

# Ordinary Council Meeting

12 July 2017

## 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](http://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 PETER FEASEY  
CR R ALEXANDER  
CR W COOPER  
CR S LEE  
CR S MILLS  
CR B THOMPSON  
CR D WOOD

MS C MIHOVILOVICH	-	Acting Chief Executive Officer
MS M BELL	-	Acting Director City Regulation
MRS B POWELL	-	Director City Engagement
MR R NAJAFZADEH	-	Acting Director City Infrastructure
Mr P NEILSON	-	Manager Planning
MRS S WILTSHIRE	-	Manager Human Resources
MS A MCKENZIE	-	Council Administration Officer

Members of the Press	0
Members of the Public	0

## **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 Bob Thompson 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:**

Nil

#### **5 Applications for Leave of Absence:**

Nil

#### **6 Declarations of Interest by Members and City Officers:**

Nil

#### **7 Community Submissions:**

Nil

#### **8 Minutes to be Confirmed:**

##### **8.1 Ordinary Meeting of Council held on 28 June 2017:**

###### **COUNCIL DECISION**

535

**MOVED CR S MILLS**

**SECONDED CR R ALEXANDER**

**That the Minutes of the Ordinary Meeting of Council held on 28 June 2017 be confirmed as a true and correct record of the meeting.**

**CARRIED  
8/0**

##### **8.2 Special Meeting of Council held on 5 July 2017:**

###### **COUNCIL DECISION**

536

**MOVED CR W COOPER**

**SECONDED CR B THOMPSON**

**That the Minutes of the Special Meeting of Council held on 5 July 2017 be confirmed as a true and correct record of the meeting.**

**CARRIED  
8/0**

## **9 Referred Standing / Occasional / Management /Committee Meeting:**

Nil

### **9.1 Executive Appraisal Committee Meeting held on 19 June 2017:**

#### **COUNCIL DECISION**

537

**MOVED CR S MILLS**

**SECONDED CR W COOPER**

**That the Minutes of the Executive Appraisal Committee Meeting held on 19 June 2017 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 Endorsement of Minister's Modifications to Scheme Amendment 100A to Town Planning Scheme No.2 – Development Contribution Areas 2-7

#### SUMMARY:

On 11 May 2017, the City of Kwinana (City) received correspondence that the Minister for Planning (Minister) had made a determination requiring the City to make a number of minor modifications to the text of proposed Amendment 100A to the City's Town Planning Scheme No. 2 (the Scheme) (refer Attachment A).

Amendment 100A was adopted by Council for final approval on 23 November 2016 and seeks to introduce into the Scheme a number of Development Contribution Areas (DCAs) and associated Development Contribution Plans (DCPs) over newer urban areas within the City – Mandogalup, Wandi, Anketell, Casuarina and Wellard East.

City Officers have considered the modifications required by the Minister and have determined that the intent of the Amendment is not materially altered. A copy of the Amended Scheme Text is contained at Attachment B.

It must be noted that Section 87(2) of the *Town Planning and Development Act 2005* (Act) and clause 62(2) of the *Planning and Development (Local Planning Scheme) Regulations 2015* (Regulations) impose a statutory obligation on the City to comply with the Minister's requirements. Notwithstanding, should Council wish to make a submission to the Minister with respect to the requirements stipulated and ask that the submission is considered when the modified Amendment documentation is returned to the Minister for final approval, then that option is available to Council.

City Officers recommend however, that Council endorse the modifications to Amendment 100A and return the modified documents to the Western Australian Planning Commission (WAPC), such that the Amendment can progress towards gazettal.

#### OFFICER RECOMMENDATION:

That Council:

1. Notes the Minister for Planning's direction, pursuant to Section 87(2) of the Act, to modify Amendment 100A to the Scheme as follows:
  - i) A formula for calculating cost contributions is to be included in the methodology for calculating contributions section of each of the proposed DCPs.
  - ii) The text in the Review Process section of each proposed DCP is to be deleted and replaced with the following:

"The plan will be reviewed when considered appropriate, though not exceeding a period of five years duration, having regard to the rate of subsequent development in the catchment areas since the last review and the degree of development potential still existing.



**15.1 ENDORSEMENT OF MINISTER'S MODIFICATIONS TO SCHEME AMENDMENT 100A TO TOWN PLANNING SCHEME NO.2 – DEVELOPMENT CONTRIBUTION AREAS 2-7**

The estimated infrastructure costs contained in the Infrastructure Cost Contribution Schedule will be reviewed at least annually to reflect changes in funding and revenue sources and indexed based on the Building Cost Index or other appropriate index as approved by an appropriately qualified independent person."

- iii) Consequential re-formatting, typographical corrections, or cross-referencing required as a result of the above modifications.
2. Resolves to amend the reference in the Amendment 100A text relating to 'Frankland Avenue' to instead refer to 'Hammond Road'.

**BACKGROUND:**

Amendment 100A was initiated by Council for advertising on 10 December 2014 and, as noted earlier in this report, Council resolved to approve Amendment 100A in November 2016. The Amendment was subsequently forwarded to the WAPC for final review.

On 11 May 2017, the City received correspondence that the Minister had made a determination requiring the City to make a number of minor modifications to the text of the Amendment. These include the following:

- i. A formula for calculating cost contributions is to be included in the methodology for calculating contributions section of each of the proposed DCPs.
- ii. The text in the Review Process section of each proposed DCP is to be deleted and replaced with the following:

*"The plan will be reviewed when considered appropriate, though not exceeding a period of five years duration, having regard to the rate of subsequent development in the catchment areas since the last review and the degree of development potential still existing.*

*The estimated infrastructure costs contained in the Infrastructure Cost Contribution Schedule will be reviewed at least annually to reflect changes in funding and revenue sources and indexed based on the Building Cost Index or other appropriate index as approved by an appropriately qualified independent person."*

- iii. Consequential re-formatting, typographical corrections, or cross-referencing required as a result of the above modifications.

In addition to the above, a further typographical error has been noted by City Officers – specifically the item of infrastructure referred to as 'Frankland Avenue extension'. While the mapping undertaken for this item and its intent in relation to local structure planning across the Mandogalup Cell remains intact, this item should instead be correctly referred to as the 'Hammond Road extension'. Further in this regard, all associated references in the Amendment text to Frankland Avenue should consequently refer to Hammond Road.

**15.1 ENDORSEMENT OF MINISTER'S MODIFICATIONS TO SCHEME AMENDMENT 100A TO TOWN PLANNING SCHEME NO.2 – DEVELOPMENT CONTRIBUTION AREAS 2-7**

With regard to this latter modification, the Department of Planning has advised it is happy for the City to proceed on this basis, given the minor nature and immaterial change to the intended function of the modification.

The City originally had 42 days in which to make the modifications and return the modified document to the WAPC. City Officers however requested and were subsequently granted an extension to this timeframe for return of the modified documents until 21 July 2017. The reasoning behind this extension was that, acting on the presumption that once the modifications are received and progressed, it is highly likely that Amendment 100A will be gazetted in the short term. In this regard, the City has 90 days to finalise infrastructure item costings and individual land parcel information, and adopt the related Cost Apportionment Schedule and respective Development Contribution Plans for each Development Contribution Area.

The extension therefore better enables City Officers to be in a position to have these finalised and ready for Council adoption within the statutory timeframe following gazettal.

Given Council has been directed to make the alterations by the Minister, no appeal right exists if Council is aggrieved by the changes required. Council is able to consider political advocacy if the changes are inconsistent with Council's position on this matter. In this regard, the City has sought general legal advice on the options available to Council should it not wish to progress the modifications to the Amendment as per the Minister's requirements. Whilst it is open to the Council to let the amendment 'lie on the table', this would mean the City would have to work with its existing scheme and forego the benefits of the amendment. The advice notes that compliance with the Minister's requirements is a 'mechanical' exercise and to refuse to comply with the Minister's requirements would be a direct breach of a statutory obligation. Should Council wish to make a submission to the Minister with respect to the requirements stipulated and ask that the submission is considered when the modified Amendment documentation is returned to the Minister for final approval, then that option is available to Council.

As the changes required are generally administrative in nature and the intent of the Amendment remains unchanged, no further action is recommended by City Officers.

**LEGAL/POLICY IMPLICATIONS:****Acts and Regulations**

*Section 87(2) of the Town Planning and Development Act 2005 (Act) and clause 62(2) of the Planning and Development (Local Planning Scheme) Regulations 2015 (Regulations) incl clauses*

*Planning and Development Act 2005*

*Planning and Development (Local Planning Schemes) Regulations 2015*

**Strategies**

State Planning Strategy

Directions 2031 and Beyond

**15.1 ENDORSEMENT OF MINISTER'S MODIFICATIONS TO SCHEME AMENDMENT 100A TO TOWN PLANNING SCHEME NO.2 – DEVELOPMENT CONTRIBUTION AREAS 2-7**

**Schemes**

Metropolitan Region Scheme  
City of Kwinana Town Planning Scheme No.2

**Policies**

State Planning Policy 3.6 Development Contributions for Infrastructure

**FINANCIAL/BUDGET IMPLICATIONS:**

No financial/budget 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:**

<b>Risk Event</b>	<b>Potential delay in WAPC approval of Amendment 100A</b>
Risk Theme	Lack of administrative due process followed in relation to requisite modifications to Amendment 100A.
Risk Effect/Impact	Service Delivery
Risk Assessment Context	Operational
Consequence	Minor
Likelihood	Possible
Rating (before treatment)	Moderate
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	Council resolving to approve the modifications to Amendment 100A and City Officers advising WAPC of this resolution, thereby mitigating the risk.
Rating (after treatment)	Low

15.1 ENDORSEMENT OF MINISTER'S MODIFICATIONS TO SCHEME AMENDMENT 100A TO TOWN PLANNING SCHEME NO.2 – DEVELOPMENT CONTRIBUTION AREAS 2-7

**COUNCIL DECISION**

**538**

**MOVED CR S LEE**

**SECONDED CR B THOMPSON**

**That Council:**

- 1. Notes the Minister for Planning's direction, pursuant to Section 87(2) of the Act, to modify Amendment 100A to the Scheme as follows:**
  - i) A formula for calculating cost contributions is to be included in the methodology for calculating contributions section of each of the proposed DCPs.**
  - ii) The text in the Review Process section of each proposed DCP is to be deleted and replaced with the following:**

**"The plan will be reviewed when considered appropriate, though not exceeding a period of five years duration, having regard to the rate of subsequent development in the catchment areas since the last review and the degree of development potential still existing.**

**The estimated infrastructure costs contained in the Infrastructure Cost Contribution Schedule will be reviewed at least annually to reflect changes in funding and revenue sources and indexed based on the Building Cost Index or other appropriate index as approved by an appropriately qualified independent person."**
  - iii) Consequential re-formatting, typographical corrections, or cross-referencing required as a result of the above modifications.**
- 2. Resolves to amend the reference in the Amendment 100A text relating to 'Frankland Avenue' to instead refer to 'Hammond Road'.**

**CARRIED  
8/0**





Your ref: 100A  
Our ref: TPS/1701  
Enquiries: Heather Brooks (& ph if required)

Chief Executive Officer  
City of Kwinana  
PO Box 21  
KWINANA WA 6966

Transmission via electronic mail to: [admin@kwinana.wa.gov.au](mailto:admin@kwinana.wa.gov.au)

Dear Madam

**LOCAL PLANNING SCHEME No. 2  
AMENDMENT No. 100A**

**MINISTERIAL DECISION FOR LOCAL PLANNING SCHEME AMENDMENT -  
MODIFICATION**

Pursuant to clause 87(2) of the *Planning and Development Act 2005* (the Act), the Minister for Planning requires the Council to modify the amendment documents in accordance with the attached schedule of modifications before final approval is given.

The City is advised in relation to Amendment 100, the LPS Regulations (2015) require the local government to forward the amendment to WAPC for its consideration and final determination by the Minister for Planning. As Amendment 100A effectively supersedes Amendment 100 the WAPC is unlikely to recommend support for Amendment 100 when it is submitted to for final determination.

In accordance with clause 62(2) of the *Planning and Development (Local Planning Schemes) Regulations 2015*, the amendment documents are required to be modified in accordance with the Minister's decision, and returned to the Western Australian Planning Commission within 42 days of this letter being received.

In order for the amendment documents to be finalised in a timely manner, please ensure following:

- that maps in the modified document accurately reflect the intentions of the amendment as detailed in the amending text;
- in carrying out modification to the amendment document, previous Council resolutions pursuant to clauses 35(1), 41(3) and/or 50(3) are not be modified; and



Please email the final modified text of the amendment, in word version, to [schemes@planning.wa.gov.au](mailto:schemes@planning.wa.gov.au) to assist in the reduction of Government Gazette publishing costs.

Please forward all correspondence directly to our Perth Office to alleviate any delays in the processing of the amendment. One set of amending documents are returned herewith for the purposes set out above.

Yours sincerely

A handwritten signature in dark ink, appearing to read 'Kerrine Blenkinsop', written in a cursive style.

Kerrine Blenkinsop  
Secretary  
Western Australian Planning Commission

11 May 2017



**Schedule of Modifications - City of Kwinana - Amendment 110A to Town Planning Scheme No. 2**

The City of Kwinana is to modify Amendment 100A as follows:

1. A formula for calculating cost contributions is to be included in the methodology for calculating contributions section of each of the proposed DCP's.
2. The text in the Review Process section of each proposed DCP is to be deleted and replaced with the following:

"The plan will be reviewed when considered appropriate, though not exceeding a period of five years duration, having regard to the rate of subsequent development in the catchment areas since the last review and the degree of development potential still existing.

The estimated infrastructure costs contained in the Infrastructure Cost Contribution Schedule will be reviewed at least annually to reflect changes in funding and revenue sources and indexed based on the Building Cost Index or other appropriate index as approved by an appropriately qualified independent person."

3. Consequential re-formatting, typographical corrections, or cross-referencing required as a result of the above modifications.



*Planning and Development Act 2005*

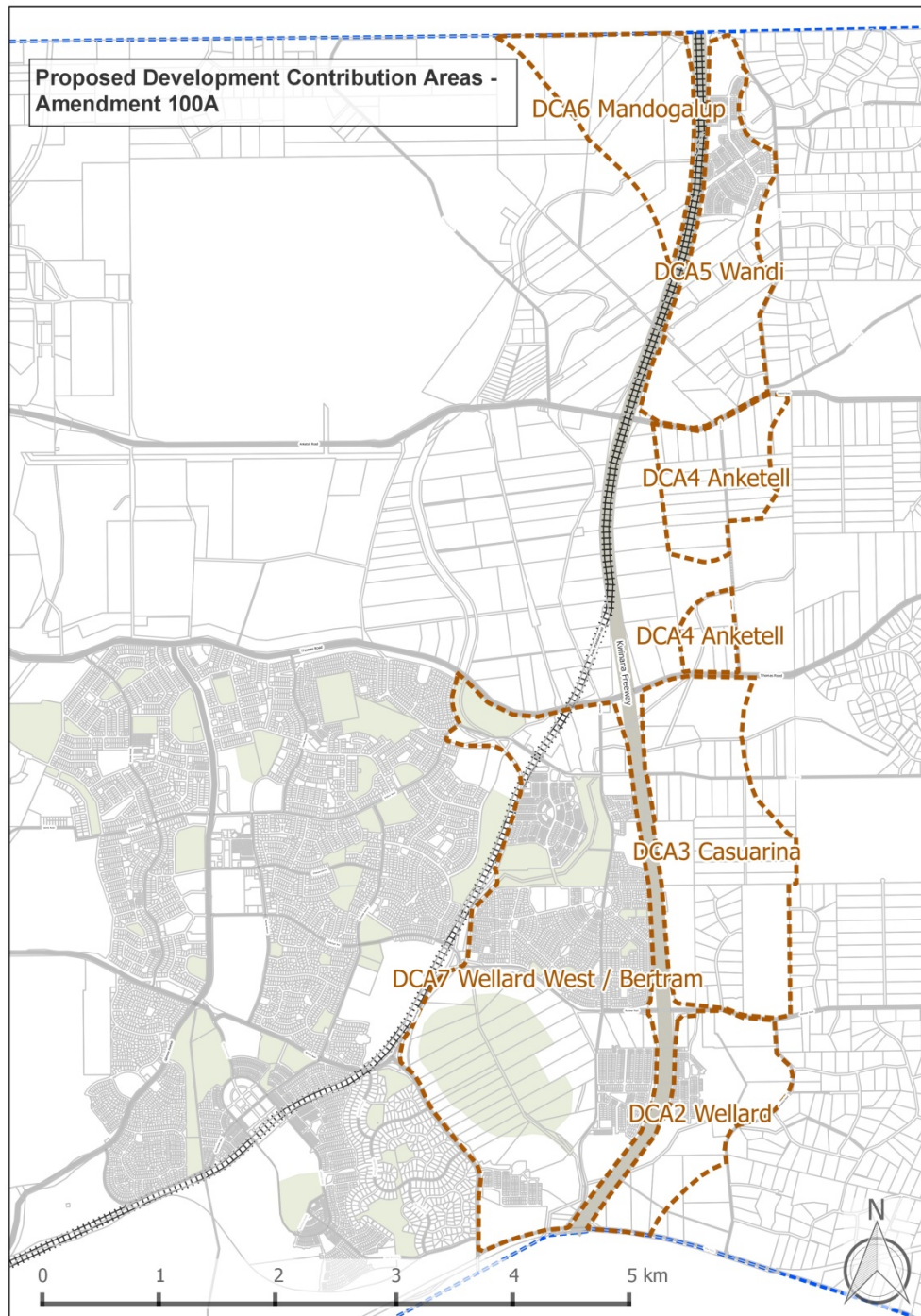
City of Kwinana

Town Planning Scheme No. 2

Amendment No. 100A

The City of Kwinana under and by virtue of the powers conferred upon it in that behalf by the *Planning and Development Act 2005* hereby amends the above local planning scheme by:

1. Introducing Development Contribution Areas 2 to 7 inclusive into the Fifth Schedule of the Scheme.



2. Introducing Development Contribution Plans 2 to 7 inclusive into the Fifth Schedule of the Scheme:

	DEVELOPMENT CONTRIBUTION PLAN 2
Reference No.	DCP2
Area Name:	Development Contribution Area 2 - Wellard East – Standard Infrastructure
Relationship to other planning instruments:	The development contribution plan generally aligns with the district and/or local structure plans prepared for the development contribution area.
Infrastructure and administrative items to be funded:	<p><b>1. Roads</b></p> <p>1.1 Millar Road – 100% of the full cost of design and construction of Millar Road to a single carriageway urban standard from the Kwinana Freeway to the intersection with the north-south internal collector road. Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power and all treatments (including intersections, lighting, kerbing and footpaths).</p> <p>1.2 Mortimer Road – 100% of the full cost of design, realignment, construction and land acquisition of Mortimer Road to a single carriageway urban standard between Kwinana Freeway to Woolcoot Road. Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power and all treatments (including intersections, roundabouts, lighting, kerbing and footpaths). Costs will be shared between Owners in Development Contribution Area 2 and Development Contribution Area 3 on a pro rata developable area basis.</p> <p>1.3 Internal collector road:</p> <p>a) 100% of the full cost of design, land acquisition and construction of the portion of the main proposed north-south internal collector road between Mortimer Road and Sunrise Boulevard across Lot 28 Mortimer Road to an Access Street C standard as defined by <i>Liveable Neighbourhoods</i> (15.4 wide reservation, 6m wide pavement). Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power and all structures (including lighting, kerbing and footpaths).</p> <p>b) 100% of the full cost of design, land acquisition and construction of the portion of the main proposed north-south internal collector road between Mortimer Road and Sunrise Boulevard across Lot 59 Mortimer Road to an Access Street C standard as defined by <i>Liveable Neighbourhoods</i> (15.4 wide reservation, 6m wide pavement). Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power and all structures (including lighting, kerbing and footpaths).</p> <p>c) 100% of the full cost of design, land acquisition and construction of the portion of the main proposed</p>

	<p>north-south internal collector road between Mortimer Road and Sunrise Boulevard across Lots 28 and 59 Mortimer Road to a Neighbourhood Connector B standard (19.4m wide reservation, 11.2m wide pavement) as defined by <i>Liveable Neighbourhoods</i> less the infrastructure defined by 1.3(a) and (b). Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power and all structures (including lighting, kerbing and footpaths).</p> <p><b>2. Drainage – Peel Sub Drains</b> (as identified by the Water Corporation’s “Jandakot Drainage and Water Management Plan 2009”)</p> <p>2.1 Peel Sub N Drain – 100% of the cost of the upgrade of the Sub N Drain to an appropriate urban standard. This item applies to the length of Sub N Drain located outside of the Conservation Category Wetland core area.</p> <p>2.2 Peel Sub N1 Drain – 100% of the cost of the upgrade of the Sub N1 Drain to an appropriate urban standard.</p> <p>2.3 Peel Sub N2 Drain - 100% of the cost of the upgrade of the Sub N2 Drain to an appropriate urban standard. This item applies to the length of Sub N2 Drain located outside of the Conservation Category Wetland core area.</p> <p><b>3. District Sporting Ground</b></p> <p>3.1 Costs associated with the acquisition, site works and basic servicing of land for a District Sport Ground to be located within Casuarina as per the City of Kwinana Community Infrastructure Plan 2011-2031. Costs will be shared between Owners in Development Contribution Areas 2-7 inclusive</p> <p><b>4. Community Facilities</b></p> <p>4.1 Costs associated with the acquisition of land for a Branch Library (serves Districts A and B) as part of a combined community facility to be located within the Wandi District Centre as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be apportioned between Owners in Development Contribution Areas 2-7 inclusive.</p> <p><b>5. Administration costs</b></p> <p>5.1 Administration costs associated with administering the development contribution plan.</p>
<p>Method for calculating contributions:</p>	<p>Contributions for items 1 and 5 will be calculated on a pro rata developable area basis. <i>Developable area</i> is defined as the total site area less areas for schools, commercial land, community facilities, dedicated drainage reserves, regional open space, Conservation Category Wetland Areas, transmission and infrastructure corridors, and land for regional roads.</p> <p><u><i>Infrastructure Item per hectare calculation for Developable Area</i></u></p> <p>Infrastructure Item per hectare calculation = Cost of infrastructure item for DCA / (divide) total Developable Area for the total DCA area (ha)</p>

	<p><u><i>Contributions based on pro rata Developable Area</i></u>  Developable Area (ha) of land parcel = Total Site Area (ha) of land parcel - (minus/subtract) Deductions for Developable Area (ha)</p> <p><u><i>Developer Contribution for Developable Area</i></u>  Developer Contribution = Developable Area (ha) of land parcel x infrastructure item per hectare calculation</p> <p>Contributions for item 1.3(a) will be apportioned only to Lot 28 Mortimer Road on Deposited Plan 65245 on a pro rata gross subdivisible area basis.</p> <p>Contributions for item 1.3(b) will be apportioned only to Lot 59 Mortimer Road on Deposited Plan 202645 on a pro rata gross subdivisible area basis.</p> <p>Contributions for items 1.3(c), 2, 3 and 4 will be calculated on a pro rata gross subdivisible area basis.</p> <p><i>Gross subdivisible area</i> is defined as per <i>Liveable Neighbourhoods</i> (Western Australian Planning Commission).</p> <p><u><i>Infrastructure Item per hectare calculation for Gross Subdivisible Area</i></u>  Infrastructure Item per hectare calculation = Cost of infrastructure item for DCA /(divide) total GSA for the total DCA area (ha)</p> <p><u><i>Contributions based on pro rata Gross Subdivisible Area</i></u>  Gross Subdivisible Area (GSA) (ha) of land parcel = Total Site Area (ha) - (minus/subtract) Deductions for Gross Subdivisible Area (ha)</p> <p><u><i>Developer Contribution for Gross Subdivisible Area</i></u>  Developer Contribution = GSA (ha) of land parcel x infrastructure item per hectare calculation</p> <p><u><b>Total Contribution</b></u>  <b>Total Contribution = Developer Contribution for Gross Subdivisible Area + (plus) Developer Contribution for Developable Area</b></p>
Period of operation:	10 years from the date of gazettal.
Priority and timing:	The development contribution plan report to be prepared as per clause 6.16.5.10.1 will outline the priority and timing of the infrastructure items nominated in the development contribution plan. Generally the priority and timing of the infrastructure items will be determined by the rate of development growth within the development contribution area and will be reviewed when considered appropriate.

Review process:	<p>The plan will be reviewed when considered appropriate, though not exceeding a period of five years duration, having regard to the rate of subsequent development in the catchment areas since the last review and the degree of development potential still existing.</p> <p>The estimated infrastructure costs contained in the Infrastructure Cost Contribution Schedule will be reviewed at least annually to reflect changes in funding and revenue sources and indexed based on the Building Cost Index or other appropriate index as approved by an appropriately qualified independent person.</p>
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	DEVELOPMENT CONTRIBUTION PLAN 3
Reference No.	DCP3
Area Name:	Development Contribution Area 3 - Casuarina – Standard Infrastructure
Relationship to other planning instruments:	The development contribution plan generally aligns with the district and/or local structure plans prepared for the development contribution area.
Infrastructure and administrative items to be funded:	<p><b>1. Roads</b></p> <p>1.1 Mortimer Road – 100% of the full cost of design, realignment, construction and land acquisition of Mortimer Road to a single carriageway urban standard between Kwinana Freeway to Woolcoot Road. Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power and all treatments (including intersections, roundabouts, lighting, kerbing and footpaths). Costs will be shared between Owners in Development Contribution Area 2 and Development Contribution Area 3 on a pro rata developable area basis.</p> <p>1.2 Thomas Road – 100% of the full cost of design, construction of Thomas Road to an urban standard as approved and required by Main Roads WA between Kwinana Freeway and the boundary of the Urban zone near Bombay Boulevard. Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power and all treatments (including intersections, lighting, kerbing and footpaths). Costs will be shared between Owners in Development Contribution Area 3 and Development Contribution Area 4 on a pro rata developable area basis</p>

	<p><b>2. Drainage – Peel Sub Drains</b> (as identified by the Water Corporation’s “Jandakot Drainage and Water Management Plan 2009”)</p> <p>2.1 Peel Sub P Drain – 100% of the cost of the upgrade of the Sub P Drain to an appropriate urban standard.</p> <p>2.2 Peel Sub P1 Drain – 100% of the cost of the upgrade of the Sub P1 Drain to an appropriate urban standard and piping under the district open space as per the structure plan.</p> <p>2.3 Peel Sub P1A Drain - 100% of the cost of the upgrade of the Sub P1A Drain to an appropriate urban standard.</p> <p>2.4 Peel Sub O Drain - 100% of the cost of the upgrade of the Sub O Drain to an appropriate urban standard.</p> <p><b>3. Public open space</b></p> <p>3.1 100% of the land acquisition costs to acquire public open space in accordance with the structure plan or public open space strategy prepared for the development contribution area, including land for community purposes.</p> <p>3.2 100% of the costs to improve the public open space to an appropriate standard for use in accordance with the structure plan prepared for the development contribution area.</p> <p>3.3 Only creditable public open space as per Liveable Neighbourhoods forms part of items 3.1 and 3.2.</p> <p><b>4. District Sporting Ground</b></p> <p>4.1 Costs associated with the acquisition, site works and basic servicing of land for a District Sporting Ground to be located within Casuarina as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 2-7 inclusive.</p> <p><b>5. Community Facilities</b></p> <p>5.1 Costs associated with the acquisition of land for a Branch Library (serves Districts A and B) as part of a combined community facility to be located within the Wandi District Centre as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 2-7 inclusive.</p> <p><b>6. Administration costs</b></p> <p>6.1 Administration costs associated with administering the development contribution plan.</p>
Method for calculating contributions:	<p>Contributions for items 1 and on a pro rata developable area basis. <i>Developable area</i> is defined as the total site area less areas for schools, commercial land, community facilities, dedicated drainage reserves, regional open space, Conservation Category Wetland Areas, transmission and infrastructure corridors, and land for regional roads.</p> <p><u><i>Infrastructure Item per hectare calculation for Developable Area</i></u></p> <p>Infrastructure Item per hectare calculation = Cost of infrastructure item for DCA / (divide) total Developable Area for</p>

	<p>the total DCA area (ha)</p> <p><u>Contributions based on pro rata Developable Area</u>  Developable Area (ha) of land parcel = Total Site Area (ha) of land parcel - (minus/subtract) Deductions for Developable Area (ha)</p> <p><u>Developer Contribution for Developable Area</u>  Developer Contribution = Developable Area (ha) of land parcel x infrastructure item per hectare calculation</p> <p>Contributions for items 2, 3, 4 and 5 will be calculated on a pro rata gross subdivisible area basis. <i>Gross subdivisible area</i> is defined as per <i>Liveable Neighbourhoods</i> (Western Australian Planning Commission).</p> <p><u>Infrastructure Item per hectare calculation for Gross Subdivisible Area</u>  Infrastructure Item per hectare calculation = Cost of infrastructure item for DCA /(divide) total GSA for the total DCA area (ha)</p> <p><u>Contributions based on pro rata Gross Subdivisible Area</u>  Gross Subdivisible Area (GSA) (ha) of land parcel = Total Site Area (ha) - (minus/subtract) Deductions for Gross Subdivisible Area (ha)</p> <p><u>Developer Contribution for Gross Subdivisible Area</u>  Developer Contribution = GSA (ha) of land parcel x infrastructure item per hectare calculation</p> <p><b><u>Total Contribution</u></b>  <b>Total Contribution = Developer Contribution for Gross Subdivisible Area + (plus) Developer Contribution for Developable Area</b></p>
Period of operation:	10 years from the date of gazettal.
Priority and timing:	The development contribution plan report to be prepared as per clause 6.16.5.10.1 will outline the priority and timing of the infrastructure items nominated in the development contribution plan. Generally the priority and timing of the infrastructure items will be determined by the rate of development growth within the development contribution area and will be reviewed when considered appropriate.
Review process:	<p>The plan will be reviewed when considered appropriate, though not exceeding a period of five years duration, having regard to the rate of subsequent development in the catchment areas since the last review and the degree of development potential still existing.</p> <p>The estimated infrastructure costs contained in the Infrastructure Cost Contribution Schedule will be reviewed at least annually to reflect changes in funding and revenue sources and indexed based on the Building Cost Index or other appropriate index as approved by an appropriately qualified</p>



	independent person.
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	<b>DEVELOPMENT CONTRIBUTION PLAN 4</b>
Reference No.	DCP4
Area Name:	Development Contribution Area 4 - Anketell – Standard Infrastructure
Relationship to other planning instruments:	The development contribution plan generally aligns with the district and/or local structure plans prepared for the development contribution area.
Infrastructure and administrative items to be funded:	<p><b>1. Roads</b></p> <p>1.1 Thomas Road – 100% of the full cost of design, construction of Thomas Road to an urban standard as approved and required by Main Roads WA between Kwinana Freeway and the boundary of the Urban zone near Bombay Boulevard. Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power and all treatments (including intersections, lighting, kerbing and footpaths). Costs will be shared between Owners in Development Contribution Area 3 and Development Contribution Area 4 on a pro rata developable area basis.</p> <p>1.2 Anketell Road – 100% of the full cost of design, realignment, construction of Anketell Road to a single carriageway urban standard between Kwinana Freeway and Lyon Road. Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power, and all treatments (including intersections, lighting, kerbing and footpaths). Costs will be shared between Owners in Development Contribution Area 4 and Development Contribution Area 5 on a pro rata developable area basis.</p> <p>1.3 Internal collector road (Treeby Road) – 100% of the full cost of design, construction and land acquisition of Treeby Road across the Bush Forever Site 270 between the southern and northern portions of Development Contribution Area 4, to a single carriageway urban standard. Includes full earthworks, carriageway, drainage, kerbing, footpaths, lighting, landscaping, intersections and undergrounding of power.</p> <p><b>1. Public open space</b></p> <p>1.1 100% of the land acquisition costs to acquire public open space in accordance with the approved structure plan prepared for the northern portion of the development contribution area (between Anketell Road and Bush Forever site 270), including land for community purposes.</p> <p>1.2 100% of the costs to improve the public open space to an appropriate standard for use in accordance with the structure plan prepared for the northern portion of the development contribution area (between Anketell Road and Bush Forever site 270).</p> <p>1.3 Only creditable public open space as per Liveable Neighbourhoods forms part of items 2.1 and 2.2.</p>

	<p><b>2. District Sporting Ground</b></p> <p>3.1 Costs associated with the acquisition, site works and basic servicing of land for a District Sporting Ground to be located within Casuarina as per the City of Kwinana Community Infrastructure Plan 2011-2031. Costs will be shared between Owners in Development Contribution Areas 2-7 inclusive.</p> <p><b>3. Community Facilities</b></p> <p>3.1 Costs associated with the acquisition of land for a Branch Library (serves Districts A and B) as part of a combined community facility to be located within the Wandi District Centre as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 2-7 inclusive.</p> <p>3.2 Costs associated with the acquisition of land for a District Youth Centre as part of a combined community facility to be located within the Wandi District Centre as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 4 (northern portion only), 5 and 6.</p> <p>3.3 Costs associated with the acquisition of land for a Local Community Centre as part of a combined community facility to be located within the Wandi District Centre as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 4 (northern portion only) and 5.</p> <p><b>4. Administration costs</b></p> <p>4.1 Administration costs associated with administering the development contribution plan.</p>
Method for calculating contributions:	<p>Contributions for items 1.1, 1.2 and 5 will be calculated on a pro rata developable area basis. <i>Developable area</i> is defined as the total site area less areas for schools, commercial land, community facilities, dedicated drainage reserves, regional open space, Conservation Category Wetland Areas, transmission and infrastructure corridors, and land for regional roads.</p> <p><u><i>Infrastructure Item per hectare calculation for Developable Area</i></u>  Infrastructure Item per hectare calculation = Cost of infrastructure item for DCA / (divide) total Developable Area for the total DCA area (ha)</p> <p><u><i>Contributions based on pro rata Developable Area</i></u>  Developable Area (ha) of land parcel = Total Site Area (ha) of land parcel - (minus/subtract) Deductions for Developable Area (ha)</p> <p><u><i>Developer Contribution for Developable Area</i></u>  Developer Contribution = Developable Area (ha) of land parcel x infrastructure item per hectare calculation</p>

	<p>Contributions for item 1.3, 2, 3 and 4 will be calculated on a pro rata gross subdivisible area basis for landholdings in the northern portion of the Development Contribution Area (between Anketell Road and Bush Forever site 270). <i>Gross subdivisible area</i> is defined as per <i>Liveable Neighbourhoods</i> (Western Australian Planning Commission).</p> <p><u><i>Infrastructure Item per hectare calculation for Gross Subdivisible Area</i></u>  Infrastructure Item per hectare calculation = Cost of infrastructure item for DCA /(divide) total GSA for the total DCA area (ha)</p> <p><u><i>Contributions based on pro rata Gross Subdivisible Area</i></u>  Gross Subdivisible Area (GSA) (ha) of land parcel = Total Site Area (ha) - (minus/subtract) Deductions for Gross Subdivisible Area (ha)</p> <p><u><i>Developer Contribution for Gross Subdivisible Area</i></u>  Developer Contribution = GSA (ha) of land parcel x infrastructure item per hectare calculation</p> <p><u><b>Total Contribution</b></u>  <b>Total Contribution = Developer Contribution for Gross Subdivisible Area + (plus) Developer Contribution for Developable Area</b></p>
Period of operation:	10 years from the date of gazettal.
Priority and timing:	The development contribution plan report to be prepared as per clause 6.16.5.10.1 will outline the priority and timing of the infrastructure items nominated in the development contribution plan. Generally the priority and timing of the infrastructure items will be determined by the rate of development growth within the development contribution area and will be reviewed when considered appropriate.
Review process:	<p>The plan will be reviewed when considered appropriate, though not exceeding a period of five years duration, having regard to the rate of subsequent development in the catchment areas since the last review and the degree of development potential still existing.</p> <p>The estimated infrastructure costs contained in the Infrastructure Cost Contribution Schedule will be reviewed at least annually to reflect changes in funding and revenue sources and indexed based on the Building Cost Index or other appropriate index as approved by an appropriately qualified independent person.</p>

	DEVELOPMENT CONTRIBUTION PLAN 5
Reference No.	DCP5
Area Name:	Development Contribution Area 5 - Wandí – Standard Infrastructure
Relationship to other	The development contribution plan generally aligns with the

planning instruments:	district and/or local structure plans prepared for the development contribution area.
Infrastructure and administrative items to be funded:	<p><b>1. Roads</b></p> <p>1.1 Anketell Road – 100% of the full cost of design, realignment, construction of Anketell Road to a single carriageway urban standard between Kwinana Freeway and Lyon Road. Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power, and all treatments (including intersections, lighting, kerbing and footpaths). Costs will be shared between Owners in Development Contribution Area 4 and Development Contribution Area 5 on a pro rata developable area basis.</p> <p>1.2 Lyon Road – 100% of the full cost of design and construction of Lyon Road between Anketell Road and Rowley Road to a single carriageway urban standard. Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power and all treatments (including intersections, roundabouts, lighting, kerbing and footpaths).</p> <p>1.3 Internal collector road – 100% of the full cost of design and construction of the main north-south internal collector road between Anketell Road and Rowley Road to a single carriageway urban standard. Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power and all treatments (including intersections, roundabouts, lighting, kerbing and footpaths).</p> <p><b>2. Public Open Space</b></p> <p>2.1 100% of the total cost of the land and improvements for public open space in accordance with the adopted structure plans for the development contribution area, including land for community purposes.</p> <p>2.2 Only creditable public open space as per Liveable Neighbourhoods forms part of item 2.1.</p> <p>2.3 100% of the total cost of the land, design and construction of the Wandi Playing Fields (as per the approved Wandi North and South Local Structure Plans) including but not limited to land acquisition, earthworks, landscaping, car parking areas and access roads and a playground.</p> <p><b>3. District Sporting Ground</b></p> <p>3.1 Costs associated with the acquisition, site works and basic servicing of land for a District Sporting Ground to be located within Casuarina as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 2-7 inclusive.</p> <p><b>4. Community Facilities</b></p> <p>4.1 Costs associated with the acquisition of land for a Branch Library (serves Districts A and B) as part of a combined community facility to be located within the Wandi District Centre as per the City of Kwinana</p>

	<p>Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 2-7 inclusive.</p> <p>4.2 Costs associated with the acquisition of land for a District Youth Centre as part of a combined community facility to be located within the Wandi District Centre as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 4 (northern portion only), 5 and 6.</p> <p>4.3 Costs associated with the acquisition of land for a Local Community Centre as part of a combined community facility to be located within the Wandi District Centre as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 4 (northern portion only) and 5.</p> <p><b>5. Administration costs</b></p> <p>5.1 Administration costs associated with administering the development contribution plan.</p>
<p>Method for calculating contributions:</p>	<p>Contributions for items 1.1 and 5 will be calculated on a pro rata developable area basis. <i>Developable area</i> is defined as the total site area less areas for schools, commercial land, community facilities, dedicated drainage reserves, regional open space, Conservation Category Wetland Areas, transmission and infrastructure corridors, and land for regional roads.</p> <p><u><i>Infrastructure Item per hectare calculation for Developable Area</i></u>  Infrastructure Item per hectare calculation = Cost of infrastructure item for DCA / (divide) total Developable Area for the total DCA area (ha)</p> <p><u><i>Contributions based on pro rata Developable Area</i></u>  Developable Area (ha) of land parcel = Total Site Area (ha) of land parcel - (minus/subtract) Deductions for Developable Area (ha)</p> <p><u><i>Developer Contribution for Developable Area</i></u>  Developer Contribution = Developable Area (ha) of land parcel x infrastructure item per hectare calculation</p> <p>Contributions for items 1.2, 1.3, 2, 3 and 4 will be calculated on a pro rata gross subdivisible area basis. <i>Gross subdivisible area</i> is defined as per <i>Liveable Neighbourhoods</i> (Western Australian Planning Commission).</p> <p><u><i>Infrastructure Item per hectare calculation for Gross Subdivisible Area</i></u>  Infrastructure Item per hectare calculation = Cost of infrastructure item for DCA /(divide) total GSA for the total DCA area (ha)</p>

	<p><u><i>Contributions based on pro rata Gross Subdivisible Area</i></u>  Gross Subdivisible Area (GSA) (ha) of land parcel = Total Site Area (ha) - (minus/subtract) Deductions for Gross Subdivisible Area (ha)</p> <p><u><i>Developer Contribution for Gross Subdivisible Area</i></u>  Developer Contribution = GSA (ha) of land parcel x infrastructure item per hectare calculation</p> <p><u><b>Total Contribution</b></u>  <b>Total Contribution = Developer Contribution for Gross Subdivisible Area + (plus) Developer Contribution for Developable Area</b></p>
Period of operation:	10 years from the date of gazettal.
Priority and timing:	The development contribution plan report to be prepared as per clause 6.16.5.10.1 will outline the priority and timing of the infrastructure items nominated in the development contribution plan. Generally the priority and timing of the infrastructure items will be determined by the rate of development growth within the development contribution area and will be reviewed when considered appropriate.
Review process:	<p>The plan will be reviewed when considered appropriate, though not exceeding a period of five years duration, having regard to the rate of subsequent development in the catchment areas since the last review and the degree of development potential still existing.</p> <p>The estimated infrastructure costs contained in the Infrastructure Cost Contribution Schedule will be reviewed at least annually to reflect changes in funding and revenue sources and indexed based on the Building Cost Index or other appropriate index as approved by an appropriately qualified independent person.</p>

	DEVELOPMENT CONTRIBUTION PLAN 6
Reference No.	DCP6
Area Name:	Development Contribution Area 6 - Mandogalup – Standard Infrastructure
Relationship to other planning instruments:	The development contribution plan generally aligns with the district and/or local structure plans prepared for the development contribution area.
Infrastructure and administrative items to be funded:	<p><b>1. Roads</b></p> <p>1.1 Hammond Road Extension – 100% of the full cost of design and construction of Hammond Road Extension Road to a single carriageway urban standard for a distance of approximately 600m south from Rowley Road, or as required to connect with the Internal connector road. Includes full earthworks, carriageway, drainage, landscaping, undergrounding of power and all treatments (including intersections, lighting, kerbing and footpaths).</p> <p>1.2 Internal connector road to Hammond Road Extension – 100% of the full cost of design and construction of the</p>

	<p>east-west internal connector road to cross Lot 2 on DP11392 to a single carriageway urban standard. Includes land acquisition, full earthworks, carriageway, drainage, landscaping, undergrounding of power and all treatments (including intersections, roundabouts, lighting, kerbing and footpaths).</p> <p><b>2. Public Open Space</b></p> <p>2.1 100% of the total cost of the land and improvements for public open space in accordance with the approved structure plans for the development contribution area, including land for community purposes and Local Sporting Ground as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised.</p> <p>2.2 Only creditable public open space as per Liveable Neighbourhoods forms part of item 2.1.</p> <p><b>3. District Sporting Ground</b></p> <p>3.1 Costs associated with the acquisition, site works and basic servicing of land for a District Sporting Ground to be located within Casuarina as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 2-7 inclusive.</p>
	<p><b>4. Community Facilities</b></p> <p>4.1 Costs associated with the acquisition of land for a Branch Library (serves Districts A and B) as part of a combined community facility to be located within the Wandi District Centre as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 2-7 inclusive.</p> <p>4.2 Costs associated with the acquisition of land for a District Youth Centre as part of a combined community facility to be located within the Wandi District Centre as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 4 (northern portion only), 5 and 6.</p>
	<p><b>5. Administration costs</b></p> <p>5.1 Administration costs associated with administering the development contribution plan.</p>
Method for calculating contributions:	<p>Contributions for items 1.1, 1.2 and 5 will be calculated on a pro rata developable area basis. <i>Developable area</i> is defined as the total site area less areas for schools, commercial land, community facilities, dedicated drainage reserves, regional open space, Conservation Category Wetland Areas, transmission and infrastructure corridors, and land for regional roads.</p> <p><u><i>Infrastructure Item per hectare calculation for Developable Area</i></u></p> <p>Infrastructure Item per hectare calculation = Cost of infrastructure item for DCA / (divide) total Developable Area for</p>



	<p>the total DCA area (ha)</p> <p><u>Contributions based on pro rata Developable Area</u>  Developable Area (ha) of land parcel = Total Site Area (ha) of land parcel - (minus/subtract) Deductions for Developable Area (ha)</p> <p><u>Developer Contribution for Developable Area</u>  Developer Contribution = Developable Area (ha) of land parcel x infrastructure item per hectare calculation</p> <p>Contributions for items 2, 3 and 4 will be calculated on a pro rata gross subdivisible area basis. <i>Gross subdivisible area</i> is defined as per <i>Liveable Neighbourhoods</i> (Western Australian Planning Commission).</p> <p><u>Infrastructure Item per hectare calculation for Gross Subdivisible Area</u>  Infrastructure Item per hectare calculation = Cost of infrastructure item for DCA /(divide) total GSA for the total DCA area (ha)</p> <p><u>Contributions based on pro rata Gross Subdivisible Area</u>  Gross Subdivisible Area (GSA) (ha) of land parcel = Total Site Area (ha) - (minus/subtract) Deductions for Gross Subdivisible Area (ha)</p> <p><u>Developer Contribution for Gross Subdivisible Area</u>  Developer Contribution = GSA (ha) of land parcel x infrastructure item per hectare calculation</p> <p><b><u>Total Contribution</u></b>  <b>Total Contribution = Developer Contribution for Gross Subdivisible Area + (plus) Developer Contribution for Developable Area</b></p>
Period of operation:	10 years from the date of gazettal.
Priority and timing:	The development contribution plan report to be prepared as per clause 6.16.5.10.1 will outline the priority and timing of the infrastructure items nominated in the development contribution plan. Generally the priority and timing of the infrastructure items will be determined by the rate of development growth within the development contribution area and will be reviewed when considered appropriate.
Review process:	<p>The plan will be reviewed when considered appropriate, though not exceeding a period of five years duration, having regard to the rate of subsequent development in the catchment areas since the last review and the degree of development potential still existing.</p> <p>The estimated infrastructure costs contained in the Infrastructure Cost Contribution Schedule will be reviewed at least annually to reflect changes in funding and revenue sources and indexed based on the Building Cost Index or other appropriate index as approved by an appropriately qualified</p>

	independent person.
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	DEVELOPMENT CONTRIBUTION PLAN 7
Reference No.	DCP7
Area Name:	Development Contribution Area 7 – Wellard / Bertram – Standard Infrastructure
Relationship to other planning instruments:	The development contribution plan generally aligns with the district and/or local structure plans prepared for the development contribution area.
Infrastructure and administrative items to be funded:	<p><b>1. District Sporting Ground</b></p> <p>1.1 Costs associated with the acquisition and improvement of land for a District Sporting Ground to be located within Casuarina as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between developers of Development Contribution Areas 2-7 inclusive.</p>
	<p><b>2. Community Facilities</b></p> <p>2.1 Costs associated with the acquisition of land for a Branch Library (serves Districts A and B) as part of a combined community facility to be located within the Wandi District Centre as per the City of Kwinana Community Infrastructure Plan 2011-2031 as revised. Costs will be shared between Owners in Development Contribution Areas 2-7 inclusive.</p>
	<p><b>3. Administration costs</b></p> <p>3.1 Administration costs associated with administering the development contribution plan.</p>
Method for calculating contributions:	<p>Contributions for items 1, 2 and 3 will be calculated on a pro rata gross subdivisible area basis. <i>Gross subdivisible area</i> is defined as per <i>Liveable Neighbourhoods</i> (Western Australian Planning Commission).</p> <p><u>Infrastructure Item per hectare calculation for Gross Subdivisible Area</u></p> <p>Infrastructure Item per hectare calculation = Cost of infrastructure item for DCA /(divide) total GSA for the total DCA area (ha)</p> <p><u>Contributions based on pro rata Gross Subdivisible Area</u></p> <p>Gross Subdivisible Area (GSA) (ha) of land parcel = Total Site Area (ha) - (minus/subtract) Deductions for Gross Subdivisible Area (ha)</p> <p><u>Developer Contribution for Gross Subdivisible Area</u></p> <p>Developer Contribution = GSA (ha) of land parcel x infrastructure item per hectare calculation</p>
Period of operation:	10 years from the date of gazettal
Priority and timing:	The development contribution plan report to be prepared as per clause 6.16.5.10.1 will outline the priority and timing of the infrastructure items nominated in the development contribution plan. Generally the priority and timing of the infrastructure items will be determined by the rate of development growth

	within the development contribution area and will be reviewed when considered appropriate.
Review process:	<p>The plan will be reviewed when considered appropriate, though not exceeding a period of five years duration, having regard to the rate of subsequent development in the catchment areas since the last review and the degree of development potential still existing.</p> <p>The estimated infrastructure costs contained in the Infrastructure Cost Contribution Schedule will be reviewed at least annually to reflect changes in funding and revenue sources and indexed based on the Building Cost Index or other appropriate index as approved by an appropriately qualified independent person.</p>

3. Modifying the Scheme Map by introducing the Development Contribution Areas 2 to 7 inclusive.
4. Modifying clause 6.16.5.13.2 to insert a new paragraph (a) as follows, and to re-letter the subsequent paragraphs of clause 6.16.5.13.2 from (a)–(d) to (b)–(e) accordingly:
  - ‘(a) the Local Government giving advice to the Western Australian Planning Commission that conditions of subdivision approval of the Owner’s land within the Development Contribution Area, which conditions are cleared by the Local Government, have been complied with;’

## **15.2 Endorsement of Minister's Modifications to Scheme Amendment 151 to Town Planning Scheme No.2 to provide a definition for a 'Commercial Vehicle', amend the definition of 'Transport Depot', and to, introduce a planning approval process for the assessment of commercial vehicle parking**

### **SUMMARY:**

Further to Council's adoption of Scheme Amendment 151, the City received advice on the 11 May 2017 that the Minister for Planning requires a number of modifications to the Amendment text before final approval is given (Refer Attachment A).

Amendment 151 was adopted at the Ordinary Council Meeting of 14 December 2016 (refer Attachment B), and seeks to introduce provisions to direct and control the parking of commercial vehicles on zoned land within the City, prohibit commercial vehicle parking on residential lots less than 500m<sup>2</sup>, and, proposes a planning approval process for commercial vehicle parking. The Amendment also defines a commercial vehicle size and specifies lot areas (appropriate for commercial vehicle parking) to ensure that amenity impacts are managed and controlled through a planning approval process.

Following Council's consideration of the proposed Amendment in December 2016, City Officers referred the Amendment documentation to the Department of Planning for its consideration and recommendation to the Minister for Planning. In this regard, pursuant to clause 87(2) of the *Planning and Development Act 2005*, the Minister for Planning requires that Council modify the scheme amendment documents as outlined in Attachment A.

It must be noted that Section 87(2) of the Town Planning and Development Act 2005 (Act) and Regulation 62(2) of the Planning and Development (Local Planning Scheme) Regulations 2015 (Regulations) impose a statutory obligation on the City to comply with the Minister's requirements. Notwithstanding, should Council wish to make a submission to the Minister with respect to the requirements stipulated and ask that the submission is considered when the modified Amendment documentation is returned to the Minister for final approval, then that option is available to Council.

City Officers have considered the modifications required by the Minister for Planning, and have determined that the intent of the amendment is not altered. In this regard, City Officers recommend that Council approve the Minister's modifications to Amendment 151, such that the Amendment can progress towards gazettal.

### **OFFICER RECOMMENDATION:**

That Council notes the Minister for Planning's direction, pursuant to Section 87(2) of the Planning and Development Act 2005 ("Act"), to modify Amendment 151 to the City of Kwinana Town Planning Scheme No. 2 ("Scheme") as follows:

- a. Modify the definition for Commercial Vehicle to read as follows:  
Commercial vehicle means a vehicle, whether licenced or not, that has a gross vehicle mass of greater than 4.5 tonnes and/or which is greater than 7 metres in length and 2.4 metres in height, including –
  - (a) a utility, van, truck, tractor, bus or earthmoving equipment; and
  - (b) a vehicle that is, or is designed to be an attachment to a vehicle referred to in paragraph (a);

**15.2 ENDORSEMENT OF MINISTER'S MODIFICATIONS TO SCHEME AMENDMENT 151 TO TOWN PLANNING SCHEME NO.2 TO PROVIDE A DEFINITION FOR A 'COMMERCIAL VEHICLE', AMEND THE DEFINITION OF 'TRANSPORT DEPOT', AND TO, INTRODUCE A PLANNING APPROVAL PROCESS FOR THE ASSESSMENT OF COMMERCIAL VEHICLE PARKING**

- b. Modify proposed Clause 6.20.4 to read as follows:  
An approval under this clause may only be granted where an occupier of the lot upon which the commercial vehicle(s) is to be parked is also:
  - a) The owner of the commercial vehicle(s); or
  - b) The driver of the commercial vehicle(s); or
  - c) The proprietor of a business which owner or operates every commercial vehicle which is to be garaged or parked on the lot.

**DISCUSSION:**

Background

Amendment 151 was initiated by Council for advertising in December 2015, and as noted earlier in this report, Council resolved to approve Amendment 151 in December 2016. Following Council's resolution to adopt, the Amendment was forwarded to the Western Australian Planning Commission (WAPC) for its final consideration.

On 11 May 2017, the City received correspondence that the Minister for Planning requires Council to modify the Scheme Amendment documents before final approval is given (Refer Attachment A).

The required modifications are as follows:-

- 1. Modify the definition for Commercial Vehicle to read as follows:
  - a. Commercial vehicle means a vehicle, whether licenced or not, that has a gross vehicle mass of greater than 4.5 tonnes and/or which is greater than 7 metres in length and 2.4 metres in height, including –
    - (a) a utility, van, truck, tractor, bus or earthmoving equipment; and
    - (b) a vehicle that is, or is designed to be an attachment to a vehicle referred to in paragraph (a);
- 2. Modify proposed Clause 6.20.4 to read as follows:
  - a. An approval under this clause may only be granted where an occupier of the lot upon which the commercial vehicle(s) is to be parked is also:
    - a) The owner of the commercial vehicle(s); or
    - b) The driver of the commercial vehicle(s); or
    - c) The proprietor of a business which owner or operates every commercial vehicle which is to be garaged or parked on the lot.

Given Council has been directed to make the alterations by the Minister, no appeal right exists if Council is aggrieved by the changes required. Council is able to consider political advocacy if the changes are inconsistent with Council's position on this matter. In this regard, the City has sought general legal advice on the options available to Council should it not wish to progress the modifications to the Amendment as per the Minister's requirements. Whilst it is open to the Council to let the amendment 'lie on the table', this would mean the City would have to work with its existing scheme and forego the benefits of the amendment. The advice notes that compliance with the Minister's requirements is a 'mechanical' exercise and to refuse to comply with the Minister's requirements would be a direct breach of a statutory obligation.

**15.2 ENDORSEMENT OF MINISTER'S MODIFICATIONS TO SCHEME AMENDMENT 151 TO TOWN PLANNING SCHEME NO.2 TO PROVIDE A DEFINITION FOR A 'COMMERCIAL VEHICLE', AMEND THE DEFINITION OF 'TRANSPORT DEPOT', AND TO, INTRODUCE A PLANNING APPROVAL PROCESS FOR THE ASSESSMENT OF COMMERCIAL VEHICLE PARKING**

Should Council wish to make a submission to the Minister with respect to the requirements stipulated and ask that the submission is considered when the modified Amendment documentation is returned to the Minister for final approval, then that option is available to Council.

City Officers have assessed the required modifications and as the changes are generally administrative in nature and the intent of the Amendment remains unchanged, no further action is recommended by City Officers.

**LEGAL/POLICY IMPLICATIONS:**

**Acts and Regulations:**

*Planning and Development Act, 2005;*

Section 87 (2) states:

- (2) The Minister may, in relation to a local planning scheme or amendment submitted to the Minister under subsection (1) —
  - (a) approve of that local planning scheme or amendment; or
  - (b) require the local government concerned to modify that local planning scheme or amendment in such manner as the Minister specifies before the local planning scheme or amendment is resubmitted for the Minister's approval under this subsection; or
  - (c) refuse to approve of that local planning scheme or amendment.

*Planning and Development (Local Planning Schemes) Regulations, 2015;*

Regulation 62 (2) states:

- (2) Within 42 days, or such longer period as allowed by the Commission, of being notified that, under section 87(2)(b) of the Act, the Minister requires the local government to modify the amendment to the local planning scheme, the local government must —
  - (a) modify the amendment as required; and
  - (b) execute the modified amendment; and
  - (c) submit to the Minister a copy of the executed documents.

Parking and Parking Facilities Local Law;  
Urban Environment and Nuisance Local Law;

**Schemes:**

Metropolitan Region Scheme;  
Town of Kwinana Town Planning Scheme No. 2;

**Policies:**

City of Kwinana Development within Special Rural Zones;

**FINANCIAL/BUDGET IMPLICATIONS:**

There was a small cost associated with the Scheme Amendment with regards to the advertising of the proposal to the community and there will be a small cost associated with the publishing of the amendment within the Government Gazette once finalised.

**15.2 ENDORSEMENT OF MINISTER'S MODIFICATIONS TO SCHEME AMENDMENT 151 TO TOWN PLANNING SCHEME NO.2 TO PROVIDE A DEFINITION FOR A 'COMMERCIAL VEHICLE', AMEND THE DEFINITION OF 'TRANSPORT DEPOT', AND TO, INTRODUCE A PLANNING APPROVAL PROCESS FOR THE ASSESSMENT OF COMMERCIAL VEHICLE PARKING**

**ENVIRONMENTAL IMPLICATIONS:**

A potential improvement to amenity on properties would be envisaged by the ability to control the parking of commercial vehicles within the scheme areas.

**STRATEGIC/SOCIAL IMPLICATIONS:**

In terms of strategic and social implications, the proposed amendment accords with the broader objectives of the preservation of amenity within the City's scheme. The amendment facilitates the parking of commercial vehicles within residential areas subject to certain conditions.

**RISK IMPLICATIONS:**

Council approves development under its Scheme to meet its statutory obligations and facilitate proper and orderly development of the municipality to accommodate development in accordance with the objectives of Council's Strategic Plan.

Development approvals, Scheme Amendments, Subdivision and Structure Planning allows land use to change over time, in order to meet Council and State Government policies and practices, community values and provide protection to the environment.

In terms of this request, the Amendment and consolidation of the definitions and lawful access surrounding commercial parking within appropriately administered areas of the City is considered to improve the amenity of these areas, and, revitalise the intent of these areas for the purposes set by Council.

The control in amenity and the number of, and movements of, commercial vehicles is seen as a method of decreasing the incidents affecting amenity on properties and residents.

<b>Risk Event</b>	<b>Limited control on Commercial Vehicle Parking within City</b>
Risk Theme	Failure to fulfil statutory regs or compliance requirements
Risk Effect/Impact	Compliance
Risk Assessment Context	Operational
Consequence	Major
Likelihood	Likely
Rating (before treatment)	High
Risk Treatment in place	Reduce – mitigate risk



**15.2 ENDORSEMENT OF MINISTER'S MODIFICATIONS TO SCHEME AMENDMENT 151 TO TOWN PLANNING SCHEME NO.2 TO PROVIDE A DEFINITION FOR A 'COMMERCIAL VEHICLE', AMEND THE DEFINITION OF 'TRANSPORT DEPOT', AND TO, INTRODUCE A PLANNING APPROVAL PROCESS FOR THE ASSESSMENT OF COMMERCIAL VEHICLE PARKING**

Response to risk treatment required/in place	The content of the amendment will introduce additional controls regarding the parking of commercial vehicles and require planning approval for the parking of such vehicles.
Rating (after treatment)	Moderate

### **COUNCIL DECISION**

**539**

**MOVED CR D WOOD**

**SECONDED CR W COOPER**

**That Council notes the Minister for Planning's direction, pursuant to Section 87(2) of the Planning and Development Act 2005 ("Act"), to modify Amendment 151 to the City of Kwinana Town Planning Scheme No. 2 ("Scheme") as follows:**

- a. Modify the definition for Commercial Vehicle to read as follows:  
Commercial vehicle means a vehicle, whether licenced or not, that has a gross vehicle mass of greater than 4.5 tonnes and/or which is greater than 7 metres in length and 2.4 metres in height, including –**
  - (a) a utility, van, truck, tractor, bus or earthmoving equipment; and**
  - (b) a vehicle that is, or is designed to be an attachment to a vehicle referred to in paragraph (a);**
- b. Modify proposed Clause 6.20.4 to read as follows:  
An approval under this clause may only be granted where an occupier of the lot upon which the commercial vehicle(s) is to be parked is also:**
  - a) The owner of the commercial vehicle(s); or**
  - b) The driver of the commercial vehicle(s); or**
  - c) The proprietor of a business which owns or operates every commercial vehicle which is to be garaged or parked on the lot.**

**CARRIED  
8/0**

**NOTE – That the Officer Recommendation has been amended to replace owners with owns in resolution point (b) (c) in accordance with Attachment A.**



Your ref: DA17/12374  
 Our ref: TPS/2014  
 Enquiries: Andrew Thomas (6551 9915)

Chief Executive Officer  
 City of Kwinana  
 PO Box 21  
 KWINANA WA 6966

Transmission via electronic mail to: [admin@kwinana.wa.gov.au](mailto:admin@kwinana.wa.gov.au)

Dear Madam

**LOCAL PLANNING SCHEME No. 2  
 AMENDMENT No. 151**

**MINISTERIAL DECISION FOR LOCAL PLANNING SCHEME AMENDMENT -  
 MODIFICATION**

Pursuant to clause 87(2) of the *Planning and Development Act 2005* (the Act), the Minister for Planning requires that Council modify the scheme amendment documents in the following manner before final approval is given:

- (a) modify the definition for Commercial Vehicle to read as follows:  
 commercial vehicle means a vehicle, whether licenced or not, that has a gross vehicle mass of greater than 4.5 tonnes and/or which is greater than 7 metres in length and 2.4 metres in height, including —
  - (a) a utility, van, truck, tractor, bus or earthmoving equipment; and
  - (b) a vehicle that is, or is designed to be an attachment to a vehicle referred to in paragraph (a);
- (b) modify proposed Clause 6.20.4 to read as follows:  
 An approval under this clause may only be granted where an occupier of the lot upon which the commercial vehicle(s) is to be parked is also:
  - a) The owner of the commercial vehicle(s); or
  - b) The driver of the commercial vehicle(s); or
  - c) The proprietor of a business which owns or operates every commercial vehicle which is to be garaged or parked on the lot.

In accordance with clause 62(2) of the *Planning and Development (Local Planning Schemes) Regulations 2015*, the amendment documents are required to be modified in accordance with the Minister's decision, and returned to the Western Australian Planning Commission within 42 days of this letter being received.



In order for the amendment documents to be finalised in a timely manner, please ensure following:

- that maps in the modified document accurately reflect the intentions of the amendment as detailed in the amending text;
- in carrying out modification to the amendment document, previous Council resolutions pursuant to clauses 35(1), 41(3) and/or 50(3) are not be modified.

Please email a modified text of the amendment, in word version, to [schemes@planning.wa.gov.au](mailto:schemes@planning.wa.gov.au) to assist in the reduction of Government Gazette publishing costs.

Please forward all correspondence directly to our Perth Office to alleviate any delays in the processing of the amendment. Two sets of amending documents are returned herewith for the purposes set out above.

Yours sincerely



Kerrine Blenkinsop  
Secretary  
Western Australian Planning Commission

11 May 2017

**CITY OF KWINANA**  
**TOWN PLANNING SCHEME NO. 2**  
**AMENDMENT NO. 151**

**RESOLUTION DECIDING TO AMEND A LOCAL PLANNING SCHEME**

City of Kwinana

Town Planning Scheme No. 2

Amendment No. 151

At the Ordinary Council Meeting held 16 December 2015 it was RESOLVED that the Council, in pursuance of section 75 of the *Planning and Development Act 2005*, amend the above Local Planning Scheme by:

(1) Amending Appendix IV – Interpretations:

- a) To include a definition for Commercial Vehicle as follows:

*“Commercial Vehicle” means a vehicle that has a Gross Vehicle Mass “GVM” of greater than 4.5 tonnes or is greater than 7 metres in length and 2.4 metres in height or a trailer which is greater than 7 metres in length, whether licensed or not, which is used or designed for use for business, trade or commercial purposes or in conjunction with a business, trade or profession and without limiting the generality of the foregoing, includes any utility, van, prime-mover, rigid truck, articulated vehicle, trailer, tractor and any attachment to any of them or any article designed to be attached to any of them, and any bus or any earthmoving machine, whether self-propelled or not. Where one commercial vehicle is carried and parked on another commercial vehicle, it is considered to be one vehicle.*

- b) By deleting the existing definition of “Transport Depot” in the Scheme and replacing with the following definition:

*‘Transport Depot’ means premises used primarily for the parking or garaging of 3 or more commercial vehicles including —*

- (a) any ancillary maintenance or refuelling of those vehicles; and*
- (b) any ancillary storage of goods brought to the premises by those vehicles; and*
- (c) the transfer of goods or persons from one vehicle to another,*

*but does not include the parking or garaging of one or more commercial vehicles approved pursuant to clause 6.20 of the Scheme.*

(2) Inserting a new heading and development provisions into Section 6.20 as follows:

**6.20 Parking of Commercial Vehicles**

- 6.20.1** *Subject to this clause, the parking or garaging of a commercial vehicle on any land requires the prior approval of the Council.*



- 6.20.2 *An application for the approval of the Council under this clause may be made on the form prescribed in Appendix II.*
- 6.20.3 *This clause does not apply where the proposed parking of commercial vehicle(s):*
- a) occurs during the period that the commercial vehicle(s) is engaged in work on the lot on which it is parked (for example, harvesting or earthmoving on the lot);*
  - b) is solely for the purpose of visiting the subject lot for the delivery or receiving of goods and is for a duration of no longer than 4 hours between 7am to 7pm in any 24 hour period for Residential zones and Special Residential Zones and no longer than 5 hours in any 24 hour period for Special Rural Zone, Urban Water Resource and Rural Zones; or*
  - c) is approved under this Scheme as a transport depot, or is an incidental activity carried out in conjunction with an approved Commercial or Industrial use.*
- 6.20.4 *An approval under this clause may only be granted where an occupier of the lot upon which the commercial vehicle(s) is to be parked is also:*
- a) the owner of the commercial vehicle(s); and*
  - b) the driver of the commercial vehicle(s); and*
  - c) the proprietor of a business which owns or operates every commercial vehicle which is to be parked or garaged on the lot.*
- 6.20.5 *The maximum number of commercial vehicles which may be approved by Council under clause 6.20.1 within a particular zone is set out in Schedule VIII.*
- 6.20.6 *The requirements of clause 6.20.4 and 6.20.5 are not capable of variation by clause 6.2 of the Scheme except in the following manner–*
- (a) For lot sizes greater than 500m<sup>2</sup>, Council may vary the ‘Maximum number of motorised Commercial Vehicles’ as stipulated in Column 3 of Schedule VIII by a maximum of one additional motorised commercial vehicle provided–*
    - i) the applicant satisfies each of the criteria outlined within clause 6.20.4;*
    - ii) the additional commercial vehicle will be sufficiently screened from view of the surrounding streets and the adjacent properties; and*
    - iii) the additional commercial vehicle will not detrimentally impact on the character, safety or amenity of the surrounding locality.*
  - (b) For lot sizes greater than 500m<sup>2</sup>, Council may vary the ‘Maximum number of non-motorised Commercial Vehicles’, as stipulated in*

*Column 4 of Schedule VIII provided the additional trailer(s) or other attachments:*

- i) will only be used in conjunction with a motorised commercial vehicle(s) permitted to be parked on the subject lot pursuant to this clause;*
- ii) will be sufficiently screened from view of the surrounding streets and adjacent properties; and*
- iii) will not detrimentally impact on the character of the surrounding locality.*

(3) Inserting a new Schedule VIII under Schedules as follows:

#### **SCHEDULE VIII – PARKING OF COMMERCIAL VEHICLES**

*The following provisions stipulate the maximum number of commercial vehicles that Council may approve in any application for approval under Clause 6.20 Parking of Commercial Vehicles.*

<i>Zone</i>	<i>Lot Size</i>	<i>Maximum number of motorised Commercial Vehicles</i>	<i>Maximum number of non-motorised Commercial Vehicles</i>
<i>All zones</i>	<i>Lot size of 500m<sup>2</sup> or less</i>	<i>No commercial vehicles are permitted.</i>	<i>No non-motorised commercial vehicles are permitted.</i>
<i>Residential Special Residential</i>	<i>Lot size of greater than 500m<sup>2</sup></i>	<i>1. One rigid (non-articulated) vehicle not exceeding 7m in length and 2.4m in height. 2. No prime mover will be permitted to be parked on any lot.</i>	<i>One non-motorised commercial vehicle but not a trailer which exceeds 7 metres in length.</i>
<i>Special Rural Rural Water Resource Rural A Rural B</i>	<i>Lot size of greater than 500m<sup>2</sup></i>	<i>1. One rigid (non-articulated) commercial vehicle or one prime mover. 2. Commercial vehicle with a Gross Vehicle Mass (GVM) in excess of 42 tonnes is prohibited.</i>	<i>One trailer exceeding 7 metres in length or one other non-motorised commercial vehicle.</i>

(4) Deleting Clause 6.4.5 Commercial Vehicles under Division 1- Residential Zone

6.4.5 Commercial Vehicles

*No person within the Residential Zone shall;*

- (a) park or allow to remain stationary for more than four hours consecutively;*
  - (i) more than one commercial vehicle;*
  - (ii) any vehicle which, due to size or load, is not capable of being completely housed within a domestic garage approved by Council;*
  - (iii) a vehicle which, together with its load, exceeds three metres in height.*
- (b) repair, service or clean a commercial vehicle unless such work is carried out whilst the vehicle is housed in a domestic garage or a domestic building;*
- (c) park or allow to remain stationary a commercial vehicle of a load capacity exceeding 2 tonnes."*

(5) Deleting development conditions 14, under Schedule 1 – Special Residential Zones

14. *No person shall within a Special Rural Zone:*

- (a) park or allow to remain stationary for more than four hours consecutively;*
  - (i) more than one commercial vehicle;*
  - (ii) any vehicle which, due to size or load, is not capable of being completely housed within a domestic garage approved by Council;*
  - (iii) a vehicle which, together with its load, exceeds three metres in height.*
- (b) repair, service or clean a commercial vehicle unless such work is carried out whilst the vehicle is housed in a domestic garage or a domestic building;*
- (c) park or allow to remain stationary a commercial vehicle of a load capacity exceeding 2 tonnes.*

**Dated this                      day of                      20**\_\_\_\_\_

\_\_\_\_\_  
**CHIEF EXECUTIVE OFFICER**



# REPORT ON SCHEME AMENDMENT NO. 151

## TOWN PLANNING SCHEME NO. 2

### CITY OF KWINANA

#### 1.0 SUMMARY

WAPC REF: *to be inserted*

Proposal: To amend the Town Planning Scheme No. 2 to provide a definition for “Commercial Vehicle”, amend the definition of a “Transport Depot” and introduce development provisions and an approval process for the parking of commercial vehicles within the district of the City of Kwinana.

#### 2.0 BACKGROUND

The parking of commercial vehicles on zoned land has become more prevalent and problematic over recent years especially in relation to the parking of commercial vehicles on smaller lots used for residential purposes. City Officers receive numerous complaints from residents, claiming the parking of a commercial vehicle is impacting on their amenity, causing a noise disturbance or is potentially impacting on their property values. Concerns generally include the sizes of vehicle and the assumed operation of a business on residential lots.

The City has received regular enquiries from residents seeking approval to park smaller commercial vehicles on residential lots where the vehicle is parked only and not used in relation to the operation of a commercial activity or business. This is currently not allowed by the City’s Local Laws regulating the parking of commercial vehicles on residential lots.

The purpose of the proposed amendment is to align Town Planning Scheme No.2 (TPS2) and City Local Laws and policies regulating the parking of commercial vehicles within the City.

##### Current State

TPS2 currently allows for the parking of a commercial vehicle on residential zoned land where the carrying capacity of the vehicle does not exceed two (2) tonnes. The Scheme further allows the parking of one commercial vehicle if parked within an approved domestic garage and the height of the vehicle does not exceed three metres in height. In the Special Residential (Schedule 1) Zone, the scheme has development conditions for the parking of a commercial vehicle which correlates with Clause 6.4.5 of the Scheme.

The parking of a commercial vehicle on Special Rural Zone land is directed by Council’s “Development within Special Rural Zones” Policy and includes a section (2.1) entitled “Parking of Truck/Commercial Vehicles” which provide guidance to Council in terms of assessing the number and size of vehicles permitted on special rural lots, the storage of goods, servicing of vehicles and distance from adjoining properties.

The above policy provides guidance to officers to assess the parking of commercial vehicles on Special Rural Zoned Lots but does not have statutory weight and as such cannot be enforced.

The scheme contains no further provisions (other than those listed above) regarding commercial vehicles and commercial vehicle parking on any other zoned land within the City. It is for this reason that this scheme amendment is being introduced.

### Proposed Amendment

The amendment proposes to introduce a definition for Commercial Vehicle as being a vehicle with a Gross Vehicle Mass "GVM" of greater than 4.5 tonnes or a size greater than 7 metres in length and 2.4 metres in height, or a trailer which is greater than 7 metres in length.

The proposed amendment also introduces a planning approval process for the parking of a commercial vehicle on land zoned for residential and rural purposes (Residential, Special Residential, Special Rural, Rural Water Resource, Rural A and B).

Additionally the amendment seeks to introduce provisions prohibiting the parking of a commercial vehicle on land with a lot area less than 500m<sup>2</sup> in size. The parking of a commercial vehicle on Residential and Special Residential Zone land with a lot area greater than 500m<sup>2</sup> will be allowed on obtaining a planning approval, on the condition the commercial vehicle is less than 7 metres in length and 2.4 metres in height. This provision allows the parking of a smaller size commercial vehicle within the residential zone.

On land zoned Special Rural, Rural Water Resource, Rural A and B with a lot area greater than 500m<sup>2</sup>, the parking of a commercial vehicle will be allowed on acquiring a planning approval. Only one prime mover will be permitted and no commercial vehicle exceeding a Gross Vehicle Mass (GVM) of 42 tonnes will be allowed.

The amendment proposes a maximum number of motorised and non-motorised commercial vehicles depending on the zoning.

The proposed amendment further will align TPS2 with the City's Local Laws which are currently under review.

### **3.0 CONCLUSION**

The inclusion of a definition and provisions in TPS2 will strengthen the City's ability to more appropriately manage commercial vehicle parking within the City. It will prohibit commercial vehicle parking on smaller lots and will permit commercial vehicle parking on land according to a lot size and zone.

This amendment seeks to achieve this by implementing the following modifications to the Scheme:

- Introducing a definition for a Commercial Vehicle
- Revising the existing definition of Transport Depot;
- Include development provisions and an approval process for Commercial Vehicle Parking.

- Remove the conflicting reference to commercial vehicles from the Scheme.

The amendment process will benefit from the provision of feedback from stakeholders and government departments and this will enable revision and refinement of the proposed commercial vehicle parking provisions. It is intended that this amendment will be able to provide more clarity, certainty and equity to all those that may wish to apply for commercial vehicle parking on their land. It is also intended to reduce the loss of amenity to adjoining landowners that may be affected by the presence of commercial vehicles on nearby or adjoining properties.

# ***Planning and Development Act 2005***

## **City of Kwinana**

### **Town Planning Scheme No. 2**

#### **Amendment No. 151**

The City of Kwinana under and by virtue of the powers conferred upon it in that behalf by the *Planning and Development Act 2005* (as amended) hereby amends the above local planning scheme by:

(1) Amending Appendix IV – Interpretations:

a) To include a definition for Commercial Vehicle as follows:

*“Commercial Vehicle” means a vehicle that has a Gross Vehicle Mass “GVM” of greater than 4.5 tonnes or is greater than 7 metres in length and 2.4 metres in height or a trailer which is greater than 7 metres in length, whether licensed or not, which is used or designed for use for business, trade or commercial purposes or in conjunction with a business, trade or profession and without limiting the generality of the foregoing, includes any utility, van, prime-mover, rigid truck, articulated vehicle, trailer, tractor and any attachment to any of them or any article designed to be attached to any of them, and any bus or any earthmoving machine, whether self-propelled or not. Where one commercial vehicle is carried and parked on another commercial vehicle, it is considered to be one vehicle.*

b) By deleting the existing definition of “Transport Depot” in the Scheme and replacing with the following definition:

*‘Transport Depot’ means premises used primarily for the parking or garaging of 3 or more commercial vehicles including —*

- (a) any ancillary maintenance or refuelling of those vehicles; and*
- (b) any ancillary storage of goods brought to the premises by those vehicles; and*
- (c) the transfer of goods or persons from one vehicle to another,*

*but does not include the parking or garaging of one or more commercial vehicles approved pursuant to clause 6.20 of the Scheme.*

(2) Inserting a new heading and development provisions into Section 6.20 as follows:

**“6.20     *Parking of Commercial Vehicles***

**6.20.1     *Subject to this clause, the parking or garaging of a commercial vehicle on any land requires the prior approval of the Council.***

**6.20.2     *An application for the approval of the Council under this clause may be made on the form prescribed in Appendix II.***

- 6.20.3 *This clause does not apply where the proposed parking of commercial vehicle(s):*
- a) *occurs during the period that the commercial vehicle(s) is engaged in work on the lot on which it is parked (for example, harvesting or earthmoving on the lot);*
  - b) *is solely for the purpose of visiting the subject lot for the delivery or receiving of goods and is for a duration of no longer than 4 hours between 7am to 7pm in any 24 hour period for Residential zones and Special Residential Zones and no longer than 5 hours in any 24 hour period for Special Rural Zone, Urban Water Resource and Rural Zones; or*
  - c) *is approved under this Scheme as a transport depot, or is an incidental activity carried out in conjunction with an approved Commercial or Industrial use.*
- 6.20.4 *An approval under this clause may only be granted where an occupier of the lot upon which the commercial vehicle(s) is to be parked is also:*
- a) *the owner of the commercial vehicle(s); and*
  - b) *the driver of the commercial vehicle(s); and*
  - c) *the proprietor of a business which owns or operates every commercial vehicle which is to be parked or garaged on the lot.*
- 6.20.5 *The maximum number of commercial vehicles which may be approved by Council under clause 6.20.1 within a particular zone is set out in Schedule VIII.*
- 6.20.6 *The requirements of clause 6.20.4 and 6.20.5 are not capable of variation by clause 6.2 of the Scheme except in the following manner–*
- (a) *For lot sizes greater than 500m<sup>2</sup>, Council may vary the ‘Maximum number of motorised Commercial Vehicles’ as stipulated in Column 3 of Schedule VIII by a maximum of one additional motorised commercial vehicle provided–*
    - c) *the applicant satisfies each of the criteria outlined within clause 6.20.4;*
    - d) *the additional commercial vehicle will be sufficiently screened from view of the surrounding streets and the adjacent properties; and*
    - e) *the additional commercial vehicle will not detrimentally impact on the character, safety or amenity of the surrounding locality.*
  - (b) *For lot sizes greater than 500m<sup>2</sup>, Council may vary the ‘Maximum number of non-motorised Commercial Vehicles’, as stipulated in Column 4 of Schedule VIII provided the additional trailer(s) or other attachments:*
    - i) *will only be used in conjunction with a motorised commercial*

*vehicle(s) permitted to be parked on the subject lot pursuant to this clause;*

- ii) will be sufficiently screened from view of the surrounding streets and adjacent properties; and*
- iii) will not detrimentally impact on the character of the surrounding locality.*

(3) Inserting a new Schedule VIII under Schedules as follows:

#### **SCHEDULE VIII – PARKING OF COMMERCIAL VEHICLES**

*The following provisions stipulate the maximum number of commercial vehicles that Council may approve in any application for approval under Clause 6.20 Parking of Commercial Vehicles.*

<i>Zone</i>	<i>Lot Size</i>	<i>Maximum number of motorised Commercial Vehicles</i>	<i>Maximum number of non-motorised Commercial Vehicles</i>
<i>All zones</i>	<i>Lot size of 500m<sup>2</sup> or less</i>	<i>No commercial vehicles are permitted.</i>	<i>No non-motorised commercial vehicles are permitted.</i>
<i>Residential Special Residential</i>	<i>Lot size of greater than 500m<sup>2</sup></i>	<i>3. One rigid (non-articulated) vehicle not exceeding 7m in length and 2.4m in height. 4. No prime mover will be permitted to be parked on any lot.</i>	<i>One non-motorised commercial vehicle but not a trailer which exceeds 7 metres in length.</i>
<i>Special Rural Rural Water Resource Rural A Rural B</i>	<i>Lot size of greater than 500m<sup>2</sup></i>	<i>3. One rigid (non-articulated) commercial vehicle or one prime mover. 4. Commercial vehicle with a Gross Vehicle Mass (GVM) in excess of 42 tonnes is prohibited.</i>	<i>One trailer exceeding 7 metres in length or one other non-motorised commercial vehicle.</i>

(4) Deleting Clause 6.4.5 Commercial Vehicles under Division 1- Residential Zone

#### **“6.4.5 Commercial Vehicles**

*No person within the Residential Zone shall;*

- (a) park or allow to remain stationary for more than four hours consecutively;*
- (ii) more than one commercial vehicle;*
- (ii) any vehicle which, due to size or load, is not capable of being completely housed within a domestic garage approved by Council;*

- (iii) *a vehicle which, together with its load, exceeds three metres in height.*
- (b) *repair, service or clean a commercial vehicle unless such work is carried out whilst the vehicle is housed in a domestic garage or a domestic building;*
- (c) *park or allow to remain stationary a commercial vehicle of a load capacity exceeding 2 tonnes.”*

(5) Deleting development conditions 14, under Schedule 1 – Special Residential Zones

14. *No person shall within a Special Rural Zone:*

- (a) *park or allow to remain stationary for more than four hours consecutively;*
  - (i) *more than one commercial vehicle;*
  - (ii) *any vehicle which, due to size or load, is not capable of being completely housed within a domestic garage approved by Council;*
  - (iii) *a vehicle which, together with its load, exceeds three metres in height.*
- (b) *repair, service or clean a commercial vehicle unless such work is carried out whilst the vehicle is housed in a domestic garage or a domestic building;*
- (c) *park or allow to remain stationary a commercial vehicle of a load capacity exceeding 2 tonnes.*

EVIDENCE OF ADOPTION

Adopted by resolution of the City of Kwinana at the Ordinary Meeting of the Council held on the 16 day of December 2015.

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CHIEF EXECUTIVE OFFICER**

EVIDENCE OF ADOPTION OF  
FINAL APPROVAL

Adopted for final approval by resolution of the City of Kwinana at the Ordinary Meeting of the Council held on the 14 day of December 2016 and the Common Seal of the City of Kwinana was hereunto affixed by the authority of a resolution of the Council in the presence of:

\_\_\_\_\_  
**MAYOR**

SEAL

\_\_\_\_\_  
**CHIEF EXECUTIVE OFFICER**

RECOMMENDED/SUBMITTED  
FOR FINAL APPROVAL

\_\_\_\_\_  
**DELEGATED UNDER S.16 OF PD ACT 2005**

Date \_\_\_\_\_

FINAL APPROVAL GRANTED

\_\_\_\_\_  
**MINISTER FOR PLANNING**

Date \_\_\_\_\_



## **16 Reports – Civic Leadership**

### **16.1 Tender - 619KWN16 – Provision of Green Waste and Bulk Junk Recovery, Collection, Processing and Disposal Services**

#### **SUMMARY:**

The City of Kwinana sought tenders from suitably qualified contractors for the Provision of Green Waste and Bulk Junk Recovery, Collection, Processing and Disposal Services. The Request for Tender was advertised in "The Weekend West" newspaper on Saturday, 8 April 2017. The Tender was also advertised and issued through the City's e-tendering portal TenderLink.

The request for tender closed 2:00pm Thursday 27 April 2017, with three (3) submissions received from the following:

- Cleanaway Pty Ltd
- T C Waste (WA) Pty Ltd trading as D & M Waste Management
- Western Maze Pty Ltd trading as W.A. Recycling Services

#### **OFFICER RECOMMENDATION:**

That Council:

- a) Award the contract for 619KWN16 – Provision of Green Waste and Bulk Junk Recovery, Collection, Processing and Disposal Services to Western Maze Pty Ltd trading as W.A. Recycling Services, in accordance with the special and general conditions of contract, specifications and their tender submission, clarifications and schedule of rates; and
- b) Validates the above contract is for a period of three years and is subject to a price increase based on the Consumer Price Index (Perth) data using the quarterly CPI published immediately prior to the anniversary of the contract and the previous year's quarterly CPI published immediately prior to the previous years anniversary. The price adjustment will be automatically applied by the Principal.

#### **DISCUSSION:**

The evaluation panel comprised the Waste Education Promotions Officer, Coordinator Environmental Health and Waste Services and Procurement Officer.

The panel evaluated the tender submissions in accordance with the documented compliance and qualitative criteria (refer to Confidential Attachment A). The evaluation recommendation report is under confidential cover as it contains commercial-in-confidence information.

#### **LEGAL/POLICY IMPLICATIONS:**

Local Government (Functions & General) Regulations 1996.

**16.1 TENDER - 619KWN16 – PROVISION OF GREEN WASTE AND BULK JUNK RECOVERY, COLLECTION, PROCESSING AND DISPOSAL SERVICES**

**FINANCIAL/BUDGET IMPLICATIONS:**

Budget Item Name:	Waste Management (Refuse Verge Collection) – 300099.1379.31
Budgeted Amount:	\$485,256.00
Proposed Cost:	Green waste - \$135 per tonnage Bulk waste - \$120 per tonnage

\*NOTE: All figures are exclusive of GST

**ASSET IMPLICATIONS:**

Due to the works being carried out on a seasonal basis, it is not beneficial for the City to operate this service and City Officers recommend that this be outsourced.

**ENVIRONMENTAL IMPLICATIONS:**

The services under the contract will assist in meeting the Waste Avoidance and Resource Recovery Act (WAAR Act) and State Waste Hierarchy and State Waste Strategy Objectives to achieve a municipal recovery rate of 65% by 2020.

The WAAR Act requires redirection of waste from landfill and this contract requires source separation and recovery for reuse where possible to reduce environmental risk.

The green waste is processed for recovery and reuse and all other materials are recovered where practicable.

**STRATEGIC/SOCIAL IMPLICATIONS:**

Bulk and green waste verge collections are critical and an essential service component of the City's Waste Management Programs and includes the flexibility to deliver services for disabled customers.

The service is valued by residents as evidenced by the Catalyse Community Satisfaction survey.

**RISK IMPLICATIONS:**

There is a risk to the City and the contractor of earning a reputation of poor customer service should the contractor fail to deliver the services under the contract in accordance with scheduled collection timeframes.

Cessation of the program would have a negative impact on the City's reputation and the disapproval of the community with regard to the reduction of waste services.

There is a further risk that illegal dumping of rubbish would increase with consequent negative social, financial and environmental impacts.

**16.1 TENDER - 619KWN16 – PROVISION OF GREEN WASTE AND BULK JUNK RECOVERY, COLLECTION, PROCESSING AND DISPOSAL SERVICES**

The total expenditure for 619KWN16 for the Provision of Green Waste and Bulk Junk Recovery, Collection, Processing and Disposal Services exceeds the \$150,000 tender threshold as determined by the Local Government (Function and General) Regulations 1996. Failure to procure this requirement by means other than undertaking a tender process or obtaining the services via the WALGA preferred supplier program or State Government common use arrangement will be in breach of the Tender Regulations.

**COUNCIL DECISION****540****MOVED CR S LEE****SECONDED CR S MILLS****That Council:**

- a) Award the contract for 619KWN16 – Provision of Green Waste and Bulk Junk Recovery, Collection, Processing and Disposal Services to Western Maze Pty Ltd trading as W.A. Recycling Services, in accordance with the special and general conditions of contract, specifications and their tender submission, clarifications and schedule of rates; and**
- b) Validates the above contract is for a period of three years and is subject to a price increase based on the Consumer Price Index (Perth) data using the quarterly CPI published immediately prior to the anniversary of the contract and the previous year's quarterly CPI published immediately prior to the previous years anniversary. The price adjustment will be automatically applied by the Principal.**

**CARRIED  
7/1**

## **16.2 Amendments to the Register of Delegated Authority – Local Government to Chief Executive Officer, Officers and Committees 2016, and to seek exemptions from clause 5.2.1 of the Local Commercial and Activity Centre Improvement Funding Policy**

### **SUMMARY:**

At its 14 June 2017 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, allows the Chief Executive Officer to enter into an agreement on behalf of the City of Kwinana, with any successful applicants in respect to the Local Commercial and Activity Centre Improvement Grant and in accordance with the requirements of the Local Commercial and Activity Centre Improvement Grant Funding Policy (Policy).

In regard to the Local Commercial and Activity Centre Improvement Grant, at its 8 February 2017 meeting, Council resolved to:

1. Adopt the new Local Commercial and Activity Centre Improvement Grant Funding Policy;
2. Nominate Cr W Cooper, Cr S Lee and Cr S Mills to sit with the Director of City Strategy and the Manager of City Enterprise as the Local Commercial and Activity Centre Improvement Grant Funding Panel;
3. Authorise the Local Commercial and Activity Centre Improvement Grant Funding Panel to make decisions regarding the disbursement of funds in accordance with the Local Commercial and Activity Centre Improvement Grant Funding Policy;
4. Approve the Transfer \$30,000 in funding from Economic Development Consultancy to the Economic Development Contribution account.

Several of the businesses are seeking an exemption from clause 5.2.1 where there is a requirement that the business have a two year lease in place when the funding agreement is signed. Most of businesses have been established for a long period of time and the property owner does not wish to enter into a formal lease arrangement with the current tenants. One business is seeking an exemption from clause 5.3.7 where there is a requirement that the expense must be over \$1,000. The required works are just below the \$1000 minimum threshold.

### **OFFICER RECOMMENDATION:**

That Council;

1. Grant the following Delegation to the Chief Executive Officer, as detailed in Attachment A:
  - 1.22 Authorised to enter into an agreement on behalf of the City of Kwinana with any successful applicants of a Local Commercial and Activity Centre Improvement Grant.

**16.2 AMENDMENTS TO THE REGISTER OF DELEGATED AUTHORITY – LOCAL GOVERNMENT TO CHIEF EXECUTIVE OFFICER, OFFICERS AND COMMITTEES 2016, AND TO SEEK EXEMPTIONS FROM CLAUSE 5.2.1 OF THE LOCAL COMMERCIAL AND ACTIVITY CENTRE IMPROVEMENT FUNDING POLICY**

2. Authorise exemptions for the following applicants to receive a Local Commercial and Activity Centre grant that falls outside the requirements of clause 5.2.1 of the Local Commercial and Activity Centre Improvement Grant Funding Policy -
  - a) Midway Dry Cleaners and Laundry (Calista)
  - b) Calista Hair Salon (Calista)
  - c) Calista Barber Shop (Calista)
  - d) Family Fair Super Market (Orelia)
3. Authorise an exemption to Lillies Nails (Medina) to receive a Local Commercial and Activity Centre grant that falls outside the requirement of clauses 5.2.1 and 5.3.7 of the Local Commercial and Activity Centre Improvement Grant Funding Policy.

**NOTE – AN ABSOLUTE MAJORITY OF COUNCIL REQUIRED**

**DISCUSSION:**

At its 8 February 2017 meeting, Council adopted a new Policy titled the 'Local Commercial and Activity Centre Improvement Grant Funding'. This Policy was adopted to recognise that Local Commercial and Activity Centres play a vital role in both the local economy and resident's quality of life. A copy of the Policy is at Attachment B. The grant program was developed to complement this Policy and the City's Local Commercial and Activity Centres Strategy.

The grant funds are intended to be allocated on a competitive basis via an Expression of Interest (EOI). The maximum amount per business that can be awarded is \$3,000 for specific eligible uses. To be eligible businesses need to be located within the older suburbs surrounding the Kwinana Central Business District where the need for investment is considered the greatest.

To satisfy the requirements of the Policy, successful applicants must enter into an agreement with the City. The agreement must include the following information:

- Agreed scope of benefits to the business and the community;
- Requirements for the acquittal of funding; and
- Provision to the City on a date determined within the agreement, of the achieved benefit as a result of the grant funding.

During the EOI process it became apparent that several of the businesses located in eligible areas would be unable to participate in the program due to the requirement that applicants have a 2 year lease. In some cases, such as the Calista Shopping Centre, none of the businesses have a formal written lease despite the fact that they have been operating for years and plan on continuing to do so for years to come. These businesses have applied and met all other criteria within the policy.

**16.2 AMENDMENTS TO THE REGISTER OF DELEGATED AUTHORITY – LOCAL GOVERNMENT TO CHIEF EXECUTIVE OFFICER, OFFICERS AND COMMITTEES 2016, AND TO SEEK EXEMPTIONS FROM CLAUSE 5.2.1 OF THE LOCAL COMMERCIAL AND ACTIVITY CENTRE IMPROVEMENT FUNDING POLICY**

The selection panel met on 2 June 2017 and approved 16 of the 17 applicants pending Council consent to waive the requirement for five of these businesses to have a two year lease in place when the funding agreement is signed. City Officers are also consulting with an additional business which may seek a similar exemption. If this business can remain viable the request will be brought back to Council for consideration.

The following applications require an exemption due to not meeting conditions 5.2.1 of the policy:

**1. Midway Dry Cleaners and Laundry (exemption from clause 5.2.1)**

This business has been operating at its current location for over 30 years. The owners are seeking \$3,000 to purchase a new washing machine which is an eligible expense under the program due to the longevity of the business.

**2. Calista Hair Salon (exemption from clause 5.2.1)**

This business has been operating at its location with the current owner for over 6 years. There has been a hairdresser at this location for decades. The owner is seeking \$2,195 to mount a new awning on the premise. This improvement will complement the adjacent building.

**3. Calista Barber Shop (exemption from clause 5.2.1)**

This business has been operating at its location with the current owner for over 3 years. There has been a barber business at this location for decades. The owner is seeking \$2,195 to mount a new awning on the premise. This improvement will complement the adjacent building.

**4. Lillies Nails (exemption from clause 5.2.1 and 5.3.7)**

This is a new and successful business in Medina which has made substantial improvements on the premise. The owner is seeking \$1,084 to replace an existing screen door. The owner is in the process of renewing the lease and expects that process to be completed shortly.

**5. Family Fair Supermarket (exemption from clause 5.2.1)**

The business has been owned by the same family at the same location for over 17 years. The owner of the business is currently negotiating the sale of the business which will continue to operate in the interim. These negotiations should be completed by August 2017 at which time the new lease will be executed. The owner of the business is seeking \$2,971 to replace the fluorescent lights with more energy efficient LED lighting. This is an eligible expense and will greatly improve the appearance within the business.

**LEGAL/POLICY IMPLICATIONS:**

**Local Government Act 1995**

**Delegation of Authority to CEO**

**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.

**16.2 AMENDMENTS TO THE REGISTER OF DELEGATED AUTHORITY – LOCAL GOVERNMENT TO CHIEF EXECUTIVE OFFICER, OFFICERS AND COMMITTEES 2016, AND TO SEEK EXEMPTIONS FROM CLAUSE 5.2.1 OF THE LOCAL COMMERCIAL AND ACTIVITY CENTRE IMPROVEMENT FUNDING POLICY**

**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.

**FINANCIAL/BUDGET IMPLICATIONS:**

There are no financial implications associated with this report and all applications for this program are within budget (\$38,075)

**ASSET MANAGEMENT IMPLICATIONS:**

There are no asset management implications associated with this report.

**ENVIRONMENTAL IMPLICATIONS:**

There are no specific environmental implications associated with this report.

**COMMUNITY ENGAGEMENT:**

There are no community engagement implications as a result of this report.

**STRATEGIC/SOCIAL IMPLICATIONS:**

Plan	Objective	Strategy
Strategic Community Plan 2015 - 2025	2.3 The City Centre is home to a thriving range of speciality shops, restaurants and family entertainment venues and an active night-life while neighbourhood centres are revitalised.	2.3.3 Implement and regularly review the Local Commercial & Activity Centres Strategy.  2.3.4 Revitalise and develop neighbourhood centres so they are economically viable and best outcomes for community are achieved.

**16.2 AMENDMENTS TO THE REGISTER OF DELEGATED AUTHORITY – LOCAL GOVERNMENT TO CHIEF EXECUTIVE OFFICER, OFFICERS AND COMMITTEES 2016, AND TO SEEK EXEMPTIONS FROM CLAUSE 5.2.1 OF THE LOCAL COMMERCIAL AND ACTIVITY CENTRE IMPROVEMENT FUNDING POLICY**

**RISK IMPLICATIONS:**

The risk implications in relation to this proposal are as follows:

<b>Risk Event</b>	Opportunities to assist local businesses with development are delayed or missed.
Risk Theme	Business and community disruption
Risk Effect/Impact	Compliance
Risk Assessment Context	Strategic Reputation
Consequence	Minor
Likelihood	Likely
Rating (before treatment)	Low
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	
Rating (after treatment)	Low

**COUNCIL DECISION**

**541**

**MOVED CR P FEASEY**

**SECONDED CR W COOPER**

**That Council;**

1. **Grant the following Delegation to the Chief Executive Officer, as detailed in Attachment A:**
  - 1.22 **Authorised to enter into an agreement on behalf of the City of Kwinana with any successful applicants of a Local Commercial and Activity Centre Improvement Grant.**
2. **Authorise exemptions for the following applicants to receive a Local Commercial and Activity Centre grant that falls outside the requirements of clause 5.2.1 of the Local Commercial and Activity Centre Improvement Grant Funding Policy -**
  - a) **Midway Dry Cleaners and Laundry (Calista)**
  - b) **Calista Hair Salon (Calista)**
  - c) **Calista Barber Shop (Calista)**
  - d) **Family Fair Super Market (Orelia)**



16.2 AMENDMENTS TO THE REGISTER OF DELEGATED AUTHORITY – LOCAL GOVERNMENT TO CHIEF EXECUTIVE OFFICER, OFFICERS AND COMMITTEES 2016, AND TO SEEK EXEMPTIONS FROM CLAUSE 5.2.1 OF THE LOCAL COMMERCIAL AND ACTIVITY CENTRE IMPROVEMENT FUNDING POLICY

3. **Authorise an exemption to Lillies Nails (Medina) to receive a Local Commercial and Activity Centre grant that falls outside the requirement of clauses 5.2.1 and 5.3.7 of the Local Commercial and Activity Centre Improvement Grant Funding Policy.**

**CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL**

**8/0**

## ATTACHMENT A

### Delegation 1.22

<b>1.22      Authorised to enter into an agreement on behalf of the City of Kwinana, with any successful applicants of a Local Commercial and Activity Centre Improvement Grant.</b>	
<b>Function to be performed:</b>	Authorised to enter into an agreement on behalf of the City of Kwinana, with any successful applicants of a Local Commercial and Activity Centre Improvement Grant.
<b>Legislative power or duty delegated:</b>	Local Government Act 1995 - Part 9, Division 3 s9.49A(4)      Execution of documents
<b>Legislative Power to Delegate:</b>	Local Government Act 1995 s5.42      Delegation of some powers to the CEO
<b>Date Delegation made or reviewed:</b>	
<b>Delegation to:</b>	Chief Executive Officer
<b>Conditions and Exceptions:</b>	In accordance with the requirements of the Local Commercial and Activity Centre Improvement Grant Funding Policy
<b>Statutory Power to sub-delegate:</b>	This Authority is not to be sub-delegated.
<b>Reporting Requirements:</b>	<ol style="list-style-type: none"><li>1. Any exercise of this delegation is to be recorded in the Delegated Authority Register; and</li><li>2. 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.</li></ol>



# Council Policy

## Local Commercial and Activity Centre Improvement Grant Funding





# Council Policy

## Local Commercial Activity Centre Improvement Grant Funding

D17/4102

### 1. Title

Local Commercial and Activity Centre Improvement Grant Funding

### 2. Purpose

The City of Kwinana recognises that Local Commercial and Activity Centres play a vital role in both the local economy and residents' quality of life. In order to ensure that this crucial sector continues to provide essential services to the community, a grant program has been developed which will compliment the City's Local Commercial and Activity Centres Strategy. The grant funds will be allocated on a competitive basis via an Expression of Interest (EOI) process.

### 3. Scope

#### 3.1 Local Commercial and Activity Centres

The following Local Commercial and Activity Centres are eligible to apply for funding via the EOI as defined by the Local Commercial and Activity Centre Strategy:

- Medina
- Parmelia
- Calista
- Orelia

#### 3.2 Term of Policy

This Policy is initially only valid for the 2016/2017 financial year, however it may be extended beyond this period if Council determines its ongoing strategic importance and allocates funding.

### 4. Definitions

There are no specific definitions associated with this Policy.

### 5. Policy Statement

The City of Kwinana's Strategic Community Plan 2015 - 2025 and Corporate Business Plan 2016 - 2021 identify the need to develop a diverse and thriving economy which benefits the residents by providing employment opportunities and enhanced services. Particular emphasis has been placed on Local Commercial and Activity Centres via strategies and recent capital investment. These areas are a focal point for the communities they serve and often reflect the unique sense of place of each community. The objectives of the Policy will ensure the grant funds are distributed in an equitable manner to assist the City and local businesses in achieving the goals and aspirations as detailed in the Strategic Community Plan. Through the provision of a grant funding program it is envisioned that the financial assistance will support local businesses to improve amenity, culture, vibrancy and economic outcomes.

The grants will take the form of reimbursement for specified types of expenses related to upgrading local businesses. The purpose of these grants is to address the disparity in investment between businesses located in the Kwinana Central Business District (CBD) and those in other local shopping centres. These smaller centres

serve a vital purpose in making goods and services accessible to members of the community who may find it difficult to reach the CBD.

The Policy also requires the formation of a selection panel comprised of three elected members, the Director, City Strategy and the Manager, City Enterprises who will assess the applications against the eligibility assessment criteria for the Local Commercial and Activity Centre Improvement Grant Funding program.

**5.1 The following expenses will be considered for grant funding under this Policy:**

- 5.1.1** The removal and replacement of obtrusive security features to make the property more inviting while providing the necessary security;
- 5.1.2** External improvements which are permanently affixed to the property (permanent outdoor signage is an eligible expense) or be works directly upon the external premises (must have building owner's written consent);
- 5.1.3** Enhanced public realm (for which a broad definition shall apply) and will include but not be limited to improvements or creation of alfresco areas or enhanced landscaping such as a flower bed;
- 5.1.4** A business that has been trading at its current location for a period of 12 months prior to making application to the Local Commercial and Activity Centre Improvement Incentive may apply for items related to internal improvements. Eligible expenses include vital equipment that is permanent in nature, or those which provide for an enhanced consumer experience not currently available within the premise or within businesses in the immediate vicinity.

**5.2 In order to be eligible for a grant, a business must meet the following criteria:**

- 5.2.1** Have a lease or ownership for a premise for at least two years from the time of approval;
- 5.2.2** Have all current or be able to obtain appropriate insurances, permits and licences for business operation including being registered by the City of Kwinana and holding an ABN. These approvals must be obtained prior to any application being approved;
- 5.2.3** Have all current or be able to obtain appropriate insurances, permits and licences for the works proposed. These approvals must be obtained prior to any funds being dispersed.
- 5.2.4** All grant applications must have two written quotes for the work. Grants will not be given for works already undertaken. (Disbursement of grant funding will only occur on receipt of final paid invoice);
- 5.2.5** The grant will not fund operational expenses such as wages, stock or marketing;
- 5.2.6** The applicant must be the owner operator of that business location (franchises are eligible);
- 5.2.7** Applicants must provide the most recent financial statements that demonstrate solvency of the business (these documents will be kept strictly confidential);

**5.2.8** The project must be complete three months from project approval unless otherwise approved by the City; and

**5.2.9** Successful applicants must enter into an agreement with the City. The agreement must include the following information:

- agreed scope of benefits to the business and the community;
- requital of funding; and
- provision to the City on a date determined within the agreement, of the achieved benefit as a result of the grant funding.

**5.3 The Local Commercial and Activity Centre Improvement Grant funds will be distributed based upon merit with evaluation based upon:**

**5.3.1** The leveraging of private funds as a result of the grant;

**5.3.2** The benefit to the local community;

**5.3.3** The extent to which the proposal brings new products or services to the community;

**5.3.4** The extent to which the proposal demonstrates financial viability or sound management;

**5.3.5** The extent to which the project is ready to be implemented (investment ready);

**5.3.6** The equal distribution of the funds based upon geographic location (to the degree that this is practical based upon quality of submissions);

**5.3.7** The minimum and maximum grant allocated to an individual project shall be \$1,000 and \$3,000 respectively.

**6. Financial/Budget Implications**

This grant funding program will be subject to allocations as determined by Council in its Annual budget.

**7. Asset Management Implications**

There are no specific asset management implications associated with this Policy.

**8. Environmental Implications**

There are no specific environmental implications associated with this Policy.

## 9. Strategic/Social Implications

Plan	Objective	Strategy
Strategic Community Plan 2015 - 2025	2.3 The City Centre is home to a thriving range of speciality shops, restaurants and family entertainment venues and an active night-life while neighbourhood centres are revitalised.	2.3.3 Implement and regularly review the Local Commercial & Activity Centres Strategy.  2.3.4 Revitalise and develop neighbourhood centres so they are economically viable and best outcomes for community are achieved.

## 10. Occupational Safety and Health Implications

There are no specific OSH implications associated with this Policy.

## 11. Risk Assessment

Risk Event	Inadequate EOI process leaves applicants feeling that the process was somehow unfair and that the best outcomes were not achieved.
Risk Theme	Inadequate engagement practices
Risk Effect/Impact	Financial Reputation
Risk Assessment Context	Operational
Consequence	Minor
Likelihood	Possible
Rating (before treatment)	Low
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	Transparent application and selection process which provides clear and equitable assessment of projects that enhance services within the community through development of a robust policy.
Rating (after treatment)	Low

## 12. References

Name of Policy	Local Commercial Activity Centre Improvement Grant Funding
Date of Adoption and resolution No	08/02/2017 #430
Review dates and resolution No #	Nil
Next review date	08/02/2019



Legal Authority	There are no specific provisions in the Local Government Act 1995 relating to the distribution of grants by local governments. However, authority for such a grant programme can be found by reading together sections 3.1 and 3.18 of the Local Government Act 1995.
Directorate	City Strategy
Department	Economic Development
Related documents	<p><b>Acts/Regulations</b> Local Government Act 1995</p> <p><b>Plans/Strategies</b> Strategic Community Plan 2015 – 2025 Corporate Business Plan 2016 – 2021</p> <p><b>Policies</b> Nil</p> <p><b>Work Instructions</b> To be written</p> <p><b>Other documents</b> <a href="#">D17/XXXX Grant Application(to be finalised)</a></p> <p><a href="#">D17/XXXX Agreement Template - Local Commercial Activity Centre Improvement Grant Funding (to be finalised)</a></p>

**Note: Changes to References may be made without the need to take the Policy to Council for review.**

# Commercial Area Incentive Funding Agreement

City of Kwinana

[*Insert Business Owner name*]



**McLEODS**

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: [mcleods@mcleods.com.au](mailto:mcleods@mcleods.com.au)

Ref: FG:KWIN:40398

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# Details

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## Parties

### City of Kwinana

of PO Box 21, Kwinana, Western Australia 6966  
(City)

[Insert Business Owner name(s)]

[Insert address]

(Business Owner)

## Background

- A The City is a local government established under the Local Government Act 1995 (WA).
- B The Business Owner is the owner operator of the Business described in **Item 1** of the Schedule (**Business**), which is situated within the district of the City.
- C The City has a funding program which provides grants to help cover the cost of improvements to businesses in Local Commercial and Activity Centres (**Grant**).
- D The Business Owner has submitted a Funding Application (**Funding Application**) to the City demonstrating that the Project described in **Item 2** of the Schedule (**Project**) is eligible for a Grant.
- E The City approved the Funding Application on [insert date] (**Funding Approval Date**) and has agreed to provide the Funding described in **Item 3** of the Schedule (**Funding**) towards the costs of the Project.
- F The approval of the City's Council required that the provision of the Funding be subject to the Parties entering into an agreement that specifies the conditions for the provision of the Funding.
- G The Parties have agreed to enter into this Agreement to effect the conditions of the Funding.

## Agreed Terms

---

### 1. Commencement Date

- (1) This Agreement comes into force and effect on the date that the last of the Parties executes this Agreement (**Commencement Date**).
- (2) Nothing in this Agreement shall be taken to bind the City to enter into a further agreement with or provide funding to the Business Owner in addition to that provided under this Agreement.

### 2. Eligibility of the Project

- (1) The Parties agree that the Funding Application has demonstrated that the Project meets the following eligibility requirements:
  - (a) the Business is within [Medina, Parmelia, Orelia or Calista Local Commercial and Activity Centres areas] as defined by the Local Commercial Activity Centre Strategy;

- (b) the Project relates to:
  - (i) the removal and replacement of obtrusive security features which will make the property more inviting while still providing necessary security;
  - (ii) external improvements permanently affixed to premises of the Business, including permanent outdoor signage, or works directly upon improvements to the premises (with the building owner's consent);
  - (iii) enhanced public realm, to be interpreted broadly and to include alfresco areas and landscaping; or
  - (iv) where the Business has been trading at its current location for 12 months prior to the Funding Application, internal improvements, including vital equipment that is permanent in nature, allows enhanced consumer experience which is not currently available within the premise or businesses in the immediate vicinity;
- (c) the Business Owner either owns the premises in respect of which the Business is located or has a lease for at least two years from the Funding Approval Date;
- (d) the Business Owner has provided City with evidence of all appropriate insurances, permit and licences for business operation including registration with City and an ABN;
- (e) the Business Owner has provided the City with evidence of all appropriate insurances, permits and licences for the Project;
- (f) the Business Owner has provided two quotes for the cost of the work involved in the Project;
- (g) the Business Owner is the owner operator of the Business, which shall include franchisees; and
- (h) the Business is solvent and the Business Owner has provided evidence of solvency to the City.

### 3. Funding

- (1) The Funding shall be an amount determined by a merit based evaluation, which is not less than \$1,000 and not more than \$3,000 and which is the amount specified in **Item 3** of the Schedule.
- (2) Subject to the terms and conditions of this Agreement, the City shall provide the Funding to the Business Owner as part payment towards the costs of the Project incurred by the Business Owner when the Business Owner provides a Claim Form (**Claim Form**) to the City.
- (3) At the completion of the Project and before the Claim Date specified in **Item 4** of Schedule (**Claim Date**), a completed Claim Form for the Project must be submitted to the City.
- (4) The Claim Form must be in the form provided by the City and must:
  - (a) provide proof of expenditure on approved works in relation to the Project;
  - (b) include a tax invoice for the amount of the Funding;
  - (c) demonstrate that the Funding was expended after the Commencement Date;
  - (d) include photographs of the Project (prior and after works);

- (e) advise of any commercially sensitive operational details of the Project which the City must keep confidential; and
  - (f) provide any further information related to the Project reasonably required by the City.
- (5) The Business Owner must not use any part of the Funding provided by the City for any purpose other than payment of the costs of the Project in accordance with the terms and conditions of this Agreement.
- (6) Payment of the Funding:
  - (a) is subject to the City's approval of the Claim Form, to be granted in its absolute discretion;
  - (b) will only be made as a reimbursement on works certified as completed;
  - (c) will not be made for expenditure undertaken prior to the Commencement Date; and
  - (d) shall be made by the City as soon as practicable after approval of the completed Claim Form.

## 4. Business Owner's Acknowledgement

The Business Owner acknowledges and agrees that the City's approval of the Funding is not an approval to undertake works. All relevant approvals, permits and licences must be obtained by the Business Owner from the relevant statutory authorities. The Business Owner shall undertake the Project in accordance with all applicable statutory requirements.

## 5. Confidentiality and Publicity

- (1) The City agrees to keep confidential any commercially sensitive operational details of the Project or Business.
- (2) The Business Owner agrees to the City using photographs and details of the Project in future public promotion of Local Commercial and Activity Centre Improvement Grant funding, excluding any confidential information.

## 6. Risk

The Project shall be undertaken and conducted entirely at the risk of the Business Owner, notwithstanding any other provision in this Agreement dealing with the Land or the Project.

## 7. Indemnity

The Business Owner indemnifies the City and at all times shall keep the City indemnified from and against any claim which may be commenced or brought against the City or which the City may suffer or incur in connection with:

- (a) any personal injury including illness to, or death of, any person arising out of or in the course of, or caused by, the carrying out of the Project;
- (b) any loss, use, destruction of, or injury or damage to any real or personal property (including property of the City) arising out of or in the course of, or caused by, the carrying out of the Project.

## 8. Default and termination

(1) If a Party (Defaulting Party):

- (a) defaults in the performance of any term or condition to be observed or performed by the Defaulting Party, and the Defaulting Party fails to remedy such default (if it is capable of remedy) within 14 days (or such longer period as the other Party may agree in writing) after the other Party gives notice in writing to the Defaulting Party specifying the default and requiring the default to be remedied;
- (b) goes into administration or liquidation whether compulsory or voluntary, or is wound up or a receiver or manager is appointed; or
- (c) if the Business Owner ceases to be eligible for the Funding in accordance with **clause 2**,

then in any of these cases, the other Party may, by notice in writing given to the Defaulting Party, without prejudice to the other powers, rights, authorities or remedies against the Defaulting Party under this Agreement or otherwise, terminate the Agreement, but without releasing the Defaulting Party from liability for any previous breach or failure to observe or perform any term or condition of the Agreement.

- (2) If the Project is not completed within three months of the Funding Approval Date, then the Business Owner shall be held to have defaulted on the performance of their obligations under this Agreement, and notwithstanding the effect of **clause 8(1)**, the Agreement shall be terminated without the requirement for notice by City.

## 9. Discretion of City under written law not limited

Nothing in this Agreement is to fetter or limit, or is to be construed as an attempt to fetter or limit, the discretion or the powers of the City or the Council of the City under any written law.

## 10. Dispute resolution

If a Party considers that a dispute exists:

- (a) the Party claiming there is a dispute must give notice of the dispute to the other Party identifying the dispute and providing details of it;
- (b) the Parties must try to resolve the dispute through direct negotiation.
- (c) if the dispute is not resolved within 14 days of the dispute notice the Parties must endeavour to settle the dispute by mediation to be conducted by a mediator independent of the Parties, appointed by agreement of the Parties within 35 days of the original dispute notice or in the absence of such agreement by the President of the Law Society of Western Australia;
- (d) if the dispute is not resolved by mediation within 60 days of appointment of a mediator the dispute is to be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* and the Parties may each be represented by a legal practitioner.
- (e) the Parties must continue to comply with their obligations under the Agreement despite any dispute being referred to mediation or arbitration, unless agreed otherwise by the Parties in writing; and



- (f) each Party shall bear its own costs in relation to resolving a dispute, subject to any award made by an arbitrator.

## 11. Notices

Any notice, direction or other communication which must or may be given in connection with this Deed:

- (a) must be in writing in order to be valid;
- (b) is sufficient if signed or executed by the party giving the notice or on its behalf by any director, secretary, duly authorised officer or solicitor of that party;
- (c) in order to be valid must be given to a party as follows:
  - (i) delivered or sent by prepaid post to, or left at, the address of that party as set out in this Agreement;
  - (ii) sent to the facsimile number of that party;
  - (iii) sent to the email address of that party; or
  - (iv) delivered or sent to another address or facsimile number as is notified in writing by that party to the other party from time to time; and
- (d) if given in accordance with paragraph (c), will be deemed to take effect:
  - (i) in the case of prepaid post, on the second business day after the date of posting;
  - (ii) in the case by email, on receipt of return email from the recipient acknowledging receipt of the email;
  - (iii) in the case of facsimile, on receipt of a transmission report from the sending machine confirming successful transmission; and

in the case of delivery by hand, on delivery.

## 12. Modification and Waiver

- (1) This Agreement may not be modified, amended or varied except by a document in writing signed by or on behalf of each of the Parties.
- (2) Any modification to a term or condition of the Agreement, or waiver or relinquishment of the performance of any term or condition of the Agreement, will be effective only if made in writing and executed by or on behalf of the Party granting the waiver.
- (3) A waiver of any one breach of any term or condition of the Agreement is not to operate as a waiver of any other breach of the same or other term or condition of the Agreement.

## 13. Interpretation

In this Agreement, unless inconsistent with the context:

- (a) headings and bolding are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;

- (c) a reference to a gender includes a reference to each other gender;
- (d) a reference to a person or individual includes a reference to a firm, corporation or other corporate body, authorities, governments and governmental agencies and vice versa;
- (e) where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;
- (f) a reference to any written law includes:
  - (i) all written laws amending, consolidating or replacing that written law; and
  - (ii) all regulations, proclamations, planning schemes or local laws made under that written law;
- (g) a reference to a party includes that party, its successors, permitted assigns, receivers, administrators, executors, substitutes and liquidators;
- (h) a reference to any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document;
- (i) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (j) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it;
- (k) an obligation, representation or warranty in favour of two or more persons:
  - (i) is for the benefit of them jointly and severally; and
  - (ii) binds them jointly and severally;
- (l) a reference to '\$' or 'dollars' is a reference to Australian dollars;
- (m) unless expressly stated otherwise, a reference to a party, clause, sub-clause, paragraph or part, is a reference a party, clause, sub-clause, paragraph or part of or in this Agreement;
- (n) where two or more persons comprise a party to the Agreement, the covenants and agreements on their part are to bind and be observed and performed by them jointly and each of them severally; and
- (o) anything in this Agreement which is expressed to be done or performed by the City, is to be properly and lawfully done and performed if so done and performed by an officer of the City.

# Schedule

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Item 1      Business

[Business trading name] located at [Insert property address]

Item 2      Project

[Insert description of Project] as depicted on the plans annexed as **Annexure 1**

Item 3      Funding

[Insert amount of Funding]

Item 4      Claim Date

[Insert date]

# Signing page

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THE COMMON SEAL of the CITY )  
OF KWINANA was hereunto affixed )  
in the presence of: )

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
(PRINT FULL NAME)

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(PRINT FULL NAME)

EXECUTED by [insert name & ABN Number] )  
pursuant to Section 127 of the Corporations )  
Act: )

\_\_\_\_\_  
Full Name of Business Owner(s)

\_\_\_\_\_  
Full Name of Director/Secretary  
(Delete whichever designation is incorrect)

\_\_\_\_\_  
Signature of Director/Secretary

# Annexure 1 – Project Plans

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## 17 Urgent Business

Nil

## 18 Councillor Reports

### 18.1 Councillor Sandra Lee

Councillor Sandra Lee reported that she had attended the City of Kwinana Lyrik Awards and that it had been an absolute pleasure to attend and it is wonderful to listen to all of the good work the youth are doing in our community and to participate in the celebrations.

### 18.2 Councillor Bob Thompson

Councillor Bob Thompson reported that he had attended the Koorliny Board of Management Meeting.

Councillor Thompson stated it is very pleasing to note that the Local Government Act 1995 is being reviewed.

## 19 Response to Previous Questions

Nil

## 20 Mayoral Announcements (without discussion)

Mayor Carol Adams reported that she had attended Indian Ocean Gateway (IOG) briefings with the following:

- Mick McCarthy South West Group Director and Serge De Silva in relation to defence issues
- Briefing to Shire of Serpentine Jarrahdale Council
- Shire of Chittering

The Mayor advised that she had attended a South West Group Project Briefing with Yaz Murarakai, Member for Jandakot along with Mayor Logan Howlett and Director Mick McCarthy.

The Mayor mentioned that she had attended the Western Australian Local Government Association (WALGA) State Council Meeting and that single use of plastic bags was a topic of discussion.

The Mayor reported that she had attended the Rotary Changeover Dinner and passed on her congratulations to incoming President Mike Nella.

The Mayor advised that she had attended a meeting regarding the Institutional arrangements for Affordable Housing Models via Regional Development Australia. The discussions were held with Councils of Gosnells, Cockburn, Serpentine Jarrahdale, Canning and Armadale.

## 21 Matters Behind Closed Doors

### COUNCIL DECISION

542

MOVED CR W COOPER

SECONDED CR R ALEXANDER

That in accordance with Sections 5.23(2)(c) and 5.23(2)(a) of the Local Government Act 1995, Council move behind closed doors to allow discussion of the Matters Behind Closed Doors items.

CARRIED  
8/0

*The Council Chamber doors were closed at 7:18pm*

### 21.1 Agreement for Payment of DCA4 and DCA10 Cost Contributions between the City of Kwinana and Well Holdings Pty Ltd / Trealley Investments Pty Ltd – Lot 13 Treeby Road, Anketell

### COUNCIL DECISION

543

MOVED CR S LEE

SECONDED CR R ALEXANDER

That Council:

1. Resolves to approve the Deed of Agreement between the City and the Subdivider (Attachment B) in order to resolve Conditions 25 and 26 of Subdivision Approval 148358 (Attachment A) for Stage 1;
2. Authorises the Mayor and the Chief Executive Officer to sign and seal the Deed of Agreement as per Attachment B;
3. Authorises the Chief Executive Officer to advise the Western Australian Planning Commission that Conditions 25 and 26 of Subdivision Approval 148358 for Stage 1 of Treeby Park Estate (Lot 13 Treeby Road, Anketell) has been satisfied; and
4. Authorises the Chief Executive Officer to undertake any of the actions under the Agreement, excluding any action that would vary the intent and purpose of the Deed of Agreement.

CARRIED  
8/0

*All City of Kwinana City Officers exited the Council Chambers at 7:19pm with the exception of the Acting Chief Executive Officer and the Manager Human Resources*

## **21.2 Chief Executive Officer Performance Review 2016/17 and setting of 2017/18 Key Performance Indicators and Remuneration**

### **COUNCIL DECISION**

**544**

**MOVED CR P FEASEY**

**SECONDED CR W COOPER**

**That Council:**

- 1. Formally endorse the final feedback summary report as detailed in Attachment A and note any comments by the Chief Executive Officer.**
- 2. Endorse the 2017/2018 Performance KPIs for the Chief Executive Officer as detailed in Attachment B and varied by the Executive Appraisal Committee and the Chief Executive Officer.**
- 3. Authorise the Mayor to commence negotiations for a new five year contract for the Chief Executive Officer and the contract to be presented to Council for approval once negotiations have been completed.**

**CARRIED  
8/0**

**NOTE – That the Executive Appraisal Committee Recommendation was amended to authorise the Mayor to negotiate with the Chief Executive Officer a new five year contract and that the draft contract be presented to Council for approval once negotiations have been completed.**

### **COUNCIL DECISION**

**545**

**MOVED CR P FEASEY**

**SECONDED CR W COOPER**

**That Council return from Behind Closed Doors.**

**CARRIED  
8/0**

*The Council Chamber doors were reopened at 7:33pm*



## **22 Meeting Closure**

The Mayor declared the meeting closed at 7:34pm.

Chairperson: \_\_\_\_\_ 26 July 2017