3.1 Flexible Work Practices

The Employer will provide flexible work practices as per the National Employment Standards (NES).

20.3.2 Children's Holiday Programs Provided at Cost

To support working families, all non-casual staff are entitled to use the children's holiday programs provided by the Employer's Recquatic Centre at cost. Usage is otherwise in accordance with the Centre's rules and Employer's policy.

20.4 Emergency/Short Leave

The flexibility shall exist to allow Employees the right by mutual agreement and subject to notice and advice to take short or emergency leave out of existing annual leave and accumulated day off entitlements. Such leave shall include the following:

- additional compassionate leave to the entitlements otherwise granted under this agreement;
- house transfer and relocation;

- emergency situations; or
- other specified purposes as agreed between the Employee and the employer in the moment.

20.5 Annual Leave Option Policy 48/52

A 48/52 leave option is available, based on the principle Employees being able to request to the team that they take four weeks leave in addition to the normal four week annual leave in a year and receive 48 weeks' salary, which would be averaged and payable over 52 weeks. Procedures for taking up this option shall be in accordance with the Employer's 48/52 Leave Policy.

20.6 Deferred Salary Policy

An Employee who agrees to work for 4 years at 80% of their normal salary will be entitled to a year of paid leave at that rate, without it being considered as a break in service, as specified in the Employer's Deferred Salary Policy.

20.7 Long Service Leave

20.7.1 Unless stated in this subclause, long service leave will be paid in accordance with the Local Government (Long Service Leave) Regulations.

20.7.2 Where an employee has completed at least seven (7) years continuous service but has not become entitled to any period of long service leave, the employee may elect to take pro rata long service leave on the basis of one and three-tenths weeks leave for each year of continuous service that he/she has completed.

20.7.3 If an employee elects to take pro rata long service leave under subclause 20.7.2, their accrued entitlement after 10 years will be reduced by the amount of leave taken.

20.7.4 *Part-Time Employees*

20.7.4.1 Where an Employee, at the time the long service falls due, is working part-time, but previously (within the ten year long service leave accrual period) worked full time *for the Employer*, the Employee will be paid an amount which reflects their average hours worked per week during the portion of qualifying service that was worked with the Employer.

- a) The amount that the employee will be paid will be the employee's current rate multiplied by the average hours per week employed during the previous qualifying period that was served with the Employer.

- b) Where the long service leave is deferred beyond six months from falling due, the Employee will be paid according to the deferred long service leave procedure.

20.7.4.2 This subclause shall only apply to Long Service Leave *taken* (i.e. not cashed out, either by deed of compromise or upon termination) in accordance with the Employer's Policies on leave management and while serving with the Employer.

20.8 Uniforms

The Employer acknowledges the extent to which corporate uniformity can impress on customer perceptions and will encourage staff to wear uniforms by providing generous annual subsidies for purchase of uniforms, and free provision where the uniform is compulsory. Procedures for uniforms will be in accordance with the Employer's Uniform Policy.

20.9 Make-up Time

The Employer recognises the importance of maintaining family-friendly practises and allows for the following flexibility in order to support Employees with family responsibilities.

20.9.1 An Employee, other than an Employee on shift work, may elect, with the consent of the Employer, to work make-up time, under which the Employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the agreement.

20.9.2 An Employee on shift work may elect, with the consent of their Employer, to work make-up time under which the Employee takes ordinary time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

20.9.3 The provisions of this subclause are subject to the Employer's right to maintain the continuity of its services.

20.10 Use of GPS Technology

20.10.1 In consultation with affected employees and the Unions that are signatories to this Agreement, the City will develop, and thereafter implement for the life of this Agreement, a policy regarding the use of GPS Technology in the City's vehicles.

20.10.2 The GPS Technology may be installed in the City's vehicles to allow the City to maximise operational safety, risk and efficiency.

20.10.3 This clause does not constitute a waiver by any employee of their rights under the *Surveillance Devices Act 1998* (WA).

21. ORGANISATIONAL POLICIES AND PROCEDURES

The Employer shall ensure that all policies and procedures are communicated in writing to Employees. The Employees shall familiarise themselves with and abide by all of the Employer's lawful rules, regulations and policies as may be current from time to time.

22. OCCUPATIONAL SAFETY AND HEALTH

A safe working environment will impact positively on morale and ultimately on the organisation's performance. The Parties recognise the legislative requirements as set out in the Occupational Safety and Health Act 1984 and Regulations. The Parties are therefore committed to ensuring the provision of a healthy and safe work environment for all Employees and to promoting the well-being of all Employees.

22.1 Inclement Weather – Municipal (Depot) Employees

An Employee shall be entitled to payment of wages and allowances for any loss through inclement weather as defined below:

- 22.1.1 "Inclement weather" shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe smoke or dust storm, extreme of high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for workers exposed thereto to continue working whilst the same prevail.
- 22.1.2 For the purposes of this clause weather shall not be regarded as inclement unless it is mutually agreed between manager, supervisor and Employees concerned.
- 22.1.3 Except as provided in subclauses 22.1.4 hereof, no Employee shall be required to work exposed to inclement weather conditions. For the purposes of this subclause, an Employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.
- 22.1.4 Completion of "bitumen/concrete pours" and emergency work:
- a) Except as provided in this subclause an Employee shall not be required to work in the rain.
 - b) Employees shall not be required to start a pour in inclement weather.
 - c) Where a pour has been commenced prior to the commencement of a period of inclement weather Employees may be required to complete such pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.

If the Employee's clothes become wet as a result of working in the rain during a pour he shall, unless he has a change of dry working

clothes available, be allowed to go home, change and return to work without loss of pay.

- d) The provisions of paragraph (c) hereof shall also apply in the case of emergency work where the workers concerned and their manager/supervisor agree that the work is of an emergency nature and can start and/or proceed.

22.1.5 The conditions described in 22.1.1 shall not be considered as inclement where they are the result of normal fire-fighting responsibilities.

23. PERFORMANCE REVIEW/MANAGEMENT

23.1 Purpose and Timing

A confidential staff development/performance review shall be conducted on an annual basis for each Employee and without limiting the scope it is intended to identify:

- 23.1.1 the new or enhanced skills required by the Employer, if any, together with proposed competency levels required where appropriate;
- 23.1.2 any development and expansion anticipated by the Employer for the Employee in their classified position both in the short term and the longer term;
- 23.1.3 the current training needs to be undertaken to meet individual Employer objectives in both the short and long term and to enable an Employee to meet the standards of their existing classified position;
- 23.1.4 career development;
- 23.1.5 the performance objectives required;
- 23.1.6 current performance.

23.2 Addressing Performance Issues

At any time, if the Employer is concerned about the work performance of the Employee, the Employer shall meet with the Employee and tell the Employee about their concerns. The Employer shall advise the Employee of the standard of work or behaviour that is required and the Employer should discuss ways and methods to improve the Employee's work and conduct.

The Employer shall maintain a policy relating to Employee performance.

- 23.2.1 The Employer may give to the Employee some information about appropriate organisations who can offer assistance, training, counselling or dispute resolution to help the Employee improve their work performance.

- 23.2.2 The Employer and Employee will have a discussion after which a reasonable time period will be set for the Employee to reach an acceptable work performance or conduct. The Employee should be warned that their employment will be ended if acceptable performance levels or appropriate behaviour are not reached.
- 23.2.3 The Employer shall discuss with the Employee during the set period whether there has been any improvement by the Employee and, if necessary, to further warn the Employee that their employment will end if that improvement is not reached.
- 23.2.4 The meetings and warnings given to the Employee will be put in writing, dated, and signed by both the Employer and the Employee.
- 23.2.5 If the Employee cannot achieve an acceptable performance or behaviour within the period set, the Employee may be dismissed from employment with appropriate notice or payment instead of notice.

23.3 Compliance with Organisational Policies

Employees accept that it is a normal obligation of their employment to abide by the organisation's lawful and reasonable policies in place from time to time and agree to comply with such, except where this agreement prevails.

24. TERMINATION OF EMPLOYMENT

24.1 Notice Provisions

The Employer may end the employment of the Employee by giving them notice. The Employee may resign from employment by giving notice to the Employer. The amount of notice required to be given by the Employer and Employee is based upon the period of continuous employment as follows:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 24.1.1 Where the Employer gives notice to the employee under this subclause, and the Employee is over 45 years old and has completed at least 2 years' continuous service with the Employer, the notice period shall be increased by one week.

24.2 Payment by Employer in Lieu of Notice

The Employer may, instead of giving notice, pay the Employee wages equivalent to the required period of notice. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had

continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:

24.2.1 the Employee's ordinary hours of work (even if not standard hours); and

24.2.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

24.2.3 any other amounts payable under the Employee's contract of employment.

24.3 Payment by Employee in Lieu of Notice

If an Employee fails to give the notice specified in subclause 24.1 the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under subclause 24.2.

24.4 Termination During Probation Period

During a probationary period, either the Employer or the Employee may terminate the employment relationship with the giving of one week's notice, or payment in lieu of one week's salary.

24.5 Termination Without Notice

The Employer may end the employment of an Employee without notice if the Employee's conduct is clearly wrong, dangerous or unsuitable for their employment. Similarly, the Employee may end their employment without notice if the Employer's conduct is clearly wrong, dangerous or unsuitable for their employment.

24.5.1 The type of conduct by the Employee that may allow an Employer to end their employment without notice, after a consideration of the circumstances, includes:

- Being drunk or under the influence of illegal drugs in a way that results in a reduced fitness for work.
- Stealing, fraud, assault or other criminal behaviour.
- Sexual harassment and other offensive or harassing behaviour, where substantiated.
- Not carrying out health and safety obligations, where such results in an immediate hazard or danger to self, public, or co-workers.
- Refusing to carry out a lawful and reasonable instruction.
- Not carrying out the Employee's duty, where such behaviour results in an untenable situation for the Employer.

24.5.2 The Employer may terminate the employment contract without notice for the following matters:

- Assault or other criminal behaviour.
- Sexual harassment and other offensive or harassing behaviour, where substantiated.
- Not carrying out health and safety obligations.

24.6 Suspension Pending Investigation

If at any time the Employee is charged with any criminal offence, or in such other serious matter the Employer may suspend the Employee from duty while the matter is investigated, if deemed necessary by Employer. While on suspension under this subclause "Suspension Pending Investigation", the suspension *with* pay shall continue for a maximum of six months, thereafter being without pay. Provided the suspension *with* pay past the six months may be extended at the Employer's discretion.

24.7 Time Off for Job-Search During Notice Period

Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

25. REDUNDANCY, REDEPLOYMENT & RETRAINING

25.1 Definition

Redundancy occurs where the Employer has made a definite decision that the job is no longer required to be performed by anyone because of changes in the operational requirements of the Employer's enterprises and that decision lead to the termination of the employment of the Employee.

25.2 Policy/Approach

The Parties agree to the ongoing review of the Employer's comprehensive Policy on Redundancy, Redeployment and Retraining. The intent of redeployment is to find an alternative position which maintains the Employee's self worth and requires at least a similar level of skills to the Employee's original position. If the Employee's skills, knowledge and experience require further development the Parties are committed to providing the necessary opportunities, resources and training.

25.3 Redundancy Provisions

25.3.1 The intent of this provision is not to have redundancies occur during the life of this Agreement. If a situation occurs where there are surplus positions as a result of, but not limited to restructuring, National Competition Policy, changes to legislation or the evolution of work teams, management will discuss with the parties the best possible way of managing the process. This could include redeployment and retraining as outlined in the Employer's current policy.

However, if:

- (a) an Employee's position is made redundant; and
- (b) there are no suitable redeployment positions; and
- (c) the Employer and Employee have undertaken the consultation process,

then the Employee will be offered the provisions set out in Clause 25.3.2.

25.3.2 In the case where an Employee's position is made redundant and that Employee is offered a redundancy the following provisions will apply:

- (a) Pay in lieu of notice:
 - Four (4) weeks notice or pay in lieu of notice;
 - Plus an additional one (1) week if the employee is over 45 years of age.
- (b) Severance payment:
 - Three (3) weeks pay per completed year of service;
 - Plus an additional:
 - 2 week's pay if over 45 years of age
 - 3 week's pay if over 50 years of age
 - 4 week's pay if over 55 years of age
 - Capped at 65 weeks.
- (c) A cap of sixty five (65) weeks equivalent salary (severance) payment shall apply to all redundancies under this clause. The cap does not include superannuation and leave payments.
- (d) 'Week's pay' means the ordinary time rate of pay for the Employee Concerned.

25.3.3 In the case where an Employee's position is made redundant and that Employee is redeployed to an alternative position with a lower classification then the Employee's classification and conditions will be preserved for twenty four (24) months from the date of redeployment. In the case where a vehicle was provided as a condition of employment, the Employer reserves the right to provide a comparable fleet vehicle in accordance with the Employer's Fleet

Vehicle Policy, excluding specialist's vehicles. This clause is to apply provided that the Employee is willing to utilise the full range of skills required at that level and participate fully in any retraining or redeployment programs.

25.4 Employee Leaving During Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 24 – Termination of Employment. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

25.5 Alternative Employment

25.5.1 An Employer, in a particular redundancy case, may make application to the relevant authority to have the general severance pay prescription varied if the Employer obtains acceptable alternative employment for an Employee.

25.5.2 This provision does not apply in circumstances involving transmission of business.

25.6 Job Search Entitlement

25.6.1 During the period of notice of termination given by the Employer in accordance with subclause 24.1, an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

25.6.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

25.6.3 The job search entitlements under this subclause apply in lieu of the provisions of subclause 24.1.

25.6.4 This provision does not apply in circumstances involving transmission of business.

25.7 Employees Exempted

This clause does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- Probationary Employees;

- Apprentices;
- Trainees;
- Employees engaged for a specific period of time or for a specified task or tasks; or
- Casual Employees.

25.8 Employment Security

25.8.1 The Parties recognise there may be fundamental changes in the way work is organised which will result in improvements in productivity and service to the customer.

25.8.2 The Employer is committed to providing employment security to its employees, but also believes employment security lies within each employee in the value they add to the organisation.

25.8.3 The Parties agree that if during the period of this Agreement, a person's position is changed, then their existing salary and conditions will be preserved for two (2) years, unless the person is promoted to a higher level of pay or where a person voluntarily wants to move to a position lower than their current position.

26. DISPUTES RESOLUTION PROCEDURE

Any dispute arising under this Agreement, or in relation to an Employee's employment, or a group of Employees, shall be dealt with according to the following procedures;

26.1 Questions, Disputes or Difficulties Arising During the Effect of This Agreement

The following procedures shall apply in connection with questions, disputes or difficulties arising under this agreement or about any other matter pertaining to the employment relationship between Employees and the Employer.

26.1.1 Where a question, dispute or difficulty arises there will be discussions between the person/persons involved and/or their immediate supervisor within 48 hours.

26.1.2 Where a question, dispute or difficulty arises which cannot be resolved by the immediate supervisor it shall be referred to the Manager for further discussion within 48 hours.

26.1.3 If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to the Director for further discussion within 48 hours.

26.1.4 If these discussions do not result in settlement, the question, dispute or difficulty will be referred to the CEO. Discussions at this level will take place within five (5) working days.

26.1.5 Parties may agree to a greater time period for discussion in the steps outlined under subclause 24.1.

26.2 Terms to be Recorded

The terms of any agreed settlement should be jointly recorded.

26.3 Representation

26.3.1 Nothing in this procedure shall be read so as to exclude an organisation party to, or bound by, the agreement from representing its members, where such occurs at the request of those members.

26.3.2 Nothing in this clause shall limit the right of Employees to seek advice from, or be represented by their chosen representative.

26.4 Referral to the External Jurisdiction or Authority

Any question, dispute or difficulty arising under this Agreement, or in relation to and Employee's employment, or a group of Employees, that is not settled after following the procedure set out under this clause, may be referred to the Appropriate Jurisdiction or Authority (e.g. Fair Work Commission) for resolution through conciliation and/or arbitration.

27. LOCAL GOVERNMENT ELECTIONS

27.1 Scope of This Clause

Persons engaged by the Employer on duties associated with the conducting of a ballot of Electors shall be subject to the provisions of this clause in lieu of all other provisions contained in this agreement.

27.2 Salaries Applicable

The salary applicable to each classification shall be in accordance with subclause 7.1, as far as it applies to Local Government Officer pay rates.

27.2.1 Polling Clerk

Level 3	Step 1
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27.2.2 Presiding Officer

1-3 Polling Clerks	Level 4	Step 1
4 or more Polling Clerks	Level 4	Step 3

27.2.3 Deputy Returning Officer

Level 6	Step 1
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27.2.4 Returning Officer

Level 8	Step 1
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27.3 Calculation of Payment

The rates prescribed herein shall be calculated by dividing the appropriate salary by 1976, the result being paid on account of each hour's work authorised by the Returning Officer. Provided that payment shall be limited to hours of work performed on Polling Day and the days immediately following where those days are not ordinary working days for the person concerned.

27.4 Use of Private Vehicle

Where an Employee is required to use his/her own motor vehicle in the course of his/her duties, the Employee shall be paid in accordance with subclause 18.4 of this agreement.

27.5 Penalty Rates

The rate prescribed in subclause 27.2 hereof shall be subjected to a penalty of 50% on account of all disabilities or incidental expenses which may be incurred where work is required to be performed on a Saturday, Sunday or Public holiday.

28. SIGNATORIES TO AGREEMENT

This Union Collective Agreement made under the *Fairwork Act 2009*, between:

Signatures:

For the Employer:

Name in full (printed):

Date

Position

Witnessed by:

Witness name in full (printed):

Date

Witness address:

And the employees, represented by
Australian Services Union ("ASU")
102 East Parade,
East Perth WA 6004

Signature:

Name in full (printed):

Date

Witnessed by:

Date

Witness name in full (printed):

Witness Address

Western Australian Shire Councils, Municipal Roads Boards, Health Boards, Parks,
Cemeteries and Racecourses, Public Authorities Water Boards Union ("LGRCEU")
102 Charles Street,
West Perth WA 6005

Signature:

Name in full (printed):

Date

Witnessed by:

Date

Witness name in full (printed):

Witness Address

APPENDIX A – LOCAL GOVERNMENT CLASSIFICATION LEVELS

A.1 Local Government Level 1

A.1(a) Characteristics of the level

- This level is an introductory level for employees with no previous experience in the position to be filled.
- At this level, employees work under close direction and undertake routine activities that require the practical application of basic skills and techniques in a support role.
- General features at this level consist of performing clearly defined activities. employees' duties at this level will be closely monitored with instruction and assistance always available.
- Freedom to act is limited by standards and procedures.
- Positions at this level will involve employees in extensive on the job training including familiarisation with the goals and objectives of the work section.
- Age from fifteen to twenty and to include any special circumstances.
- The entry point for adults with minimal skills or knowledge in Local Government or minimal relevant experience will be Level 1.
- Supervision of other staff is not a feature at this level.

A.1(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- developing knowledge of the position policy and practices;
- no formal qualifications required at this level;
- it is desirable that employees are studying for an appropriate certificate;
- basic numeracy, written and verbal communication skills;
- at this level, employers are expected to offer substantial on the job training.

A.1(c) Responsibilities

To contribute to the operational objectives of the work area a position at this level may include some of the following inputs or those of a similar value:

- undertake routine activities;
- become familiar with established practices and procedures;
- learn basic interpersonal skills.

A.1(d) Organisational relationships

- works under direct supervision.

A.1(e) Extent of authority

- work outcomes are closely monitored;
- freedom to act limited by work practices relevant to the area, and to specific instructions;
- assistance readily available when problems arise;
- no scope for interpretation.

A.2 *Local Government Level 2*

A.2(a) Characteristics of the level

- At this level, employees work under close direction and undertake routine activities that require the practical application of basic skills and techniques.
- General features at this level consist of performing clearly defined activities with outcomes being readily attainable and clearly defined. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.
- Positions initially at this level will involve employees in extensive on the job training including familiarisation with the goals and objectives of the work section.
- employees will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.
- Supervision of other staff is not a feature at this level.

A.2(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- developing knowledge of the section/department function and operation;
- adequate knowledge of work practices and policies of the relevant work area;
- basic knowledge of procedures and equipment relevant to the work area;
- basic numeracy, written and verbal communication skills relevant to the work area;
- no formal qualifications required at this level;
- at this level, employers are expected to offer continuing on the job training;
- it is desirable that employees are studying for an appropriate certificate or undertaking either internal or external training.

A.2(c) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake routine activities of a support nature;
- undertake straightforward operation of equipment relevant to department/section;
- provide routine information to other departments and public;
- apply established practices and procedures;
- perform general duties.

A.2(d) Organisational relationships

- works under direct supervision.

A.2(e) Extent of authority

- work outcomes are regularly monitored;
- freedom to act limited by standards and procedures;
- solutions to problems found in established procedures and instructions, assistance readily available.

A.3 Local Government Level 3

A.3(a) Characteristics of the level

- At this level, employees work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- General features at this level consist of performing functions that are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the employer. In addition, employees may be required to assist Senior employees with specific projects.
- employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower Classified employees concerning established procedures. In addition employees at this level may be required to assist in establishing procedures to meet the objectives of a minor function.
- employees will be responsible for managing time, planning and organising their own work and may be required to oversight and/or guide the work of a limited number of lower Classified employees.
- employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.
- Level 3 Step 4 is the appointment level for any graduate with a relevant three year degree who is required to undertake work related to that qualification.

A.3(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- developing skills in oral, written and interpersonal communication with clients and other members of the public;
- knowledge of established work practices and procedures relevant to the work area;
- knowledge of policies, regulations and statutory requirements relating to the work area;
- understanding of clear but complex rules;
- application of techniques relevant to the work area;
- no formal qualifications required; or
- appropriate post-trade certificate relevant to the work area; or
- entry point for three year degree/Associate Diploma/appropriate certificate without experience; or
- will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required; or
- appropriate on the job training and relevant experience.

A.3(c) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- achieve outcomes that are clearly defined;
- operate general workplace equipment, initiate corrective action at an elementary level;
- operate and be conversant with relevant workplace equipment and utilise the functions of those systems and be proficient in their use;
- provide support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for monies and assistance to client/ratepayers;
- provide para professional support to qualified employees;
- oversight the work of unqualified staff and/or take charge of a minor function within the employer;
- undertake routine inspectorial duties involving the enforcement of general by-laws/regulations, assist senior employees with special projects;
- exercise operational responsibility for a single purpose complex;
- perform tasks requiring knowledge of established work practices and procedures relevant to the work area;
- where prime responsibility is to supervise outside employees:
- plan and coordinate the activities of employees within a single works function of Local Government;

- supervise the day-to-day operation of a minor works project;
- responsible for a minor works project/programme;
- where prime responsibility lies in a technical field:
- apply established practices and procedures in the conduct of a range of technical activities including the fields of construction, engineering, survey and horticulture;
- responsible for a minor project.

A.3(d) Organisational relationships

- where relevant, supervise minor works programmes/projects;
- works under regular supervision;
- oversee and guide a limited number of lower classified employees.

A.3(e) Extent of authority

- work outcomes monitored;
- freedom to act within established guidelines;
- solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents, guidelines. Assistance available when problems occur.

A.4 Local Government Level 4

A.4(a) Characteristics of the level

- At this level employees work under general direction in the application of procedures, methods and guidelines which are well established. However, graduates initially appointed at this level will be under the direct supervision of a senior employee.
- General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- Positions at this level allow employees the scope for exercising initiatives in the application of established work procedures.
- At this level employees may be required to supervise. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and coordination of activities within the work area.
- employees will be responsible for managing and planning their own work and that of subordinate staff and may be required to deal with formal disciplinary issues within the work area.
- Supervisors should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff with on-the-job training.
- It is desirable that three year degree holders shall progress to this level after the completion of twelve months service at the top of Level 3, after obtaining

relevant experience and a satisfactory degree of competence. This is the appointment level for any graduate with a relevant four year degree who is required to undertake work related to that qualification.

- employees with certificate qualifications relevant to the work area may be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake work related to the responsibilities under this level.

A.4(b) Requirements of the job

Skills, knowledge, experience, qualifications and/or training:

- thorough knowledge of work activities performed within the work area;
- sound knowledge of procedural/operational methods of the work area;
- may utilise professional, specialised or technical knowledge;
- working knowledge of statutory requirements relevant to the work area;
- ability to apply computing concepts;
- entry level for four year degree in the relevant discipline; or
- entry level for three year degree plus Graduate Diploma in the relevant discipline; or
- Associate Diploma with experience; or
- Three year degree plus one year professional experience in the relevant discipline; or
- appropriate certificate with relevant experience; or
- attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

A.4(c) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake responsibility for various activities in a specialised area and/or components of the works programme;
- exercise responsibility for a function within the work area;
- assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee;
- supervise the work of other para professional staff;
- regularly undertake general inspections to enforce compliance with various Acts, Regulations, Local Laws and Policies;
- advise landholders/local authorities/government employees on eradication/control techniques and measures and inform them of their obligations under the relevant legislation;
- provide advice on requirements for compliance with the relevant Acts, Codes, Regulations, Standards, Local Laws and Local Government policies. Undertake inspections;
- undertake minor development assessment duties;
- exercise operational responsibility for a multi purpose complex;

- coordinate elementary community service programmes or a single programme at a more complex level;
- plan and coordinate elementary community based projects/programmes;
- perform moderately complex functions including social planning, demographic analysis, survey design and analysis;
- provide support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- proficient in the operation of equipment to enable modification or correction of and/or the identification of operational problems;
- where prime responsibility lies in a professional field, employees at this level would undertake at least some of the following:
 - undertake some minor phase of a broad or more complex assignment;
 - provide assistance to senior employees;
 - perform duties of a specialised nature;
- where the prime responsibility is to supervise the work of outside employees, supervision may extend to several elements of the work:
 - plan and coordinate minor works;
 - exercise responsibility for a number of minor works and determine objectives for the functions under their control;
- where the prime responsibility lies in a technical field, employees at this level:
 - perform moderately complex functions in various fields including construction, engineering surveying and horticulture;
 - assist and review work done by subordinate employees.

A.4(d) Organisational relationships

- graduates work under direct supervision;
- works under general supervision;
- supervision of other employees;
- operate as a member of a professional team.

A.4(e) Extent of authority

- may set outcome/objectives for specific projects;
- graduates receive instructions on the broader aspects of the work;
- freedom to act within defined established practices;
- problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

A.5 Local Government Level 5

A.5(a) Characteristics of the level

- At this level, employees work under general direction in functions that require the application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.
- General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in the discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition employees at this

level may be required to supervise various functions within a work area or activities of a complex nature.

- Positions may involve a range of work functions that could contain a substantial component of supervision or require employees to provide specialist expertise/advice in their relevant discipline.
- Work at this level requires a sound knowledge of programme, activity, operational policy or service aspects of the work performed within a function or a number of work areas.
- employees require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position, to achieve specific objectives.
- employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

A.5(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- knowledge of statutory requirements relevant to work area;
- knowledge of section procedures, policies and activities;
- sound discipline knowledge gained through previous experience, training or education;
- knowledge of the role of departments within the employer and/or service functions;
- specialists require an understanding of the underlying principles in the relevant disciplines;
- relevant four year degree with two years relevant experience or three year degree with three years of relevant experience; or
- Associate Diploma with relevant experience; or
- lesser formal qualifications with substantial years of relevant experience; or
- attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

A.5(c) Responsibilities

- To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:
- undertake activities that may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- exercise responsibility for various functions within the work area;
- identification of specific or desired performance outcomes;
- contribute to interpretation and administration of matters for which there are no clearly established procedures;
- provide support of a complex nature to senior employees;
- ensure plans, permits, applications comply with appropriate legislation;
- manage a multi purpose complex;
- undertake a wide range of activities associated with programme, activity or service delivery;

- where the prime responsibility lies in a professional field, employees at this level, would undertake at least some of the following:
- liaise with other professionals at a technical level;
- discuss techniques, procedures and/or results with clients on straight forward matters;
- lead a team within a discipline related project and/or a works programme;
- provide a reference, research, and/or technical information service including the facility to understand and develop technologically based systems;
- carry out a variety of activities requiring initiative and judgement in the selection and application of established principles, techniques and methods;
- perform a range of planning functions exercising knowledge of statutory and legal requirements;
- assist senior employees with the planning and coordination of a community programme of a complex nature;
- undertake duties in the relevant disciplines utilising knowledge of procedures and statutory requirements relevant to the work area;
- where the prime responsibility is to supervise the work of outside employees, employees at this level:
- exercise responsibility for work groups including the completion of work assignments, standards of work quality and/or compliance with regulations, codes and specifications;
- assist senior employees with the establishment of work programmes of a complex nature;
- responsible for part of the works programme budget;
- where the prime responsibility lies in a technical field, employees at this level:
- undertake projects which impact on the sections and/or departments programmes;
- carry out a variety of activities in the field of technical operation requiring initiative and judgement in the selection and application of established principles, techniques and methods.

A.5(d) Organisational relationships

- works under general direction;
- supervises subordinate staff/contractors or works in a specialised field.

A.5(e) Extent of authority

- required to set outcomes within defined constraints;
- provides specialist technical professional advice;
- freedom to act governed by clear objectives and/or budget constraints;
- solutions to problems generally found in precedents, guidelines or instructions. Assistance usually available.

A.6 Local Government Level 6

A.6(a) Characteristics of the level

- At this level employees are subject to general direction from senior employees. employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with departmental and/or the employer's goals.
- employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.
- General features at this level indicate the involvement in establishing sectional/departmental programmes and procedures. Positions will include a range of work functions and may involve the supervision of a section or in the case of small employers a department. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of or prepare the departmental budget. Employees at this level will be required to provide expert advice to lower classified employees.
- Positions at this level demand the application of knowledge that is gained through qualifications and/or previous experience in the discipline. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility (may include establishing work programmes in small employers).
- employees are required to set project priorities, plan and organise their own work and that of subordinate staff and establish the most appropriate operational methods for the section/department. In addition, interpersonal skills are required to gain the cooperation of clients and staff.
- employees responsible for projects and/or functions will be required to establish outcomes to achieve departmental/employer goals. Specialists may be required to provide multi disciplinary advice.

A.6(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- knowledge of departmental programmes, policies and activities;
- sound discipline knowledge gained through experience;
- sound knowledge of the role of the employer's structure and service;
- relevant degree with relevant experience; or
- Associate Diploma with substantial experience; or
- less formal qualifications with specialised skills sufficient to perform at this level; or
- attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

A.6(c) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- responsible for a range of functions within the section and/or department requiring a high level of knowledge and skills;
- undertake responsibility for a moderately complex project;
- undertake a minor phase of a broader or more complex professional assignment;
- assist with the preparation or prepare departmental or section budgets;
- set priorities and monitor workflow in areas of responsibility;
- provide expert advice to lower classified employees;
- exercise judgement and initiative where procedures not clearly defined;
- operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- plan, coordinate and administer the operation of a multi-purpose complex including financial management and reporting;
- undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas: may exercise responsibility for a specialised area of the employer's operation;
- understanding all areas of equipment operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- undertake publicity assignments within the framework of the employer's publicity and promotions programme. Such assignments would be of limited scope and complexity but would involve the coordination of facets of the total programme including media liaison, design and layout of publications/displays and editing;
- where the prime responsibility lies in a professional field, employees at this level, would undertake at least some of the following:
 - under general direction undertake tasks of a specialised and/or detailed nature;
 - provide reports on progress of project activities including recommendations;
 - exercise professional judgement within prescribed areas that may include supervision of the function;
 - carry out planning studies for particular projects including aspects of design, formulation of policy, implementation procedures and presentation;
 - exercise a high level of interpersonal skills in dealing with the public and other organisations;
- plan, develop and operate a community service programme of a moderately complex nature;
- exercise responsibilities for various functions within a work area including compliance with regulations, codes and procedures;
- where prime responsibility is to supervise outside employees, employees at this level:
 - exercise operational responsibility for works programmes;
 - exercise judgement and initiative where procedures not clearly defined;
 - establish work programmes in small employer;
 - where prime responsibility lies in a technical field:
 - leads teams on moderately complex technical projects;
 - exercise significant initiative and judgement in the selection and application of established principles, techniques;
 - supervise the work of other staff;

- provide reports to management and/or recommendations on technical suitability of equipment procedures, processes and results.

A.6(d) Organisational relationships

- works under general direction;
- supervise other employees.

A.6(e) Extent of authority

- exercise a degree of autonomy;
- control projects and/or programmes;
- set outcomes for subordinates;
- establish priorities and monitor workflow in areas of responsibility;
- solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

A.7 Local Government Level 7

A.7(a) Characteristics of the level

- At this level, employees operate under limited direction from senior employee(s) and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- General features at this level allow employees the scope to influence the operational activities of the section, department and/or employer. employees at this level will be expected to contribute to the management of the section and/or department, assist/prepare budgets, establish procedures and work practices. In addition, employees at this level will be required to provide expert advice to lower classified employees.
- Positions at this level may be required to have responsibility for decision making in their particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work section and/or department. Employees will be required to set outcomes for the work area for which they are responsible so as to achieve the objectives of the department and/or employer.
- employees may exercise managerial responsibility for a work area, a large work programme, and work independently as specialists or may be a senior member of a single discipline project team. Or provide specialist support to a range of programmes/activities.
- Impact of activities undertaken or achievement of stated outcomes/objectives for the work area may identify positions at this level.
- Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate subordinate staff. Understand and implement effective human resource management practices.

A.7(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- discipline/specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
- discipline knowledge gained through experience, training or education;
- appreciation of the long term goals of the organisation;
- detailed knowledge of programme activities and work practices relevant to the work area;
- knowledge of organisation structures or functions;
- comprehensive knowledge of the employer's policies relevant to the section/department;
- comprehensive knowledge of statutory requirements relevant to the discipline;
- Degree with substantial experience; or
- Associate Diploma with substantial experience; or
- lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

A.7(c) Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake significant projects and/or functions involving the use of analytical skills;
- provide advice on matters of complexity within the work area and/or discipline;
- undertake a range of duties within the work area, including problem definition, planning and the exercise of judgement;
- provide advice on policy matters and contribute to their development;
- negotiate on matters of significance within the section and/or department, with other bodies and/or members of the public;
- control and coordinate a work area within budgetary constraints;
- exercise a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;
- undertake duties that involve more than one discipline;
- provide a consultancy service for a range of activities;
- where prime responsibility lies in a professional field an employee at this level, would undertake at least some of the following:
 - provide support to a range of activities or programmes;
 - control and coordinate projects;
 - contribute to the development of new procedures and methodology;
 - provide expert advice/assistance relevant to the discipline;
 - supervise/manage the operation of a work area;
 - supervise on occasions other professional staff within the discipline;
 - provide consultancy services for a range of activities;
- where prime responsibility is to supervise outside staff, employees at this level:
 - control and coordinate the works programme within budgetary constraints;
 - supervise large outside work force and/or contractors;

- exercise a degree of autonomy, within budgetary constraints, in establishing works programmes;
- where the prime responsibility is in a technical field, employees at this level:
- undertake duties that involve more than one discipline;
- contribute to the development of new techniques and methodology;
- provide a consultancy service for a range of activities.

A.7(d) Organisational relationships

- works under limited direction;
- supervision of staff;
- supervision of employees and/or contractors.

A.7(e) Extent of authority

- may manage a work area;
- exercise a degree of autonomy (advice available on complex or unusual matters);
- manage significant projects and/or functions and/or works programmes.

A.8 *Local Government Level 8*

A.8(a) Characteristics of the level

- At this level, employees operate under limited direction and exercise managerial responsibility for various functions within the department and/or employer or operate as a specialist, a member of a specialised professional team, or independently.
- General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the employer and/or activities undertaken by sections of the community served by the employer. employees will also be required to monitor policies and activities within the work area.
- employees are involved in the formation/establishment of programmes, the procedures and work practices within the department and will be required to provide assistance to other employees, sections and/or departments.
- Positions at this level will demand responsibility for decision making and the provision of expert advice to other areas of the employer. Employees would be expected to undertake the control and coordination of a section, department and/or significant work area. Employees require a good understanding of the long-term goals of the employer.
- In addition positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.
- The management of staff is normally a feature at this level and employees are responsible for a significant work area. Employees are required to set outcomes in relation to their section and/or function and may be required to negotiate matters on behalf of the work area.

A.8(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- comprehensive knowledge of the employer's policies and procedures;
- application of a high level of discipline knowledge;
- qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience; or
- lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
- a combination of experience, expertise and competence sufficient to perform the duties required at this level.

A.8(c) Responsibilities

- To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:
- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- exercise managerial control, involving the planning, direction, control and evaluation of operations that include providing analysis and interpretation for either a major single discipline or multi discipline operation;
- develop work practices and procedures for various projects;
- establish work area outcomes;
- prepare budget submissions for senior employees and/or the employer;
- develop and implement significant operational procedures;
- review operations to determine their effectiveness;
- develop appropriate methodology and apply proven techniques in providing specialised services;
- where prime responsibility lies in a professional field employees at this level, would undertake at least some of the following:
- control and coordinate projects within an organisation in accordance with corporate goals;
- provide advice on policy matters and contribute to its development;
- provide a consultancy service to a wide range of clients;
- functions may involve complex professional problem solving;
- where prime responsibility is to supervise outside staff, employees at this level:
- develop and implement significant works programmes;
- review operations to determine their effectiveness;
- where prime responsibility is in a technical field, employees at this level:
- develop appropriate methodology and apply proven techniques in providing specialised technical services;
- exercise significant levels of initiative in the accomplishment of technical objectives.

A.8(d) Organisational relationships

- works under limited direction;
- normally supervises other employees and establish and monitor work outcomes.

A.8(e) Extent of authority

- manage work area of the employer or works programmes;
- has significant delegated authority;
- decisions and actions taken at this level may have significant effect on programme/projects/work areas being managed.

A.9 Local Government Level 9

A.9(a) Characteristics of the level

- At this level, employees are subject to broad direction from senior employees and exercise managerial responsibility for a department/employer's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the employer.
- General features of this level require the employees' involvement in the initiation and formulation of extensive projects/programmes that impact on the employer's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the department and/or the employer.
- In addition employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.
- employees at this level require a high level of proficiency in the application of theoretical or scientific approaches in the search of optimal solutions to new problems and opportunities that may be outside of the original field of specialisation.
- Positions at this level will demand responsibility for decision making within the constraints of divisional/corporate policy and require the employee to provide advice and support to other areas of the employer. Employees at this level will have significant impact upon the employer's policies and programmes and will be required to provide initiative, the ability to formulate, implement, monitor and evaluate projects and/or programmes.
- Positions at this level may be identified by the significant independence of action within the constraints of departmental or corporate policy.

A.9(b) Requirements of the job

Some or all of the following are needed to perform work at this level.

Skills, knowledge, experience, qualifications and/or training:

- detailed knowledge of the employer's policy, programmes, procedures and practices;
- high level of discipline knowledge;
- detailed knowledge of statutory requirements;
- qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise. (Could be acquired through further formal qualifications in field of expertise or in management); or
- lesser formal qualifications together with the acquisition of considerable skills, extensive and diverse experience relative to an equivalent standard; or
- a combination of experience, expertise and competence sufficient to perform the duties of the position.

A.9(c) Responsibilities

- To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:
- undertake work of significant scope and/or complexity. Major portion of the work requires initiative;
- undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- undertake functions across a range of administrative, specialist or operational areas which include specific programmes/activities, management of service delivery and the provision of high level advice;
- provide specialist advice on policy matters and contribute to the development/review of policies;
- manage extensive projects/programmes in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals;
- administer complex policy and programme matters;
- offer consultancy service;
- evaluate and develop/revise methodology techniques and/or the application of a high level of analytical skills in the attainment and satisfying of the employer's objectives;
- where the prime responsibility is in a professional field employees at this level, would undertake at least some of the following:
 - contribute to the development of operational policy;
 - assess and review the standards and work of other professional personnel/external consultants;
 - initiate and formulate departmental/employer programmes;
 - implement the employer's objectives within corporate goals;
 - develop and recommend on-going plans and programmes for department/employer;
 - ensure the outcome of work of significant scope and/or complexity;
- where prime responsibility is in the supervision of outside employees, employees at this level:

- establish, control and organise ongoing plans and programmes for department/employer;
- administer complex policy and works programme matters;
- where prime responsibility lies in the technical field, employees at this level:
- conduct technical support programmes and sub-programmes within the framework of the employer's operating programme;
- offer consultancy service;
- ongoing evaluation and the development/revision of methodology/techniques and/or the application of a high level of analytical skills in the attainment and satisfying of technical objectives.

A.9(d) Organisational relationships

- works under broad direction.

A.9(e) Extent of authority

- manage a work area of the employer at a higher level of ability;
- authority to implement and initiate change in area of responsibility within organisational goals and constraints;
- exercise control of organisational elements, accountable for the quality, effectiveness, cost and timeliness of programmes/projects under their control;
- solutions to problems require analytical approach and elements of development and creativity within the scope of divisional/corporate policies. Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation.

APPENDIX B – MUNICIPAL CLASSIFICATION LEVELS

B.1 Municipal Employee Level 1

B.1.1 Qualifications, training and experience

- An employee at this level will need to undertake industry induction and training which may include information on the industry, organisations, conditions of employment, skill formation and career path opportunities, planning and layout of work, documentation procedures, occupational health and safety, equal opportunity and performance appraisal incorporating quality control and assurance.
- No previous work experience is required at this level.
- “C” Class Licence may be required.

B.1.2 Specialist knowledge of skills

B.1.2(a) General

Indicative but not exclusive of the skills required of an employee at this level are:

- Use of a limited range of hand tools.
- Drive a light vehicle.

B.1.2(b) Communication skills

- Basic oral and written literacy and numeracy skills to enable liaison with immediate work group.

B.1.2(c) Complexity/multi-skilling

- Tasks are simple and non-complex.

B.1.3 Responsibility and accountability

- Works under direct supervision.
- Responsible for the quality and completion of their own work subject to detailed direction.
- Responsible for care of tools and equipment in their use.

B.1.4 Decision making and problem solving

- Judgement is limited as work is repetitive and generally coordinated by others.
- Work is clearly defined and of a routine and basic nature with established procedures, guidance and close supervision.

- Required to exercise basic judgement relating to own work and personal safety as required by relevant legislation and employer safety procedures.

B.2 Municipal Employee Level 2

B.2.1 Qualifications, training and experience

An employee at this level will have satisfactorily completed the requirements of level 1 and will be undertaking structured and/or on-the-job training (including appropriate safety training) or possess appropriate and relevant equivalent experience in some or all of the following areas:

- Basic construction and/or maintenance, i.e., basic concreting and/or basic bitumen handling.
- Safe operation and user maintenance of minor plant.
- Safe operation and user maintenance of light vehicles.
- Selected hand tools.
- Parks maintenance.
- Basic stores work.
- Two-way radio operation.
- "C" Class licence may be required.
- Certificate of competency in minor plant operation may be required.
- Basic labouring skills.

B.2.2 Specialist knowledge of skills

B.2.2(a) General

Indicative but not exclusive of the skills required of an employee at this level are:

- Plant operation skills:
 - Use of a variety of selected hand tools and use of minor plant and equipment requiring basic operation rather than technical skills.
 - Operator's skills level low some experience preferred.
 - Single function equipment.
 - Operator machine maintenance low complexity.
 - Minimal dimensional control on works required other than pre-set by plant.

Examples: Small/large rollers (sub-grade), ride-on mowers, chipper/mulcher, mowers, brush cutters, brick cutters, jack hammers, small concrete cutters.

- Drive vehicles requiring "C" class licence.
- General gardening including parks and grounds maintenance and minor repair to reticulation systems.
- Basic store work, including:

- Receiving, despatching, distributing, sorting, checking, packing.
- Basic inventory control of documenting and recording of goods, materials and components.
- Basic keyboard skills where required.
- Concrete and bitumen work.
- Sound knowledge of the employer's safety policy requirements as they relate to the job being undertaken.

B.2.2(b) *Communication*

- Basic oral and written literacy and numeracy skills to enable liaison with work groups and communication with members of the public.

B.2.2(c) *Complexity/multi-skilling*

- Tasks are of limited complexity.

B.2.3 Responsibility and accountability

- Works under routine (general) supervision either individually or in a team environment.
- Responsible for the quality and completion of their own work subject to routine direction.
- Responsible for materials, tools, equipment and minor plant in their use.

B.2.4 Decision making and problem solving

- Problems at this level may require limited personal judgement. Work procedures are already well established. The individual must apply existing known techniques to the work with decision making being within existing routines, procedures and practices.
- Required to make operational decisions relating to personal safety and work as required by relevant legislation and employer safety procedures.

B.3 *Municipal Employee Level 3*

B.3.1 Qualifications, training and experience

An employee at this level will have satisfactorily completed structured and/or on-the-job training (including appropriate safety training) or possess appropriate and relevant experience in some or all of the following areas:

- Intermediate construction and/or maintenance, i.e., intermediate concreting and/or bitumen, formwork and pipe laying.
- Safe operation and user maintenance of minor to medium mechanical plant.
- Safe operation and user maintenance of medium vehicles.
- Specialised hand tools and other equipment.
- Basic horticulture and/or nursery.

- Stores work and inventory control.
- Basic supervision.
- “C” and “LR” class licence may be required.
- Plant certificate(s) may be required.
- May be required to hold appropriate Life Saving Certificate, including Resuscitation and First Aid.
- Appropriate Western Power safety accreditation may be required.

B.3.2 Specialist knowledge of skills

B.3.2(a) General

Indicative but not exclusive of the skills required of an employee at this level are:

Plant operation skills:

- Use of specialised hand tools and minor plant.
- Operator skill low to medium experience required.
- Single function equipment.
- Operator machine maintenance and set up low to medium complexity.
- Basic dimensional control on works other than pre-set by plant.

Examples: Loader (yard) (borrow pit), chipper, roller (base course), cherrypicker (unconfined working space), tractors and mounted equipment.

- Drive vehicles up to two axles.
- Use of measuring instruments and tools.
- Basic horticultural and nursery skills, including gardening, tree pruning, grafting, propagating, potting, planting and other duties.
- Store work, including:
 - Inventory and store control.
 - Licensed operation of appropriate materials, handling equipment.
 - Intermediate keyboard skills and computer operation.
- Prepare concrete, bitumen and pipe laying to line and grade from plans, drawings, and instructions, including form work, levelling, screed, render and finish.
- Basic supervisory skills.
- Sound knowledge of the employer’s safety policy requirements as they relate to the job being undertaken.

B.3.2(b) Communication

- Oral and written literacy and numeracy skills to provide information and advice to other employees, higher level staff and members of the public.

B.3.2(c) Complexity/multi-skilling

- Broader range of activities with variation restricted to the area of operation with a limited complexity subject to training and/or experience.

B.3.3 Responsibility and accountability

- Works under routine (general) supervision either individually or in a team environment on a range of projects.
- Responsible for the quality and completion of their own work subject to routine direction.
- Responsible for materials, tools, equipment, vehicles, and plant in their use.
- Responsible for quality control/assurance procedures, including recognising quality deviation/faults.
- May be responsible for the supervision and limited guidance of a small work group.

B.3.4 Decision making and problem solving

- Problems at this level are generally of a routine nature, requiring experience and a degree of personal judgement based on previous experiences and set guidelines. Solutions are readily available with problems being of limited difficulty.
- Required to make technical and operational decisions relating to personal safety and work, and safety of other employees and the public.

B.4 Municipal Employee Level 4

B.4.1 Qualifications, training and experience

Training (including appropriate safety training) or possess appropriate and relevant equivalent experience and achieved a good working knowledge of the technical requirements of the job to be undertaken in some or all of the following areas:

- Advanced construction and/or maintenance, i.e., advanced concreting and/or bitumen finishing work, pipe laying, and material sampling, testing and compaction techniques.
- Safe operation and user maintenance of mechanical plant.
- Safe operation and user maintenance of heavy vehicles.
- Precision tools and instruments.
- Reticulation.
- Intermediate horticulture and nursery, may include assistance in turf preparation.
- Materials and equipment estimating.
- Progress towards Supervisory Certificate (level 1) and/or relevant experience.
- “B”, “LR” or “MR” class licence may be required.
- Plant certificate(s) may be required.
- Appropriate Western Power safety accreditation may be required.
- Licence in explosives handling may be required.

B.4.2 Specialist knowledge of skills

B.4.2(a) General

Indicative but not exclusive of the skills required of an employee at this level are:

Plant operation skills:

- Operator skill level medium-high with significant experience.
- Multi-function equipment.
- Operator machine maintenance and set up medium to high complexity.
- Dimensional control working to existing levels or moderate degree of accuracy to design levels.

Examples: Hiab, loader (box out), grader (box out) (maintenance), excavator (box out), street sweeper, gang mower (sports turf), cherrypicker (confined working space).

- Drive vehicles three axles or greater.
- Use and interpretation of precision measuring instruments and tools.
- Intermediate horticultural and nursery, including assistance in turf preparation and maintenance, tree pruning and landscaping.
- Plan reading, single dimensional.
- Advanced concrete work - major concrete works, reinforced structural from plans and drawings without pre-set levels.
- Developed supervisory skills.
- Basic understanding of quality control techniques.
- Installation, repair and maintenance of reticulation systems (including controllers) and modification and additions to existing systems including low voltage electrical work.
- Sound knowledge of the employer's safety policy requirements as they relate to the job being undertaken and the affect on the public.
- Handling and use of explosives.

B.4.2(b) Communication

- Oral and written literacy and numeracy skills to provide information and advice to other employees, higher level staff, clients, suppliers, and members of the public.

B.4.2(c) Complexity/multi-skilling

- Broader range of activities with variation restricted to the area of operation with a high level of complexity subject to training and/or experience.

B.4.3 Responsibility and accountability

- Works under limited supervision either individually or in a team environment and may be on a range of projects.
- Responsible for quality and standard of work performed, including work of other employees.
- Responsible for providing employees under their supervision with on-the-job training and guidance.
- Responsible for materials, tools, equipment, vehicles and plant in the employee's use and used by others under their supervision.
- Responsible for quality control/assurance procedures, including recognising and correcting quality deviations and/or faults.
- May be responsible for the supervision and limited guidance of a small work group.

B.4.4 Decision making and problem solving

- Problems at this level require employees to use some originality in approach with solutions usually attributable to application of previously encountered solutions or experience.
- Required to make technical and operational decisions relating to personal work and safety and safety of the public.
- May be required to make technical and operational decisions relating to the work and safety of others.

B.5 Municipal Employee Level 4A

B.5.1 Qualifications, training and experience

- An employee at this level will have completed the requirements of a Trade Certificate level qualification or possess appropriate and relevant equivalent experience.

B.5.2 Specialist knowledge of skills

B.5.2(a) General

- An employee is required to exercise the skills and knowledge of the relevant trade or experience.

B.5.2(b) Communication

- Exercises good interpersonal and communication skills.

B.5.2(c) Complexity/multi-skilling

- Performs non-trade tasks within the employee's skill, competence and training.

B.5.3 Responsibility and accountability

- Performs work under the limited supervision either individually or in a team environment.
- Responsible for assuring the quality of their own work.
- Assists in the provision of on-the-job training to a limited degree.
- Understands and applies quality control techniques.

B.5.4 Decision making and problem solving

- Exercises discretion within the scope of this level.
- Performs work which while primarily involving the skills of the employee's trade or experience is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

B.6 Municipal Employee Level 5

B.6.1 Qualifications, training and experience

An employee at this level will have completed the requirements of level 4 and will have satisfactorily completed structured training (including appropriate safety training) or level 4A and possess appropriate and relevant equivalent experience to one or more of the following levels:

- Safe operation and user maintenance of specialist plant and/or heavy vehicles.
- Advanced reticulation.
- Advanced or specialist horticulture and nursery, including turf preparation and management.
- Materials, equipment and cost estimating, and job cost recording.
- Completed Supervisory Certificate (level 1) and/or relevant equivalent experience.
- Experienced Trade Certificate or equivalent.
- "B", "LR" or "MR" class licence may be required with extensive experience.
- Plant certificate(s) may be required.

B.6.2 Specialist knowledge of skills

B.6.2(a) General

Indicative but not exclusive of the skills required of an employee at this level are:

Plant operation skills:

- Operator skill level medium-high with significant experience.
- Multi-function equipment.
- Operator machine maintenance and set up medium to high complexity.

- Dimensional control of work requiring a high degree of accuracy with respect to design levels.

Examples: Excavator and grader (final trim).

- Advanced or specialist horticultural, turf and/or nursery skills.
- Technical skills in plan reading including horizontal and vertical dimensions.
- Sound supervisory, guidance and training skills.
- Understand and applies quality control techniques.
- Install, repair and maintain major reticulation systems, including electrical work. Pump and bore installation, repair and maintenance.
- Good working knowledge of the organisation, operations and general procedures which impact upon their work.
- Sound knowledge of the employer's safety policy requirements as they relate to the job being performed and the affect on the public.

B.6.2(b) *Communication*

- Developed oral and written literacy and numeracy skills to provide information and advice to other employees, higher level staff, clients, suppliers, and members of the public.
- May be required to prepare basic written correspondence and/or prepare standard format reports.

B.6.2(c) *Complexity/multi-skilling*

- Broader range of activities with variation restricted to the area of operation with a high level of complexity subject to training and/or experience.
- Capable of undertaking a range of specific tasks of a complex nature.

B.6.3 *Responsibility and accountability*

- Works unsupervised and is subject to limited direction.
- Responsible for quality and standard of work performed, including work of other employees.
- Responsible for achieving and maintaining high technical quality without direction.
- Responsible for providing employees under their supervision with on-the-job training and guidance.
- Responsible for materials, tools, equipment, vehicles and plant in the employee's use and used by others under their supervision.
- Responsible for quality control/assurance procedures, including recognising and correcting quality deviations and/or faults.
- Responsible for productivity and efficiency of work groups supervised.

B.6.4 Decision making and problem solving

- Problems at this level are frequently of a complex or technical nature, with solutions not necessarily related to previous direct experience and therefore requires some initiative and personal judgement. If required, guidance and assistance is usually available.
- May be required to make planning, technical and operational decisions relating to the work and safety of other employees and safety of the public.

B.7 Municipal Employee Level 6

B.7.1 Qualifications, training and experience

Employees at this level will have satisfactorily completed the requirements of level 5 and have as a minimum, a trade certificate or equivalent or possess appropriate and relevant equivalent experience and will, in addition:

- Safe operation and user maintenance of a range of different vehicles and/or plant, has extensive experience in their operation at an advanced level.
- Advanced or specialist horticulture and nursery, including turf preparation and management with extensive experience in a wide range of areas.
- Materials, equipment and cost estimating. Job cost and budgetary control.
- Completed Supervisory Certificate (level 2) and has relevant experience.
- Have commenced and partially completed an appropriate post trade certificate.
- "B", "LR" or "MR" class licence may be required with extensive experience.
- Plant certificate(s) may be required.

B.7.2 Specialist knowledge of skills

B.7.2(a) General

Indicative but not exclusive of the skills required of an employee at this level are:

- Operation of a range of vehicles and/or specialised plant requiring advanced skills and operation to rigid specifications.
- A wide range of advanced and/or specialist horticultural, turf and/or nursery skills.
- Advanced technical skills in materials performance and compaction and plan reading including horizontal and vertical dimensions and establishing sections for materials estimating.
- Sound supervisory, training and basic human resources management and employee relations skills.
- Detailed knowledge and understanding of quality control techniques and their application.
- Detailed knowledge of the organisation, operation and general procedures.
- Sound knowledge of the employer's safety policy requirements as they relate to the job being performed and the affect on the public.

B.7.2(b) *Communication*

- Developed oral and written literacy and numeracy skills to negotiate with other employees, higher level staff, clients, suppliers and members of the public.
- May be required to prepare written correspondence and reports.

B.7.2(c) *Complexity/multi-skilling*

- Broader range of activities with variation restricted to the area of operation with a high level of complexity subject to training and/or experience.
- Capable of undertaking a range of specific tasks of a complex nature.

B.7.3 Responsibility and accountability

- Works without direct supervision.
- Responsible for quality and standard of work performed, including productivity and safety.
- Responsible for providing employees under their supervision with on-the-job training and guidance.
- Responsible for ensuring personnel practices are applied.
- Responsible for materials, tools, equipment, vehicles and plant in the employee's use and used by others under their supervision.
- Responsible for quality control/assurance procedures, including recognising and correcting quality deviations and/or faults.
- Responsible for productivity and efficiency of work groups supervised.
- Responsible for negotiation with clients, suppliers and members of the public.

B.7.4 Decision making and problem solving

- Problems at this level are frequently of a complex or technical nature with solutions not necessarily related to previous direct experience and therefore requires initiative, personal judgement and discretion.
- Exercise high precision trade skills using various materials and/or specialised techniques.

B.8 Municipal Employee Level C5 – Advanced Engineering Tradesperson (Automotive Mechanic)

B.8.1 Qualifications, training and experience

An employee at this level will be either:

- an Advanced Engineering Tradesperson (Automotive) - Level II; or
- Advanced Engineering Tradesperson (Mechanical) - Level II,

who has completed (including appropriate on-the-job training):

- an Advanced Certificate; or
- 15 modules of an Associate Diploma; or
- equivalent accredited training,

and, where practical, the modules should be identified in the Enterprise Training Programme.

- * The Advanced Certificates and Associate Diplomas noted in this definition do not equate to existing TAFE qualifications of the same name and possession of such qualifications does not of itself justify classification of an employee at this level.

B.8.2 Specialist knowledge of skills, responsibility and accountability,

An Advanced Engineering Tradesperson works above and beyond a Tradesperson and to the level of the employee's training:

- (1) Provides technical guidance or advice within the scope of this level.
- (2) Prepares reports of a technical nature on specific tasks or assignments as directed, or within the scope of discretion at this level.
- (3) Has an over-all knowledge and understanding of the operating principle of the systems and equipment on which the Tradesperson is required to carry out the task.
- (4) Assists in the provision of on-the-job training in conjunction with supervisors and trainers.

The following are indicative of the tasks an employee at this level may perform, subject to the employee having the appropriate Trade and Post Trade Training to enable the particular tasks to be performed:

- Through a systems approach is able to exercise high level diagnostic skills on complex forms of machinery, equipment and instruments which utilise some combination of electrical, electronic, mechanical or fluid power principles.

- Sets up, commissions, maintains and operates sophisticated maintenance, production and test equipment and/or systems involving the application of computer operating skills at a higher level than Municipal Employee Level 6.
- Works on various forms of machinery and equipment electronically controlled by complex digital and/or analogue control systems using integrated circuitry.

Works on complex electronics or instruments or communications equipment or control systems which utilise electronic principles and electronic circuitry containing complex analogue and/or digital control systems using integrated circuitry.

APPENDIX C – EXCLUSION OF PROTECTED & PRESERVED TERMS

Protected conditions previously covered by the following Industrial Awards are expressly excluded from this agreement:

Local Government Officers Award (1999)

10. Contract of employment
11. Appointment and probation
12. Redundancy
13. Salaries - minimum annual
14. Relieving and higher duties
16. Traineeships
17. Allowances
19. Hours
20. Additional rates for ordinary hours of work
21. Shift work
22. Overtime
23. Standby for work
24. Annual leave
25. Personal leave
26. Bereavement leave
27. Parental leave
28. Public holidays
29. Reimbursement of accommodation and camping expenses
30. Travelling expense reimbursement

Municipal Employees Award (1999)

10. Contract of Employment
14. Redundancy
16. Wages
17. Extra Rates For Ordinary Hours
18. Payment of Wages
19. Allowances
20. Hours of Duty
21. Overtime
22. Shift Work
23. Annual Leave
24. Public Holidays
25. Sick Leave
26. Bereavement Leave
27. Family Leave
28. Parental Leave
30. Superannuation

Metal Trades (General) Award 1966

PART I GENERAL

6. Contract of Service
7. Higher Duties
8. Under-Rate Workers
9. Apprentices
10. Junior Employees
11. Part time Employment
12. Cadets
13. Hours
14. Overtime
15. Shift Work
16. Payment of Wages
18. Special Rates And Provisions
19. Car Allowance
20. Fares And Travelling Time
21. Distant Work
22. Location Allowances
23. Holidays And Annual Leave
24. Absence Through Sickness
29. Bereavement Leave
30. Maternity Leave
31. Wages And Supplementary Payment
- 32a. Redundancy
33. Superannuation
36. Traineeships

PART II CONSTRUCTION WORK

2. Contract of Service
3. Rest Period
4. Shift Work
5. Special Rates And Provisions
6. Allowance For Travelling And Employment In Construction Work
7. Distant Work
8. Annual Leave Loading
10. Wages
14. Termination/Redundancy

Restaurant, Tearoom and Catering Workers' Award, 1979

7. Contract of Service
8. Hours
9. Additional Rates for Ordinary Hours
10. Overtime
- 10A. Translation of Casual Employees
11. Casual Employees
12. Part-Time Employees
13. Meal Breaks
14. Meal Money

- 15. Sick Leave
- 16. Bereavement Leave
- 18. Annual Leave
- 19. Long Service Leave
- 20. Payment of Wages
- 20A. Translation of Full-Time and Part-Time Employees
- 21. Wages
- 21A. Minimum Wage - Adult Males & Females
- 22. Junior Employees
- 23. Apprentices
- 24. Option for Annualised Salary
- 25. Higher Duties
- 26. Uniforms and Laundering
- 29. No Reductions
- 30. Board and/or Lodging
- 31. Travelling Facilities
- 34. Change and Rest Rooms
- 37. Superannuation
- 38. Over Award Payments
- 39. Under-Rate Workers
- 41. Breakdowns
- 42. Location Allowance
- 43. Parental Leave
- 44. National Training Wage
- 46. Changes with Significant Effect and Redundancy
- 48. Redundancy
- 50. No Extra Claims
- 51. Further Claims

Child Care (Out of School Care - Playleaders) WA Award 2003.

- 8. Modes of employment
- 9. Hours of work
- 10. Meal breaks and allowances
- 11. Overtime
- 12. Personal leave
- 12A. Bereavement leave
- 12B. Casual employment
- 13. Location allowances
- 14. Annual leave
- 15. Redundancy
- 17. Long service leave
- 18. Payment of salaries
- 19. Staffing scale
- 20. Parental leave
- 21. Notice of termination
- 22. Stand down
- 23. No reduction
- 24. Salaries
- 25. Fares and travelling allowances
- 26. Superannuation

Child Care (Long Day Care) WA Award 2005.

8. Modes of employment
10. Ordinary hours
11. Overtime
12. Calculation of penalties
13. Personal leave
14. Annual leave
15. Long service leave
16. Parental leave
18. Wages
19. Meal breaks and allowances
20. Fares and travelling allowance
21. Location allowances
22. Payment of wages
23. Redundancy
24. Enterprise flexibility provisions
25. Dispute settlement procedure
26. Stand down
27. Supported wage system
28. Relationship to the National Training Wage Award 2000
29. Superannuation
30. Reimbursement of certain expenses

Schedule A—Classification definitions and skill descriptors

Schedule F—Translation to new wages and classification structure

APPENDIX D - GUIDELINES FOR ROSTERED DAYS OFF

CITY OF KWINANA ROSTERED DAY OFF (RDO)

GUIDELINES

- D.1 The normal working day(s) in each fortnight designated to be a rostered day off in respect of those Employees who have taken the option to work a 9 day fortnight or 19 day month (as defined within the Collective Agreement), will be known as the rostered day off (“RDO”) - based on a neutral cost to Council.
- D.2. Managers, in consultation with their teams, will determine which day will be the RDO for each Employee within that team. In determining such day(s), or part days teams will take into account the matters referred to in clause D.7. Any part day will be completed in that pay period.
- D.3. Teams in considering RDOs will take into account the effect it is likely to have on performance, Employees and/or the public before making a decision.
- D.4. An RDO will be regarded in the same way as a Saturday or Sunday in the event of Employee illness. If you are sick on your RDO, you cannot accrue that day as an RDO.
- D.5. RDOs are not accumulated during periods of long service leave. Long service leave will be taken on the basis that there are 10 normal working days in a fortnight.
- D.6. *As sick and annual leave days are paid at 8.43 hours (i.e. 8 Hours & 26 Minutes) for a 9 day arrangement and 8.02 hours (i.e. 8 hours & 1 minute) for a 19 day arrangement, RDO time is accrued when an Employee is on sick or annual leave.***
- D.7. With the exception of agreements made under clause D.7.1 and D.7.2 of these guidelines an RDO will be taken by entitled Employees within the pay period/s in which it was accumulated. An RDO cannot be accumulated outside of the pay period without the prior agreement of the Manager.

D.7.1 By Employer Request

Arrangement may be made, by the giving of 48 hours notice for deferment of a rostered day off to meet operational needs. In such circumstances Employees may be able by mutual agreement to choose one of the following options with regard to a deferred rostered day off –

- i. taking the deferred day at the next mutually convenient time
- ii. taking the day as an additional day's pay in the period in which the rostered day off was due to be taken; or
- iii. deferring the taking of the rostered day(s) off until the taking of annual leave at which time the day(s) may be taken as additional paid time off or as wages. Such arrangements as set out in D.7.1 (i. ii.and iii.) may also be followed by where a rostered day off falls due on a Public Holiday.

D.7.2 By Employee Request

Employees will be entitled to accrue up to five (5) RDOs, four (4) of which will be used by those Employees who will not be rostered to work over the Christmas/New Year period. The remaining day will be taken with their annual leave. For those Employees who work over the Christmas/New Year period, their accrued RDOs (maximum of five per year) will be taken with their annual leave.

A roster shall be drawn up to meet operational needs over the Christmas/New Year period. In the first instance volunteers will be asked for and in the second instance, a request will be made by the Employer to cover certain skilled position requirements. The roster will be released by 1 November, of each year and swaps of personnel will be allowed by mutual agreement so long as the Employee skill requirements are met.

Roster disputes will be covered through the normal management channels. The roster of Employees will be on a rotating basis.

- D.8. An Employee will understand, accept and agree that he or she will not undertake higher duties and/or overtime as a result of another Employee being on an RDO.

APPENDIX E - DEFINITIONS

E.1 GENERAL DEFINITIONS

- E.1.1 Commission** shall mean the *Fair Work Commission*.
- E.1.2 Commissioner** means a Commissioner appointed under the *Fair Work Commission*.
- E.1.3 Community Services Officer (Welfare and ancillary services)** shall mean a person engaged by a respondent whose role is to encourage, promote or conduct community pursuits and whose aim is the maintenance or improvement of general social and living standards with regard to family support, services, income, welfare, employment, education, health, housing, children's, youth, aged and domiciliary services, or who is primarily concerned with the social and living standards in the community and shall include an Assistant Community Services Officer.
- E.1.4 Community Services Officer (Recreation)** shall mean a person engaged by a respondent whose role is to initiate, coordinate, encourage, promote or conduct recreational activities within a community and shall include an assistant in relation to such functions and recreation centre and swimming pool staff. Provided that this definition does not include a person employed in a clerical capacity, for example Cashier/Receptionist, in a Recreation/Aquatic Centre.
- E.1.5 Community Services Officer (Arts, Theatre and Museum)** shall mean a person engaged by a respondent whose role is to raise the community's awareness of existing programmes, exhibitions, events, groups and organisations relative to arts and to encourage a positive and continuing interest in the arts within a community. An Employee may be a Theatre Manager who is responsible for the supervision of Theatre workers and coordination and promotion of activities of the Theatre, or a Museum Supervisor who is responsible for the overall supervision, care and maintenance of an employer's Museum.
- E.1.6 Law Enforcement Officer** shall mean an Employee employed to patrol, within the geographical confines of a Local Authority, for the purpose of watching, protecting or inspecting all property belonging to the Local Authority and/or to enforce one or more of the Authority's By-Laws or any Acts of Parliament which that Authority is empowered to enforce.
- E.1.7 Supervisory Officer** shall mean an Employee appointed to supervise and control a section (or sections) of the Employer's Depot work force and may be required to participate in the preparation of budgets and estimates.
- E.1.8 An Aboriginal person** is a person who identifies as such and furthermore is regarded as an Aboriginal person by members of his or her community.
- E.1.9 Headquarters** shall mean and include a permanent place wherein are stored or kept, plant equipment and materials or a place where vehicles are parked.
- E.1.10 Horticulture Tradesperson** shall mean an Employee who has successfully completed a recognised apprenticeship in the Gardening or Landscape Gardening or Turf Management or Nurseryperson branches of the Horticulture Trade, and who produces proof satisfactory to the Employer of such qualification, or who has by other means achieved a standard of knowledge equivalent thereto and is appointed in writing as such by the Employer.

E.1.11 Horticultural Tradesperson/Curator means an Employee who is in charge or has care and control over a park, garden, botanical garden, tennis court ground, cricket ground, golf course or other sporting ground or any other ground or similar area, but who does not directly supervise other Employees other than apprentices in training or to supervise Employees as a leading hand and who does not perform the normal duties of a caretaker.

E.1.12 Service wherever appearing in this agreement shall, besides actual working service, include time for which the Employee is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this agreement or other relevant legislation (eg. Workers' Compensation Act). Any other time in respect of which an Employee is absent (including unauthorised leave) from work shall not count as service but this does not mean that such other absence will necessarily break continuity of service.

E.1.13 Week shall mean the maximum 38 averaged ordinary hours or such lesser period of average ordinary hours generally worked by an Employee under his/her contract of employment in a seven day period.

E.1.14 Local Government Officer shall mean any Employee, excluding Municipal Employees and Recreation Employees, employed under this agreement and in accordance with the classifications listed in Appendix A.

E.1.15 Municipal Employee shall mean Employees below supervisor level engaged in the works (Depot) operational services including but not limited to parks and infrastructure maintenance; construction; garbage; sanitary and sullage services in accordance with the classifications listed in Appendix B.

E.1.16 Shift Work shall mean that arrangement specifically referred to as such in writing to a given Employee and routinely requiring a repeating roster of ordinary hours in which distinct shifts are identifiable and consistent from one day to the next.

E.1.17 Continuous Shift Work shall mean shift work as defined in E.1.16, but rostered so as to provide a continuous 24-hour, seven-days per week production or service at a constant level. Employees may be rostered on a rotational basis so that they are not constrained to one shift permanently.

E.1.18 Immediate Family includes:

- spouse or partner (a de facto spouse) of the employee. A de facto spouse means a person who lives with the employee on a bona fide domestic basis; and
- child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse or de facto partner of the employee.

E.1.19 Administration Employees, where not specified otherwise (and in particular, under clause 6 and this Appendix of this Agreement), shall include:

- employees appointed to positions classified under "Local Government Officer" criteria listed in Appendix A, and;
- employees who work in the Employer's main administration building; or employees who work at one of the other locations covered by this Agreement

and whose position description includes basic administrative support as more than 50 % of its primary responsibilities.

NB: Where this definition and any other definition or clause conflict, the other definition or clause shall prevail.

E.1.20 Recquatic Worker, shall mean any Employee employed under this agreement in accordance with the classifications listed in Appendix J.

E.1.21 NES shall mean the National Employment Standards.

APPENDIX F – SALARY/WAGE SCALES

City of Kwinana Collective Agreement 2016
Local Government Officer Effective 29 August 2016

Local Government Officer Junior Employees Appointed on or After 01 January 2009

		PREVIOUS 2015/16 CA ANNUAL SALARY	New Rate 2016/17 CA ANNUAL SALARY	FULL TIME F'NIGHTLY RATE	FT/PT HOURLY RATE	CASUAL HOURLY RATE +20%	17.5% ANNUAL LEAVE LOADING (Value)	PS TIL DAYS (Value)	Super (Max)
1401	LEVEL 1 U/16 years	27,658.80	28,212.08	1085.08	14.277368	17.132842	379.78	240.72	4372.87
1402	16 years	32,687.72	33,341.36	1282.36	16.873158	20.247790	448.83	284.48	5167.91
1403	17 years	35,201.92	35,906.00	1381.00	18.171053	21.805264	483.35	306.36	5565.43
1404	18 years	40,230.84	41,035.28	1578.28	20.766842	24.920210	552.40	350.13	6360.47
1405	19 years	42,746.08	43,600.96	1676.96	22.065263	26.478316	586.94	372.02	6758.15
1406	20 years	47,773.96	48,729.20	1874.20	24.660526	29.592631	655.97	415.78	7553.03

Local Government Officer Adult Rates

LEVEL		PREVIOUS 2015/16 CA ANNUAL SALARY	New Rate 2016/17 CA ANNUAL SALARY	FULL TIME F'NIGHTLY RATE	FT/PT HOURLY RATE	CASUAL HOURLY RATE +20%	17.5% ANNUAL LEAVE LOADING (Value)	PS TIL DAYS (Value)	Super (Max)	
3006	ADULT	50,288.16	51,293.84	1972.84	25.958421	31.150105	690.49	437.66	7950.55	
3007	LEVEL 2	1	52,271.44	53,316.64	2050.64	26.982105	32.378526	717.72	454.92	8264.08
3008		2	53,366.04	54,433.60	2093.60	27.547368	33.056842	732.76	464.45	8437.21
3009		3	55,224.52	56,329.00	2166.50	28.506579	34.207895	758.28	480.62	8731.00
3010		4	57,103.80	58,245.72	2240.22	29.476579	35.371895	784.08	496.98	9028.09
3011	LEVEL 3	1	58,958.12	60,137.48	2312.98	30.433947	36.520736	809.54	513.12	9321.31
3012		2	60,039.72	61,240.40	2355.40	30.992105	37.190526	824.39	522.53	9492.26
3013		3	61,120.28	62,342.80	2397.80	31.550000	37.860000	839.23	531.93	9663.13
3014		4	62,649.08	63,902.28	2457.78	32.339211	38.807053	860.22	545.24	9904.85
3015	LEVEL 4	1	64,380.16	65,667.68	2525.68	33.232632	39.879158	883.99	560.30	10178.49
3016		2	65,587.08	66,899.04	2573.04	33.855789	40.626947	900.56	570.81	10369.35
3017		3	66,618.24	67,950.48	2613.48	34.387895	41.265474	914.72	579.78	10532.32
3018		4	68,186.04	69,550.00	2675.00	35.197368	42.236842	936.25	593.43	10780.25
3019	LEVEL 5	1	70,130.32	71,532.76	2751.26	36.200789	43.440947	962.94	610.35	11087.58
3020		2	71,279.00	72,704.84	2796.34	36.793947	44.152736	978.72	620.35	11269.25
3021		3	72,399.08	73,847.28	2840.28	37.372105	44.846526	994.10	630.09	11446.33
3022		4	74,005.36	75,485.28	2903.28	38.201053	45.841264	1016.15	644.07	11700.22

3023	LEVEL 6	1	75,193.56	76,697.40	2949.90	38.814474	46.577369	1032.47	654.41	11888.10
3024		2	77,420.20	78,968.76	3037.26	39.963947	47.956736	1063.04	673.79	12240.16
3025		3	78,942.24	80,520.96	3096.96	40.749474	48.899369	1083.94	687.04	12480.75
3026		4	80,710.24	82,324.32	3166.32	41.662105	49.994526	1108.21	702.42	12760.27
3027	LEVEL 7	1	82,457.96	84,106.88	3234.88	42.564211	51.077053	1132.21	717.63	13036.57
3028		2	84,416.28	86,104.72	3311.72	43.575263	52.290321	1159.10	734.68	13346.23
3029		3	86,031.40	87,752.08	3375.08	44.408947	53.290742	1181.28	748.73	13601.57
3030		4	87,185.80	88,929.36	3420.36	45.004737	54.005684	1197.13	758.78	13784.05
3031	LEVEL 8	1	89,258.52	91,043.68	3501.68	46.074737	55.289684	1225.59	776.82	14111.77
3032		2	90,874.16	92,691.56	3565.06	46.908684	56.290421	1247.77	790.88	14367.19
3033		3	92,487.72	94,337.36	3628.36	47.741579	57.289895	1269.93	804.92	14622.29
3034		4	94,101.28	95,983.16	3691.66	48.574474	58.289369	1292.08	818.97	14877.39
3035	LEVEL 9	1	97,311.76	99,258.12	3817.62	50.231842	60.278210	1336.17	846.91	15385.01
3036		2	99,090.16	101,071.88	3887.38	51.149737	61.379684	1360.58	862.38	15666.14
3037		3	101,179.51	103,203.36	3969.36	52.228421	62.674105	1389.28	880.57	15996.52
3038		4	103,265.24	105,330.70	4051.18	53.305000	63.966000	1417.91	898.72	16,326.26

Recquatic Worker Junior Rates Effective 29 August 2016
City of Kwinana Collective Agreement 2016

LEVEL		PREVIOUS 2015/16 CA ANNUAL SALARY	NEW 2016/17 CA ANNUAL SALARY	FULL TIME F'NIGHTLY RATE	FT/PT HOURLY RATE	CASUAL HOURLY RATE +20%	17.5% ANNUAL LEAVE LOADING (Value)	PS TIL DAYS (Value)	SUPER (max)
1301	LEVEL 1 U/16								
	years	21,687.28	22,111.96	850.46	11.190263	13.428316	297.66	188.67	3427.35
1302	16 years	25,619.36	26,131.56	1005.06	13.224474	15.869369	351.77	222.96	4050.39
1303	17 years	27,590.68	28,142.40	1082.40	14.242105	17.090526	378.84	240.12	4362.07
1304	18 years	31,532.56	32,163.04	1237.04	16.276842	19.532210	432.96	274.43	4985.27
1305	19 years	33,502.56	34,172.84	1314.34	17.293947	20.752736	460.02	291.58	5296.79
1306	20 years	37,444.68	38,193.48	1468.98	19.328684	23.194421	514.14	325.88	5919.99
1307	LEVEL 2 U/16								
	years	24,787.36	25,282.92	972.42	12.795000	15.354000	340.35	215.72	3918.85
1308	16 years	29,294.72	29,880.76	1149.26	15.121842	18.146210	402.24	254.95	4631.52
1309	17 years	31,548.40	32,179.16	1237.66	16.285000	19.542000	433.18	274.57	4987.77
1310	18 years	36,054.72	36,775.96	1414.46	18.611316	22.333579	495.06	313.79	5700.27
1311	19 years	38,309.44	39,075.40	1502.90	19.775000	23.730000	526.02	333.41	6056.69
1312	20 years	42,815.76	43,672.20	1679.70	22.101316	26.521579	587.90	372.63	6769.19
1313	LEVEL 3 U/16								
	years	26,013.52	26,534.04	1020.54	13.428158	16.113790	357.19	226.40	4112.78
1314	16 years	30,743.44	31,358.08	1206.08	15.869474	19.043369	422.13	267.56	4860.50
1315	17 years	33,108.40	33,770.36	1298.86	17.090263	20.508316	454.60	288.14	5234.41
1316	18 years	37,837.80	38,594.40	1484.40	19.531579	23.437895	519.54	329.30	5982.13
1317	19 years	40,202.76	41,006.68	1577.18	20.752368	24.902842	552.01	349.88	6356.04
1318	20 years	44,932.68	45,831.24	1762.74	23.193947	27.832736	616.96	391.05	7103.84

Recquatic Worker Adult Rates Effective 29 August 2016

LEVEL		PREVIOUS 2015/16 CA ANNUAL SALARY	NEW 2016/17 CA ANNUAL SALARY	FULL TIME F'NIGHTLY RATE	FT/PT HOURLY RATE	CASUAL HOURLY RATE +20%	17.5% ANNUAL LEAVE LOADING (Value)	PS TIL DAYS (Value)	SUPER (Max)
1319	LEVEL 1	39,414.96	40,203.28	1546.28	20.345789	24.414947	541.20	343.03	6231.51
1320	LEVEL 2	45,068.40	45,969.56	1768.06	23.263947	27.916736	618.82	392.23	7125.28
1321	LEVEL 3	47,297.64	48,243.52	1855.52	24.414737	29.297684	649.43	411.63	7477.75
1322	LEVEL 4	50,287.12	51,292.80	1972.80	25.957895	31.149474	690.48	437.65	7950.38
1323	LEVEL 5	53,278.16	54,343.64	2090.14	27.501842	33.002210	731.55	463.68	8423.26
1324	LEVEL 6	59,557.16	60,748.48	2336.48	30.743158	36.891790	817.77	518.33	9416.01
1325	LEVEL 7	67,956.72	69,316.00	2666.00	35.078947	42.094736	933.10	591.43	10743.98
1326	LEVEL 8/1	79,292.20	80,878.20	3110.70	40.930263	49.116316	1088.74	690.08	12536.12
1327	LEVEL 8/2	90,599.60	92,411.80	3554.30	46.767105	56.120526	1244.00	788.49	14323.83

NB: Value of the "PS TIL" column is based on the standard daily hours in a 9-day fortnight roster and may differ according to your roster

**Works Depot Rates Effective 29 August 2016
City of Kwinana Collective Agreement 2016**

	Level	Previous 2015/2016 CA Annual Salary	New 2016/2017 CA Annual Salary	FULL TIME F'NIGHTLY RATE	FT/PT HOURLY RATE	CASUAL RATE RATE+20%	17.5% ANNUAL LEAVE LOADING (VALUE)	PS TIL DAYS (VALUE)	SUPER (MAX)
4015	Under 16	27,491.88	28,041.52	1078.52	14.191053	17.029264	377.48	239.26	4346.44
4016	16 Years	32,491.16	33,141.16	1274.66	16.771842	20.126210	446.13	282.77	5136.88
4017	17 Years	34,989.76	35,689.68	1372.68	18.061579	21.673895	480.44	304.52	5531.90
4018	18 Years	39,989.04	40,788.80	1568.80	20.642105	24.770526	549.08	348.03	6322.26
4019	19 Years	42,488.16	43,337.84	1666.84	21.932105	26.318526	583.39	369.78	6717.37
4020	20 Years	47,486.40	48,435.92	1862.92	24.512105	29.414526	652.02	413.27	7507.57
4001	Level 1 38hrs	49,985.52	50,985.48	1960.98	25.802368	30.962842	686.34	435.03	7902.75
4002	Above 38hrs Level 1	50,939.20	51,957.88	1998.38	26.294474	31.553369	699.43	443.32	8053.47
4021	L1/2	51,376.00	52,403.52	2015.52	26.520000	31.824000	705.43	447.13	8122.55
4022	L1/3	51,812.28	52,848.64	2032.64	26.745263	32.094316	711.42	450.93	8191.54
4003	Level 2/1	52,249.60	53,294.80	2049.80	26.971053	32.365264	717.43	454.73	8260.69
4023	L2/2	52,647.92	53,700.92	2065.42	27.176579	32.611895	722.90	458.20	8323.64
4024	L2/3	53,042.60	54,103.40	2080.90	27.380263	32.856316	728.31	461.63	8386.03
4004	Level 3/1	53,439.88	54,508.48	2096.48	27.585263	33.102316	733.77	465.09	8448.81
4025	L3/2	53,647.88	54,720.64	2104.64	27.692632	33.231158	736.62	466.90	8481.70
4026	L3/3	53,856.40	54,933.32	2112.82	27.800263	33.360316	739.49	468.71	8514.66
4005	Level 4/1	54,272.92	55,358.16	2129.16	28.015263	33.618316	745.21	472.34	8580.51
4028	L4/2	54,511.60	55,602.04	2138.54	28.138684	33.766421	748.49	474.42	8618.32
4029	L4/3	54,750.28	55,845.40	2147.90	28.261842	33.914210	751.76	476.49	8656.04
4030	L4/4	54,987.92	56,087.72	2157.22	28.384474	34.061369	755.03	478.56	8693.60
4006	Level 4A/1	55,226.60	56,331.08	2166.58	28.507632	34.209158	758.30	480.64	8731.32
4031	L4A/2	55,375.32	56,482.92	2172.42	28.584474	34.301369	760.35	481.93	8754.85
4032	L4A/3	55,523.52	56,634.24	2178.24	28.661053	34.393264	762.38	483.23	8778.31
4033	L4A/4	55,672.24	56,785.56	2184.06	28.737632	34.485158	764.42	484.52	8801.76
4007	Level 5/1	55,820.44	56,936.88	2189.88	28.814211	34.577053	766.46	485.81	8825.22
4034	L5/2	56,264.52	57,389.80	2207.30	29.043421	34.852105	772.55	489.67	8895.42
4035	L5/3	56,707.56	57,841.68	2224.68	29.272105	35.126526	778.64	493.53	8965.46

4008	L6/1	57,595.20	58,747.00	2259.50	29.730263	35.676316	790.82	501.25	9105.78
4037	L6/2	58,026.80	59,187.44	2276.44	29.953158	35.943790	796.75	505.01	9174.05
4038	L6/3	58,458.40	59,627.34	2293.36	30.175789	36.210947	802.68	508.76	9242.24
4039	L6/4	58,890.00	60,067.80	2310.30	30.398684	36.478421	808.60	512.52	9310.51
4110	Mechanic Level C5/1	60,866.52	62,083.84	2387.84	31.418947	37.702736	835.74	529.72	9623.00
4040	LC5/2	61,298.12	62,524.28	2404.78	31.641842	37.970210	841.67	533.48	9691.26
4041	LC5/3	61,729.72	62,964.20	2421.70	31.864474	38.237369	847.60	437.24	9759.45
4042	LC5/4	62,161.32	63,404.64	2438.64	32.087368	38.504842	853.52	540.99	9827.72

Please note rates include Industrial Allowance for levels 1-6, Environmental Allowances for levels 1-6 and Includes Tool Allowance for level C5

Local Government Officer Rates

Level		2016/2017	2017/2018
LEVEL 1 U/16 years		28,212.08	28,776.32
16 years		33,341.36	34,008.19
17 years		35,906.00	36,624.12
18 years		41,035.28	41,855.98
19 years		43,600.96	44,472.98
20 years		48,729.20	49,703.78
ADULT		51,293.84	52,319.72
LEVEL 2	1	53,316.64	54,382.97
	2	54,433.60	55,522.27
	3	56,329.00	57,455.58
	4	58,245.72	59,410.63
LEVEL 3	1	60,137.48	61,340.23
	2	61,240.40	62,465.21
	3	62,342.80	63,589.66
	4	63,902.28	65,180.33
LEVEL 4	1	65,667.68	66,981.03
	2	66,899.04	68,237.02
	3	67,950.48	69,309.49
	4	69,550.00	70,941.00
LEVEL 5	1	71,532.76	72,963.42
	2	72,704.84	74,158.94
	3	73,847.28	75,324.23
	4	75,485.28	76,994.99
LEVEL 6	1	76,697.40	78,231.35
	2	78,968.76	80,548.14
	3	80,520.96	82,131.38
	4	82,324.32	83,970.81
LEVEL 7	1	84,106.88	85,789.02
	2	86,104.72	87,826.81
	3	87,752.08	89,507.12
	4	88,929.36	90,707.95
LEVEL 8	1	91,043.68	92,864.55
	2	92,691.56	94,545.39
	3	94,337.36	96,224.11
	4	95,983.16	97,902.82
LEVEL 9	1	99,258.12	101,243.28
	2	101,071.88	103,093.32
	3	103,203.36	105,267.43
	4	105,330.70	107,437.31

Kwinana Recquatic Rates

Level	2016/2017	2017/2018
LEVEL 1 U/16		
years	22,111.96	22,554.20
16 years	26,131.56	26,654.19
17 years	28,142.40	28,705.25
18 years	32,163.04	32,806.30
19 years	34,172.84	34,856.30
20 years	38,193.48	38,957.35
LEVEL 2 U/16		
years	25,282.92	25,788.58
16 years	29,880.76	30,478.38
17 years	32,179.16	32,822.74
18 years	36,775.96	37,511.48
19 years	39,075.40	39,856.91
20 years	43,672.20	44,545.64
LEVEL 3 U/16		
years	26,534.04	27,064.72
16 years	31,358.08	31,985.24
17 years	33,770.36	34,445.77
18 years	38,594.40	39,366.29
19 years	41,006.68	41,826.81
20 years	45,831.24	46,747.86
LEVEL 1	40,203.28	41,007.35
LEVEL 2	45,969.56	46,888.95
LEVEL 3	48,243.52	49,208.39
LEVEL 4	51,292.80	52,318.66
LEVEL 5	54,343.64	55,430.51
LEVEL 6	60,748.48	61,963.45
LEVEL 7	69,316.00	70,702.32
LEVEL 8/1	80,878.20	82,495.76
LEVEL 8/2	92,411.80	94,260.04

Works Depot Pay Rate

Level	2016/2017	2017/2018
Under 16	28,041.52	28,602.35
16 Years	33,141.16	33,803.98
17 Years	35,689.68	36,403.47
18 Years	40,788.80	41,604.58
19 Years	43,337.84	44,204.60
20 Years	48,435.92	49,404.64
Level 1 38hrs	50,985.48	52,005.19
Above 38hrs Level 1	51,957.88	52,997.04
L1/2	52,403.52	53,451.59
L1/3	52,848.64	53,905.61
Level 2/1	53,294.80	54,360.70
L2/2	53,700.92	54,774.94
L2/3	54,103.40	55,185.47
Level 3/1	54,508.48	55,598.65
L3/2	54,720.64	55,815.05
L3/3	54,933.32	56,031.99
Level 4/1	55,358.16	56,465.32
L4/2	55,602.04	56,714.08
L4/3	55,845.40	56,962.31
L4/4	56,087.72	57,209.47
Level 4A/1	56,331.08	57,457.70
L4A/2	56,482.92	57,612.58
L4A/3	56,634.24	57,766.92
L4A/4	56,785.56	57,921.27
Level 5/1	56,936.88	58,075.62
L5/2	57,389.80	58,537.60
L5/3	57,841.68	58,998.51
L5/4	58,294.60	59,460.49
L6/1	58,747.00	59,921.94
L6/2	59,187.44	60,371.19
L6/3	59,627.34	60,819.89
L6/4	60,067.80	61,269.16
Mechanic Level C5/1	62,083.84	63,325.52
LC5/2	62,524.28	63,774.77
LC5/3	62,964.20	64,223.48
LC5/4	63,404.64	64,672.73

APPENDIX G – ALLOWANCE & REIMBURSEMENT SCALES – EFFECTIVE 08

SEPTEMBER 2016

G.1 On-Call Allowance

For the purposes of subclause 18.7, the Employer agrees to the payment of \$3.02996 per hour for on-call periods, and to be paid at the completion of each rostered period. The allowance will be paid regardless of any call-outs.

This allowance shall be increased annually (as at the beginning of the financial year), by the Consumer Price Index, all groups for Perth, for the 12 months to the March quarter prior to each increase calculated as the average of the latest four quarters over the average of the preceding four quarters.

G.2 Meal Allowances During Overtime

For the purposes of, and subject to the provisions of, subclause 18.4.3, an employee required to work overtime for more than two hours shall be paid a “first meal” \$11.486629 for a meal and, if owing to the amount of overtime worked, a second or subsequent meal is required he/she shall be paid “subsequent meal” \$7.45 for each meal so required. This shall not apply where meals are provided by the employer at the employer’s cost.

This allowance shall be increased annually (as at the beginning of the financial year), by the Consumer Price Index, all groups for Perth, for the 12 months to the March quarter prior to each increase calculated as the average of the latest four quarters over the average of the preceding four quarters.

G.3 Reimbursement for Private Vehicle Mileage

The rates specified below are expressed as cents per completed kilometre

Engine displacement (in cubic centimetres)			
Over 2600cc c/km	1600 – 2600cc c/km & Rotary Engines	1600cc and under c/km	Motor cycle c/km
\$0.77	\$0.76	\$0.65	\$0.2781

** The ATO does not provide a rate for Motor Cycle’s, so this has been increased by CPI.

This allowance shall be increased annually (as at the beginning of the financial year), in accordance with the ATO mileage deduction rates in place in on 30 June prior to each salary increase.

G.4 Appointed First Aider Allowance

An Employee who is appointed in writing by the Employer to be First Aiders will be paid an allowance of \$21.7014 for each completed pay period that s/he remains so appointed (excluding periods of leave). Pro rata for Part-time Employees.

This allowance shall be increased annually (as at the beginning of the financial year), by the Consumer Price Index, all groups for Perth, for the 12 months to the March quarter prior to each increase calculated as the average of the latest four quarters over the average of the preceding four quarters.

APPENDIX H – ORGANISATIONAL STAFF VALUES

Our organisation is committed to and actively pursues the continued development of a culture that truly reflects the vision of the organisation. This will be achieved through encapsulating the staff values as the foundation of the way we go about business.

The City's Staff Values being:

Lead from where you stand:	Leadership is within us all
Act with compassion:	Show that you care
Make it fun:	Seize the opportunity to have fun
Stand strong, stand true:	Have the courage to do what is right
Trust and be trusted:	Value the message, value the messenger
Why not yes?:	Ideas can grow with a yes!

APPENDIX I – SECTION 62 FROM THE FAIR WORK ACT (2009)

The following excerpt from the *Fair Work Act 2009* (i.e. section 62, paragraph 3) is provided for the convenience of Employees, and is current as at November 2013. Employees are reminded that legislation may be amended from time to time and should refer to the Act directly for issues that rely upon this section of the Act. The Act can be found easily on the internet, or by enquiring of the Human Resources Team.

Reasonable additional hours

- (3) In determining whether additional hours are reasonable or unreasonable for the purposes of subsection (1) and (2), the following must be taken into account:
- (a) any risk to the employee's health and from working the additional hours;
 - (b) the employee's personal circumstances, including family responsibilities;
 - (c) the needs of the workplace or enterprise in which the employee is employed;
 - (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours,
 - (e) any notice given by the employer of any request or requirement to work the additional hours;
 - (f) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (h) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (h) the nature of the employee's role, and the employee's level of responsibility;
 - (i) whether the additional hours are in accordance with averaging terms included under section 63 in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under section 64;
 - (j) any other relevant matter.

Note: An employee and an employer may **agree that the employee may take breaks during any additional hours worked by the employee.**

APPENDIX J – RECQUATIC WORKER CLASSIFICATIONS / POSITIONS

Employees at the Recquatic centre shall be classified into either *Local Government Officer* or *Recquatic Worker* scales. Appendix A provides the classifications for *Local Government Officers*, while this Appendix (J) provides the scales for *Recquatic Workers*.

J1 Recquatic Worker Level 1

An employee at Level 1 will have the following skills and experience, where relevant to the position:

- No previous work experience is required at this level.
- Minimal education (i.e. completion of year-10 required).
- An unrestricted 'C' (Car) manual class Driver's Licence may be required.
- Basic oral and written literacy and numeracy skills to enable liaison with immediate work group.
- Tasks are simple and non-complex.
- Works under direct supervision.
- Responsible for the quality and completion of their own work subject to detailed direction.
- Judgement is limited, as work is repetitive and generally coordinated by others.
- Work is clearly defined and of a routine and basic nature with established procedures, guidance and close supervision.
- Required to exercise basic judgement relating to own work and personal safety as required by relevant legislation and The City safety procedures.
- This level may be typically used for new employees for entry level positions/employees while assessing their skill level.
- Positions in existence at the time this agreement was lodged, and in this classification level included: - Birthday Party Coordinator (Adult)

J2 Recquatic Worker Level 2

An employee at Level 2 will have the following skills and experience where relevant to the position:

- An employee at this level will have satisfactorily completed the requirements of Level 1 and will be undertaking structured and / or on-the-job training (including appropriate safety training) or possess appropriate and relevant equivalent experience.
- Employee must be literate and capable of simple arithmetic.
- An unrestricted 'C' (Car) manual class Driver's Licence may be required.
- To be able to use a variety of selected minor plant and equipment using basic operation rather than technical skills.
- Intermediate keyboard skills and computer operation.
- Hold appropriate certificates such as RLSS Bronze Medallion, RLSS Pool Lifeguard
- Certificate, Current Apply First Aid Certificate.
- Cash handling skills.
- Basic keyboard and computing skills where required.

- Sound knowledge of The City safety policy requirements in relation to the jobs undertaken.
- Basic oral and written literacy and numeracy skills to enable liaison with work groups and communication with members of the public.
- Works under routine (general) supervision either individually or in a team environment.
- Responsible for the quality and completion of their own work subject to routine direction.
- Problems at this level may require limited personal judgement.
- Work procedures are already well established. The individual must apply existing known techniques to the work with decision-making being within existing routines, procedures and practices.
- Required to make operational decisions relating to own safety and work as required by relevant legislation and The City safety procedures.
- Positions in existence at the time this agreement was lodged, and in this classification level included:
 - Gymnastics Coach
 - Kindy gym Instructor Adult
 - Netball Jnr Adult Umpire
 - Netball Snr Badged Experienced Umpire
 - Netball Snr Unbadged /Experienced Umpire
 - Soccer Snr Umpire
 - Volleyball Umpire – Adult
 - Basketball Jnr Adult Umpire
 - Basketball Jnr Adult Umpire
 - Crèche Attendant UnQualified (Adult)

J3 Recquatic Worker Level 3

An employee at Level 3 will have the skills detailed in Level 2 along with the following skills and experience:

- Sound knowledge of The City safety policy requirements as they relate to the job being undertaken.
- Oral and written literacy and numeracy skills to provide information and advice to other employees, higher level staff and members of the public.
- Broader range of activities with variation restricted to the area of operation with limited complexity subject to training and/or experience.
- Works under routine (general) supervision either individually or in a team environment on a range of projects.
- Responsible for the quality and completion of their own work subject to routine direction.
- Responsible for quality control/assurance procedures, including to recognise quality deviation/faults.
- May be responsible for the supervision and limited guidance of a small work group.
- Problems at this level are generally of a routine nature, requiring experience and a degree of personal judgement based on previous experiences and set guidelines. Solutions are readily available with problems being of limited difficulty.
- Required to make technical and operational decisions relating to own safety and work, and safety of other employees and the public.

- Positions in existence at the time this agreement was lodged, and in this classification level included:
 - Aquatic Training Course Instructor (eg Bronze)
 - Holiday Program (Adult) Kiosk Attendant

J4 Recquatic Worker Level 4

An employee at Level 4 will have the skills detailed in Level 3 along with the following skills and experience:

- An employee at this level will possess appropriate and relevant equivalent experience and achieved a good working knowledge of the technical requirements of the job to be undertaken.
- Relevant instructors/coaches qualifications.
- An unrestricted 'C' (Car) manual class Driver's Licence may be required.
- Sound knowledge of The City safety policy requirements as they relate to the job being undertaken and the affect on the public.
- Oral and written literacy and numeracy skills to provide information and advice to other employees, higher level staff, clients, suppliers, and members of the public.
- Works under general supervision either individually or in a team environment and may be on a range of projects.
- Responsible for quality and standard of work performed, including work of other employees.
- Responsible for quality control/assurance procedures, including to recognise and correct quality deviations and/or faults.
- Problems at this level require employees to use some originality in approach with solutions usually attributable to application of previously encountered solutions or experience.
- Required to make technical and operational decisions relating to own work and safety and safety of the public.
- May be required to make technical and operational decisions relating to the work and safety of others.
- Positions in existence at the time this agreement was lodged, and in this classification level included:
 - Basketball Jnr/Snr Sports Director (*previously Jnr Co-ordinator*)
 - Netball Jnr/Snr Sports Director (*previously Jnr Coordinator*)
 - Soccer Jnr/Snr Sports Director (*previously Jnr Co-ordinator*)
 - Swim Instructor
 - Gym Instructor

J5 Recquatic Worker Level 5

An employee at Level 5 will have the skills detailed in Level 4 along with the following skills and experience:

- An unrestricted 'C' (Car) manual class Driver's Licence may be required with extensive experience.
- Sound supervisory, guidance and training skills.
- Good working knowledge of The City organisation, operations and general procedures which impact upon their work.

- Highly developed oral and written literacy and numeracy skills to provide information and advice to other employees, higher level staff, clients, suppliers, and members of the public.
- May be required to prepare basic written correspondence and/or prepare standard format reports.
- Capable of undertaking a range of specific tasks of a complex nature.
- Works unsupervised and is subject to limited direction.
- Responsible for quality and standard of work performed, including work of other employees.
- Responsible for achieving and maintaining high technical quality without direction.
- Responsible for providing employees under their supervision with on-the-job training and guidance.
- Undertake quality control/assurance procedures, including to recognise and correct quality deviations and/or faults.
- Responsible for productivity and efficiency of work groups supervised.
- Positions in existence at the time this agreement was lodged, and in this classification level included:
 - Crèche Attendant Qualified (Adult)
 - Facility Assistant
 - Pool Attendant (Ordinary)

J6 Recquatic Worker Level 6

An employee at Level 6 will have the skills detailed in Level 5 along with the following skills and experience:

- Materials, equipment and cost estimating, job cost and budgetary control.
- Completed relevant qualification and has relevant experience.
- An unrestricted 'C' (Car) manual class Driver's Licence may be required with extensive experience.
- Knowledge and understanding of quality control techniques and their application.
- Detailed knowledge of The City organisation, operation and general procedures.
- Sound knowledge of The City safety policy requirements as they relate to the job being performed and the affect on the public.
- Works without direct supervision.
- Responsible for quality and standard of work performed, including productivity and safety.
- Responsible for providing employees under their supervision with on-the-job training and guidance.
- Responsible for productivity and efficiency of work groups supervised.
- Problems at this level are frequently of a complex or technical nature with solutions not necessarily related to previous direct experience and therefore require initiative, personal Judgement and discretion.
- Positions in existence at the time this agreement was lodged, and in this classification level included:
 - Holiday Program Team Leader;
 - Personal Training

J7 Recquatic Worker Level 7

An employee at Level 7 will have the skills detailed in Level 6 along with the following skills and experience:

- An unrestricted 'C' (Car) manual class Driver's Licence may be required with extensive experience.
- Detailed knowledge of the City organisation, operation and general procedures.
- Sound knowledge of The City safety policy requirements as they relate to the job being performed and the affect on the public.
- Works under general direction
- Responsible for quality and standard of work performed, including productivity and safety.
- Responsible for supervising subordinate staff
- Responsible for productivity and efficiency of work groups supervised
- Required knowledge of programs, activities, operational policy
- Positions in existence at the time this agreement was lodged, and in this classification level included:
 - Aquatic Training Course Examiner
 - Tai Chi Instructor

J8 Recquatic Worker Level 8

This level provides for specialist positions, which fall outside the prescribed levels 1-7. The job titles listed in the table below include, but are not limited to, the classifications for each of the levels listed.

- Positions in existence at the time this agreement was lodged, and in this classification level included:
 - Aerobics Instructor
 - Aqua Instructor (Incl AquaFlow)
 - Yoga Instructor
 - Pilates Instructor
- Positions in this classification with 2+ years of experience shall be progressed to the second step of the Level.

16.7 Amendment to Council Policy – Civic, Social, Business Functions and Recognition

SUMMARY:

The purpose of this report is to make an amendment to the Policy – Civic Social and Business Functions by amending the title and including a clause in regard to the recognition of certain persons for service provided to the wellbeing of the Kwinana Community.

OFFICER RECOMMENDATION:

That Council:

1. Adopt the amended Policy – Civic, Social, Business Functions and Recognition, contained within Attachment A.
2. Retrospectively endorse the purchase of a recognition gift for the former Member of Brand presented on 18 August 2016 in accordance with the terms of the amended Policy within Attachment A.

NOTE: AN ABSOLUTE MAJORITY OF COUNCIL REQUIRED

DISCUSSION:

A copy of the Policy as recommended for amendment is detailed in Attachment A with the new text highlighted in blue. A summary of changes recommended to the Policy are included below.

Policy recommended for amendment **Civic, Social, Business Functions and Recognition**

The recommended changes include the inclusion of the following clause as a new addition in the Policy:

10 Recognition

That Elected Members can request to the Chief Executive Officer to acknowledge a local organisation, volunteer, former Elected Members and Members of Parliament for their efforts in serving Kwinana with a gift worth less than \$50. The gift recipient must have served at least 4 years in promoting the wellbeing of the Kwinana Community.

Note: Current Elected Members and Staff are excluded.

The purpose of this clause is to allow the opportunity to provide a gift of less than \$50 to a person, regardless of their affiliation with any political party, organisation or work status, that recognises a person's contribution to the promotion of the Kwinana Community. It is a condition that this promotion must have occurred for a minimum period of 4 years. Serving elected members and staff are excluded from such recognition under this clause.

16.7 AMENDMENT TO COUNCIL POLICY – CIVIC, SOCIAL, BUSINESS FUNCTIONS AND RECOGNITION

LEGAL/POLICY IMPLICATIONS:

Local Government Act 1995

2.7. Role of council

- (1) *The council —*
 - (a) *governs the local government's affairs; and*
 - (b) *is responsible for the performance of the local government's functions.*

- (2) *Without limiting subsection (1), the council is to —*
 - (a) *oversee the allocation of the local government's finances and resources;*
and
 - (b) *determine the local government's policies.*

FINANCIAL/BUDGET IMPLICATIONS:

Individual expenditure as a result of this Policy may have financial implications and if so, budgetary considerations are included on an annual basis.

ASSET MANAGEMENT IMPLICATIONS:

There are no direct asset management implications related to this report.

ENVIRONMENTAL IMPLICATIONS:

There are no direct environmental implications related to this report.

STRATEGIC/SOCIAL IMPLICATIONS:

The role of Council is to ensure that the Council's Policies are aligned with the key goals and aspirations as set out in our Plan for the Future.

RISK IMPLICATIONS:

There are no direct risk implications related to this report.

16.7 AMENDMENT TO COUNCIL POLICY – CIVIC, SOCIAL, BUSINESS FUNCTIONS AND RECOGNITION

COUNCIL DECISION

306

MOVED CR P FEASEY

SECONDED CR R ALEXANDER

That Council:

- 1. Adopt the amended Policy – Civic, Social, Business Functions and Recognition, contained within Attachment A.**
- 2. Retrospectively endorse the purchase of a recognition gift for the former Member of Brand presented on 18 August 2016 in accordance with the terms of the amended Policy within Attachment A.**

**CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL
8/0**



POLICY
CIVIC, SOCIAL, ~~AND~~ BUSINESS FUNCTIONS, AND RECOGNITION



CIVIC, SOCIAL, ~~AND~~ BUSINESS FUNCTIONS, AND RECOGNITION

To recognise the services rendered by Local Organisations, Volunteers, Elected Members, former Elected Members, Members of Parliament and Staff to the general wellbeing of the Kwinana Community.

To build positive relationships with the key stakeholders who may assist the City realise its Vision.

Adopted:	28/06/1989 #097
Last reviewed:	10/10/2007 #862 28/04/2010 #105 11/07/2012 #163 11/03/2015 #410
Legal Authority	Local Government Act 1995 Section 2.7 – Role of Council

Policy:

1. Local Organisations' Function:

That the Mayor, Elected Members, Chief Executive Officer, Directors, appropriate program managers, Freeman, past Mayors, both State and Federal Members of Parliament, current Citizen of the Year, and the spouses thereof, plus two representatives from each registered local organisation, be invited to a function to be held in a suitable venue in November/December each year.

2. Civic Recognition Function:

That the Mayor is authorised to hold a Function at a suitable venue for Elected Members, Freeman, retiring Elected Members, both State and Federal Members of Parliament, Chief Executive Officer, Directors, Special Guests, the Mayors/Presidents and Chief Executive Officers of the City's adjoining Local Governments and their respective spouses at a time and date determined by the Mayor after each ordinary election is held.

3. Staff Christmas Function:

That an appropriate function, based on staff suggestions, be held in December each year.

4. Volunteers' Function:

That volunteers involved in various activities in Kwinana be invited to a morning or afternoon tea or similar function to be held during the relevant National or International Thank A Volunteer day or week set aside to commemorate those various activities.

5. Seniors Week Function:

That a stakeholder function be held during the Seniors Week each year, to which a cross section of the seniors' population be invited (maximum 50 people).

6. New Teachers Afternoon Tea:

That all new teachers be invited to attend an afternoon tea to be held in February each year to welcome them to the City.

7. Mayoral Stakeholder Function:

This event is held in May of each year where possible, budget permitting and is designed to enable the celebration of the past 12 months' achievements with the City's key stakeholders. A decision to hold the function is to be at the discretion of the Mayor, Elected Members and Chief Executive Officer.

8. Organisation of Functions:

The Governance and Civic Services Department and the Marketing and Communications Department in conjunction with the Community Services Department, as appropriate, are to be responsible for the organisation of functions listed above, together with any other special functions called by the Mayor and/or Council for specific purposes. The list of invitees to all functions is to be approved by the Mayor after consultation with Elected Members.

9. Requests for Other Functions

In addition to the functions stated above, other functions in relation to the following purposes may be approved by the Chief Executive Officer:

- Reciprocal hospitality for regular meetings where an Elected Member or officer is the City's Representative on an established Working Group or alliance.
- City established Committee, Working Group or Action Group related to or part of the business plan of a City Service Team.
- City led facilitation of cross agency or multiple stakeholder collaboration to address social, environmental or economic issues.
- Important Stakeholders who by virtue of their level of influence, interaction or funding could make a contribution to the social, environmental and economic objectives of the City's Strategic Community Plan.
- Other requests that will raise the profile, reputation or standing of the City and/or make a contribution to the social, environmental and economic objectives of the City's Strategic Community Plan.

The discretion to approve such functions should take into consideration the following points:

- The relevant budget;
- Venue availability;
- Use of City Logo must be in accordance Council's Policy - Use of City of Kwinana Corporate Logo
- Staffing requirements and availability

10. Recognition

That Elected Members can request to the Chief Executive Officer to acknowledge a local organisation, volunteer, former Elected Members and Members of Parliament for their efforts in serving Kwinana with a gift worth less than \$50. The gift recipient must have served at least 4 years in promoting the wellbeing of the Kwinana Community.

Note: Current Elected Members and Staff are excluded.

16.8 Appointment of Auditor – City’s Systems and Procedures Audit 2016

SUMMARY:

To recommend to Council the appointment of an auditor to provide a comprehensive report for the biennial systems and procedures audit. The purpose of the audit is to satisfy the requirements of regulation 17 of the Local Government (Audit) Regulations 1996 by reviewing the appropriateness and effectiveness of the City’s systems and procedures in relation to:

- Risk Management
- Internal Controls; and
- Legislative Compliance

OFFICER RECOMMENDATION:

That the Audit Committee recommend to Council to appoint Moore Stephens to conduct the biennial systems and procedures audit as required by regulation 17 of the *Local Government (Audit) Regulations 1996* in accordance with the scope outlined in Attachment A.

AUDIT COMMITTEE RECOMMENDATION:

That Council appoint Moore Stephens to conduct the biennial systems and procedures audit as required by regulation 17 of the *Local Government (Audit) Regulations 1996* in accordance with the scope outlined in Attachment A.

NOTE: AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

DISCUSSION:

To complete the biennial systems and procedures audit, the Chief Executive Officer is to comply with Regulation 17 of the Local Government (Audit) Regulations in reviewing certain systems and procedures in relation to:

- (a) risk management; and
- (b) internal control; and
- (c) legislative compliance.

A local government is to carry out a systems and procedures audit at least once every two years, with this audit to be completed by 31 December 2016. The Department of Local Government has provided a guideline outlining the scope that should be carried out when conducting the systems and procedures audit and this is attached. After carrying out a systems and procedures audit the local government is to prepare an audit report in a form approved by the Minister. The local government’s audit committee is to review the audit report and is to provide the results of that review to council.

16.8 APPOINTMENT OF AUDITOR – CITY'S SYSTEMS AND PROCEDURES AUDIT 2016

Requests for quotations to undertake this audit were sent to four suppliers, resulting in only one quotation being provided. City Officers received a response from one supplier that commented that they could not deliver the scope within the price and that they will not provide a quote. The other two suppliers declined to quote with no reason. The quote received was from Moore Stephens who has the current contract for Financial Audit Services RFQ087/15 (between the City of Kwinana and Moore Stevens) and is considered good value for money in accordance with the City's Purchasing Policy. This quote has been made available to Committee Members and is detailed in Confidential Attachment B.

LEGAL/POLICY IMPLICATIONS:***Local Government Act 1995******7.3. Appointment of auditors***

- (1) *A local government is to, from time to time whenever such an appointment is necessary or expedient, appoint* a person, on the recommendation of the audit committee, to be its auditor.*

Local Government (Audit) Regulations 1996***17. CEO to review certain systems and procedures***

- (1) *The CEO is to review the appropriateness and effectiveness of a local government's systems and procedures in relation to —*
- (a) risk management; and*
 - (b) internal control; and*
 - (c) legislative compliance.*
- (2) *The review may relate to any or all of the matters referred to in subregulation (1)(a), (b) and (c), but each of those matters is to be the subject of a review at least once every 2 calendar years.*
- (3) *The CEO is to report to the audit committee the results of that review.*

FINANCIAL/BUDGET IMPLICATIONS:

An amount of \$12,000 has been included in the 2016/2017 budget in account 400058.1106.60 – Audit Fees.

ASSET MANAGEMENT IMPLICATIONS:

There are no direct asset management implications related to this report.

16.8 APPOINTMENT OF AUDITOR – CITY'S SYSTEMS AND PROCEDURES AUDIT 2016

ENVIRONMENTAL IMPLICATIONS:

There are no direct environmental implications related to this report.

STRATEGIC/SOCIAL IMPLICATIONS:

There are no direct strategic/social implications related to this report.

RISK IMPLICATIONS:

If the City does not carry out the audit by 31 December 2016 it will not comply with legislative requirements. This audit will play a valuable role in reducing risk and improving practices relating to internal control, risk management and legislative compliance.

COUNCIL DECISION

307

MOVED CR D WOOD

SECONDED CR S LEE

That Council appoint Moore Stephens to conduct the biennial systems and procedures audit as required by regulation 17 of the *Local Government (Audit) Regulations 1996* in accordance with the scope outlined in Attachment A.

CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL

8/0

City of Kwinana - Systems and Procedures Audit 2016

Summary:

The City of Kwinana is seeking a request for quotes to conduct the Systems and Procedures Audit in 2016, in accordance with the Local Government (Audit) Regulations 1996 and the Operational Guidelines issued by the Department of Local Government and Communities.

The City of Kwinana intend to ensure that all the requirements of this audit are met and that a comprehensive, open and transparent audit is undertaken to review the following key areas:

1. **Risk Management**
Internal control and risk management systems and programs are a key expression of a local government's attitude to effective controls.
2. **Internal Control**
Internal control is a key component of a sound governance framework, in addition to leadership, long-term planning, compliance, resource allocation, accountability and transparency. Strategies to maintain sound internal controls are based on risk analysis of the internal operations of a local government.
Internal control systems involve policies and procedures that safeguard assets, ensure accurate and reliable financial reporting, promote compliance with legislation and achieve effective and efficient operations and may vary depending on the size and nature of the local government.
3. **Legislative Compliance**
The compliance programs of a local government are a strong indication of attitude towards meeting legislative requirements.

Legislation:

Local Government (Audit) Regulations 1996

17. CEO to review certain systems and procedures

- (1) The CEO is to review the appropriateness and effectiveness of a local government's systems and procedures in relation to —
 - (a) risk management; and
 - (b) internal control; and
 - (c) legislative compliance.
- (2) The review may relate to any or all of the matters referred to in subregulation (1)(a), (b) and (c), but each of those matters is to be the subject of a review at least once every 2 calendar years.
- (3) The CEO is to report to the audit committee the results of that review.

Reference guide:

Department of Local Government and Communities
Local Government Operational Guidelines - No 9 – Revised September 2013
Audit in Local Governments



Administration

Cnr Gilmore Ave & Sulphur Rd, Kwinana WA 6167 | PO Box 21, Kwinana WA 6966 | Hours Mon-Fri 8am-5pm (Cashier hours 8am-4pm)
Telephone 08 9439 0200 | Facsimile 08 9439 0222 | TTY 08 9419 7513 | admin@kwinana.wa.gov.au | www.kwinana.wa.gov.au

Scope in detail:

The following must be considered for inclusion in the CEO's review of Risk Management, Internal Control and Legislative Compliance for the purposes of this audit:

Risk Management

- Reviewing whether the local government has an effective risk management system and that material operating risks to the local government are appropriately considered;
- Reviewing whether the local government has a current and effective business continuity plan (including disaster recovery) which is tested from time to time;
- Assessing the internal processes for determining and managing material operating risks in accordance with the local government's identified tolerance for risk, particularly in the following areas;
 - potential non-compliance with legislation, regulations and standards and local government's policies;
 - important accounting judgements or estimates that prove to be wrong;
 - litigation and claims;
 - misconduct, fraud and theft;
 - significant business risks, recognising responsibility for general or specific risk areas, for example, environmental risk, occupational health and safety, and how they are managed by the local government;
- Obtaining regular risk reports, which identify key risks, the status and the effectiveness of the risk management systems, to ensure that identified risks are monitored and new risks are identified, mitigated and reported;
- Assessing the adequacy of local government processes to manage insurable risks and ensure the adequacy of insurance cover, and if applicable, the level of self-insurance;
- Reviewing the effectiveness of the local government's internal control system with management and the internal and external auditors;
- Assessing whether management has controls in place for unusual types of transactions and/or any potential transactions that might carry more than an acceptable degree of risk;
- Assessing the local government's procurement framework with a focus on the probity and transparency of policies and procedures/processes and whether these are being applied;
- Should the need arise, meeting periodically with key management, internal and external auditors, and compliance staff, to understand and discuss any changes in the local government's control environment;
- Ascertaining whether fraud and misconduct risks have been identified, analysed, evaluated, have an appropriate treatment plan which has been implemented, communicated, monitored and there is regular reporting and ongoing management of fraud and misconduct risks.

Internal Control

Audit areas around:

- integrity and ethics;
- policies and delegated authority;
- levels of responsibilities and authorities;
- audit practices;
- information system access and security;
- management operating style; and
- human resource management and practices.

Aspects of an effective control framework will include:

- delegation of authority;
- documented policies and procedures;
- trained and qualified employees;
- system controls;
- effective policy and process review;
- regular internal audits;
- documentation of risk identification and assessment; and regular liaison with auditor and legal advisors.

The following are examples of controls that are typically reviewed:

- separation of roles and functions, processing and authorisation;
- control of approval of documents, letters and financial records;
- comparison of internal data with other or external sources of information;
- limit of direct physical access to assets and records;
- control of computer applications and information system standards;
- limit access to make changes in data files and systems;
- regular maintenance and review of financial control accounts and trial balances;
- comparison and analysis of financial results with budgeted amounts;
- the arithmetical accuracy and content of records;
- report, review and approval of financial payments and reconciliations; and
- comparison of the result of physical cash and inventory counts with accounting records.

Legislative Compliance

The compliance programs of a local government are a strong indication of attitude towards meeting legislative requirements. Audit committee practices in regard to monitoring compliance programs typically include:

- Monitoring compliance with legislation and regulations;
 - Reviewing the annual Compliance Audit Return and reporting to Council the results of that review;
 - Staying informed about how management is monitoring the effectiveness of its compliance and making recommendations for change as necessary;
 - Reviewing whether the local government has procedures for it to receive, retain and treat complaints, including confidential and anonymous employee complaints;
 - Obtaining assurance that adverse trends are identified and review management's plans to deal with these;
 - Reviewing management disclosures in financial reports of the effect of significant compliance issues;
 - Reviewing whether the internal and/or external auditors have regard to compliance and ethics risks in the development of their audit plan and in the conduct of audit projects, and report compliance and ethics issues to the audit committee;
 - Considering the internal auditor's role in assessing compliance and ethics risks in their plan;
 - Monitoring the local government's compliance frameworks dealing with relevant external legislation and regulatory requirements; and
 - Complying with legislative and regulatory requirements imposed on audit committee members, including not misusing their position to gain an advantage for themselves or another or to cause detriment to the local government and disclosing conflicts of interest.
-

The scope will also include a one hour meeting with the Audit Committee at 6pm on 14 November at the City of Kwinana Council Chambers.

Timeframe:

Request for quote invitation:	25 July 2016
Last day of submission:	8 August 2016
Report to Audit Committee to recommend appointment of auditor:	18 August 2016
	14 September 2016
Report to Council for appointment of auditor:	30 October 2016
Final Report by Auditor sent to Chief Executive Officer:	14 November 2016
Report to Audit Committee on findings:	23 November 2016
Report to Council:	

Attachment: Department of Local Government and Communities - Local Government Operational Guidelines - No 9 – Revised September 2013 - Audit in Local Governments

17 Urgent Business

Nil

18 Councillor Reports

18.1 Councillor Ruth Alexander

Councillor Ruth Alexander reported that she had attended the Urban Planning Strategy Workshop and that it had been a very useful and informative session.

Councillor Alexander advised that she had attended 50th Commemoration Long Tan Day.

18.2 Councillor Wendy Cooper

Councillor Wendy Cooper reported that she had attended the Rockingham Community Advisory Committee.

Councillor Cooper advised that she had attended the Urban Planning Strategy Workshop.

Councillor Cooper mentioned that she had attended the Southern Metropolitan Regional Council (SMRC) Stakeholders Relations Committee Meeting.

Councillor Cooper reported that she had attended Western Australian (WA) Police District Officer In Charge (OIC) Forum and that it was great to hear some positive reports.

Councillor Cooper advised that she had attended the City of Kwinana Stakeholders Function and was very pleased to see lots of new faces.

Councillor Cooper mentioned that she had attended the Access and Inclusion Working Group Meeting and advised that the group are going into discussions with Woolworths regarding a number of issues for people with disabilities.

Councillor Cooper reported that she had attended Kwinana Industries Council (KIC) School Based Training and that it is thrilling to hear young people taking on extra Tafe courses at night to achieve their goals.

18.3 Councillor Sandra Lee

Councillor Sandra Lee reported that she had attended the Governor's Prayer Breakfast.

Councillor Lee advised that she had attended the inaugural Kwinana Community Chest Community cheque presentation which was lovely to see the community groups receiving them and they were all very appreciative of the funds to assist them to enhance our community.

19 Response to Previous Questions

Nil

20 Mayoral Announcements (without discussion)

Mayor Carol Adams reported that she had attended Indian Ocean Gateway Presentations with DP World, Qube and Patrick's.

The Mayor advised that she had attended the inaugural Kwinana Community Chest Community cheque presentations and that it had been a lovely evening and explained that hopefully two presentations of this nature will be held each year.

The Mayor mentioned that she had attended the Western Australian (WA) Police District Officer In Charge (OIC) Forum and that she had received feedback regarding the City of Kwinana and City of Rockingham Domestic Violence Campaign, that it had been successful. The Mayor further mentioned that it was good to see Gilmore College is becoming a White Ribbon School to educate students against all kinds of violence.

The Mayor reported that she had attended a Property Council Luncheon which had been very interesting.

21 Matters Behind Closed Doors

COUNCIL DECISION

308

MOVED CR W COOPER

SECONDED CR P FEASEY

That Council move Behind Closed Doors.

CARRIED
8/0

The public and press exited the Council Chambers at 8:26pm

21.1 **Charitable Rate Exemption – Community Housing Limited – Rates Assessment #15182 and Community Housing Limited – Assessment #16062**

SUMMARY:

The above organisation has applied for a charitable rate exemption for the 2016/17 rating year in accordance with Council's Charitable Rate Exemption Policy.

OFFICER RECOMMENDATION:

That Council, pursuant to Section 6.26(2) (g) of the Local Government Act 1995, grant a charitable rate exemption to;

1. Community Housing Limited – Rates Assessment # 15182
2. Community Housing Limited – Rates Assessment # 16062

DISCUSSION:

21.1 CHARITABLE RATE EXEMPTION – COMMUNITY HOUSING LIMITED – RATES ASSESSMENT #15182 AND COMMUNITY HOUSING LIMITED – ASSESSMENT #16062

Under Section 6.26(2)(g) of the Local Government Act 1995, an organisation who is the owner of the land that is used exclusively for charitable purposes is not rateable. It is not sufficient that the owner is deemed to be a charitable organisation as the land use must be the deciding factor when granting approval for the exemption. In 2012/13 Council introduced a Charitable Rate Exemptions Council Policy for the approval of such exemptions.

In accordance with the Charitable Rate Exemptions Council Policy the Organisation's activities and purposes must –

- Provide relief to the poor, the distressed, or the underprivileged.
- Provide advancement of religion open to all members of the public and not subject to invitation.
- Aid in the fight against community deterioration and juvenile delinquency.
- The activities must not be of a commercial venture.
- The entity must be a not for profit or charitable organisation.

Community Housing Limited is a Public Benevolent Institution and is registered with the Australian Charities and Not-for-Profits Commission and endorsed to access the following tax concessions.

- GST Concession;
- FBT Exemption; and
- Income Tax Exemption Concession.

Community Housing Limited is one of Australia's and Western Australia's leading providers of social and affordable housing. Originating in 1993, Community Housing Limited currently manages 5,885 properties across Australia's six States.

Community Housing Limited works to ensure the provision of affordable and sustainable housing for all by:

- Providing housing which is affordable, has long-term tenure and appropriate services to live comfortably;
- Assisting residents to access housing and to maintain links with their communities;
- Ensuring that the development of housing improves social, economic and environmental sustainability;
- Creating employment and training opportunities in the development of housing wherever possible; and
- Assisting the development and sustainability of strong communities with social diversity by fostering community building initiatives to improve the health and wellbeing of disadvantaged people.

Community Housing Limited provides subsidised housing for members of the community most in need, including those with social and financial disadvantage. The two properties are provided as transitional / crisis accommodation for people exiting drug and alcohol rehabilitation.

Community Housing Limited leases the properties from the Department of Housing. Under the terms of the lease it is Community Housing Limited's responsibility for the

21.1 CHARITABLE RATE EXEMPTION – COMMUNITY HOUSING LIMITED – RATES ASSESSMENT #15182 AND COMMUNITY HOUSING LIMITED – ASSESSMENT #16062

payment of all charges, included but not limited to the payment of Council rates and water rates.

The properties are used exclusively for charitable purposes and satisfy the City's criteria and guidelines for assessing exemptions from payment of rates.

LEGAL/POLICY IMPLICATIONS:

The Charitable Rate Exemptions Council Policy demonstrates the commitment in supporting charitable organisations within the City to enable them to provide services and support to all members of the community.

FINANCIAL/BUDGET IMPLICATIONS:

The rate exemption will affect 2016/17 interim rates and environmental levy.

Budget Item Name:	300022.1928.10 – Interim Rates (Improved Residential)
Budgeted amount	\$2,297.52
Total Cost:	\$2,297.52

Budget Item Name:	300099.1653.30 – Environmental Levy
Budgeted amount	\$200.00
Total Cost:	\$200.00

*NOTE: All figures are exclusive of GST

This exemption application relates to rates. The Emergency Services Levy and any applicable rubbish charges will continue to be levied on this property.

ASSET MANAGEMENT IMPLICATIONS:

No asset management implications have been identified as a result of this report or recommendation.

ENVIRONMENTAL IMPLICATIONS:

No environmental implications have been identified as a result of this report or recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

Community Housing Limited can be considered as operating for purposes beneficial to the community. The organisation provides a public benefit by providing subsidised transitional / crisis accommodation for people exiting drug and alcohol rehabilitation.

RISK IMPLICATIONS:

No risk implications have been identified as a result of this report or recommendation.

21.1 CHARITABLE RATE EXEMPTION – COMMUNITY HOUSING LIMITED – RATES ASSESSMENT #15182 AND COMMUNITY HOUSING LIMITED – ASSESSMENT #16062

COUNCIL DECISION

309

MOVED CR P FEASEY

SECONDED CR S LEE

That Council move to return from Behind Closed Doors.

**CARRIED
8/0**

The Council Chambers reopened at 8:37pm

COUNCIL DECISION

310

MOVED CR B THOMPSON

SECONDED CR S LEE

That Council, pursuant to Section 6.26(2) (g) of the Local Government Act 1995, grant a charitable rate exemption to;

1. **Community Housing Limited – Rates Assessment # 15182**
2. **Community Housing Limited – Rates Assessment # 16062**

**CARRIED
8/0**

22 Meeting Closure

The Mayor declared the meeting closed 8:40pm.

Chairperson:

14 September 2016