

Ordinary Council Meeting

11 April 2018

Minutes



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

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

Vision Statement

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

Mission

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



We will do this by –

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

Values

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

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

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Present:

CR W COOPER
CR M KEARNEY
CR S LEE
CR S MILLS
CR M ROWSE
CR D WOOD

MS J ABBISS	-	Chief Executive Officer
MS C MIHOVLOVICH	-	Director City Strategy
MRS B POWELL	-	Director City Engagement
MR D ELKINS	-	Director City Infrastructure
MS M BELL	-	Director City Legal
MR P NEILSON	-	Manager Planning and Development
MS A MCKENZIE	-	Council Administration Officer

Members of the Press	0
Members of the Public	1

1 Declaration of Opening:

The Chief Executive Officer declared the meeting open at 7:00pm and welcomed Councillors, City Officers and gallery in attendance and called for Presiding Member nominations.

COUNCIL DECISION

131

MOVED CR W COOPER

SECONDED CR S LEE

That Council, in the absence of the Mayor and Deputy Mayor elect Councillor Dennis Wood as the Presiding Member.

**CARRIED
6/0**

The Presiding Member 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 Wendy Cooper 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

Mayor Carol Adams

Leave(s) of Absence (previously approved):

Deputy Mayor Peter Feasey from 9 April 2018 to 2 May 2018 inclusive.

4 Public Question Time:

4.1 Mr Kevin Desmond, Parmelia

Question 1

I assume that the Mayor is away on official Council business, what conference is she attending?

Response

The Presiding Member referred the question to the Chief Executive Officer.

The Chief Executive Officer advised that it is not a conference it is an Economic Development Tour with the South West Group.

Question 2

Can I be provided with a list of the Councillors travel expenses for this financial year?

Response

The Presiding Member took the question on notice.

Question 3

Was Councillor Wood invited to meet the people of Mandogalup?

Response

The Presiding Member advised he had spoken to three people from Mandogalup.

Question 4

On the 28 March the Chief Executive Officer advised, “that there is no other Waste to Energy that has their environmental approvals in place at this point in time”, obviously there are others that have their approvals in place.

4 PUBLIC QUESTION TIME

Response

The Presiding Member referred the question to the Chief Executive Officer.

The Chief Executive Officer advised that, in the context of the original line of questioning, she was referencing that the New Energy plant is proposing a change in technology, which is requiring them to go through a full public environmental review process. For their newly proposed technology, they do not have environmental approval.

Question 5

But they have got the approval to build the plant already, is that correct?

Response

The Presiding Member referred the question to the Chief Executive Officer.

The Chief Executive Officer advised that planning approval has been granted but the environmental approval for their current proposed technology has not been given, which is why they are going through a public environmental approval process.

Question 6

Has New Energy at this moment in time got EPA approval to build the Waste to Energy Plant?

Response

The Presiding Member referred the question to the Chief Executive Officer.

The Chief Executive Officer advised not for the proposed new technology that the New Energy plant is wanting to implement.

Question 7

You produced the document the Indian Ocean Gateway, can you tell me who prepared this document?

Response

The Presiding Member referred the question to the Chief Executive Officer.

The Chief Executive Officer advised that the document content was prepared in house with in-house resources.

Question 8

Can you tell me who came up with these employment figures, that the employment would increase by 86,000 jobs?

4 PUBLIC QUESTION TIME

Response

The Presiding Member referred the question to the Chief Executive Officer.

The Chief Executive Officer advised that the employment figures were based on the Western Trade Coast Industries Committee Integrated Assessment report that was produced by Sinclair Knight Mertz in 2013. The Chief Executive Officer explained again that the figures were derived from that report for the existing employment numbers then applied to the undeveloped land to calculate what, at full build out, the employment figures would be.

Question 8

Have you got any Economists that can back up these figures?

Response

The Presiding Member referred the question to the Chief Executive Officer.

The Chief Executive Officer advised that the City did not see a need to refer these figures to an Economist.

Question 9

How much money has the City of Kwinana spent on Consultants this financial year?

Response

The Presiding Member took the question on notice.

Question 10

Could you explain when a complaint is made about a Councillor or the Chief Executive Officer, what the procedure is and how confidential would the complaint be?

Response

The Presiding Member took the question on notice.

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 14 March 2018:

COUNCIL DECISION

132

MOVED CR W COOPER

SECONDED CR S MILS

That the Minutes of the Ordinary Meeting of Council held on 14 March 2018 be confirmed as a true and correct record of the meeting.

**CARRIED
6/0**

8.2 Executive Appraisal Committee Meeting held on 4 April 2018:

COUNCIL DECISION

133

MOVED CR W COOPER

SECONDED CR S MILLS

That the Minutes of the Executive Appraisal Committee Meeting held on 4 April 2018 be confirmed as a true and correct record of the meeting.

**CARRIED
6/0**

9 Referred Standing / Occasional / Management /Committee Meeting Reports:

Nil

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 Adoption for Advertising of Local Planning Policy 7: Uniform Fencing

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

This report presents a draft Local Planning Policy (LPP) under the City's Local Planning Scheme No 2 (LPS2) that will provide guidance to landowners, developers and City of Kwinana (City) Officers on the requirements and standards for the provision of uniform fencing and its application in the assessment of subdivision and development applications.

The draft LPP sets out the City's position in regards to the criteria for fencing types and styles as set out in the Western Australian Planning Commission (WAPC) *Development Control Policy - Residential Subdivision (DC 2.2)* (Clause 4.7 - Provision of Screen Fencing).

In this regard, the draft LPP provides a clear set of criteria and requirements for the provision of uniform fencing as part of subdivision and development proposals in the City. The policy encourages subdivision and development designs which limit the length of uniform fencing adjacent to higher order roads (where possible) through the use of internal service roads, controlled access places and the like. The draft LPP also requires that uniform fencing be constructed of limestone, brick, masonry, or other durable materials approved by the City.

The objectives of the draft LPP are to ensure that any uniform fencing installed as part of subdivision or development applications is visually appealing, constructed of durable materials and provides for passive surveillance opportunities (where necessary).

It is recommended that Council adopt the draft LPP for the purpose of public advertising and stakeholder engagement and that City Officers then bring the draft LPP back to Council for further consideration with a full assessment of submissions made.

OFFICER RECOMMENDATION:

That Council:

1. Adopt draft Local Planning Policy 7: Uniform Fencing, as detailed in Attachment A, for the purpose of public advertising.
2. Publically advertise draft Local Planning Policy 7: Uniform Fencing for a period of 21 days.
3. Require a report back to Council that details the submissions received during the advertising period and make a recommendation that draft Local Planning Policy 7: Uniform Fencing be either adopted with or without modification, or not to proceed.

15.1 ADOPTION FOR ADVERTISING OF LOCAL PLANNING POLICY 7: UNIFORM FENCING**DISCUSSION:**

The visual impact of subdivision and uniform fencing has the potential to negatively impact on the aesthetic qualities of the streetscape. In addition, uniform fencing can inhibit visual surveillance of public spaces. However, uniform fencing can be designed to limit the visual and aesthetic impacts of such fencing where it adjoins the public domain including roads, schools, areas of Public Open Space (POS) and Public Access Ways (PAWs).

The draft LPP sets out the standards applicable for uniform fencing within new subdivision and development sites within the City of Kwinana. In preparing the draft LPP, City Officers had regard to the provision of screen fencing as outlined in the WAPC *Development Control Policy 2.2 – Residential Subdivision (DC2.2)* (Clause 4.7 – Provision of Screen Fencing), which states that uniform fences should be:-

- (a) *substantially of solid construction to 1.2 metres in height and visually permeable to a maximum height (between 1.8m and 2.4m);*
- (b) *of materials or finished treatment to give a long lasting, aesthetically pleasing appearance, preferably with a low maintenance and graffiti reduction factor and complemented with landscaping;*
- (c) *of uniform height, design and materials with adjacent lots and of compatible design and/or materials where changes in design or height are justified due to the requirements of topography or to relieve monotony; and*
- (d) *of sufficient height and strength and of appropriate design where it is necessary to produce a barrier in the interests of safety.*

The draft LPP sets out the City's position having regard to WAPC 2.2 and introduces a set of minimum standards for both City Officers and developers to follow when assessing subdivision and development proposals.

Draft Local Planning Policy

The draft LPP aims to:

- Ensure uniform fencing installed as part of a subdivision or development is visually appealing, constructed of durable materials and provides for passive surveillance opportunities (where necessary);
- Provide subdivision design criteria which seeks to limit the length of uniform fencing adjoining higher order roads;
- Provide for passive surveillance opportunities of POS, PAWs and School Sites in the design criteria for uniform fencing;
- Require that uniform fencing be constructed of limestone, brick, masonry, or other durable materials approved by the City;
- Provide that where uniform fencing is undertaken on adjoining properties, that the fence be installed in a coordinated manner of the same materials and finishes.

15.1 ADOPTION FOR ADVERTISING OF LOCAL PLANNING POLICY 7: UNIFORM FENCING

The draft LPP will apply to all uniform fencing constructed within the City. Uniform fencing is defined under the draft LPP as:

- (a) fencing located between a residential lot and a road reserve where, in the interests of amenity and public safety, the residential lot is not permitted to have, or cannot achieve, direct access/frontage to the road reserve;
- (b) fencing located between a residential lot and a School, POS Reserve, Drainage Reserve or PAW; and
- (c) fencing located between a residential lot and a Primary or Other Regional Road Reservation, Railways Reservation or any other Category of Road of district or local importance, or any other public place.

Uniform fencing will be required to be provided by developers and landowners. The requirement for the installation of uniform fencing will be triggered by the subdivision and/or development approval process. The criteria and requirements set out in the draft LPP will be applied by City Officers in the assessment and consideration of proposed structure plans, in providing advice and recommendations to the WAPC on subdivision of land, the assessment and consideration of development applications, and in the consideration of detailed engineering drawings and building licence applications.

A copy of the draft LPP is contained within Attachment A. Please refer to section 5.0 of the draft LPP for the specific requirements.

LEGAL/POLICY IMPLICATIONS:

Western Australian Planning Commission *Development Control Policy 2.2 – Residential Subdivision*.

Western Australian Planning Commission *State Planning Policy 5.4 Road and Rail Transport Noise and Freight Considerations in Land Use Planning*

City of Kwinana Local Planning Scheme No. 2

Clause 8.6 of LPS2 sets out general preparation and operational aspects of a Local Planning Policy.

Planning and Development (Local Planning Schemes) Regulations 2015

Deemed provision Clause 3 allows Council to ‘*prepare a Planning Policy in respect of any matter related to the planning and development of the Scheme Area ...*’

A Planning Policy is required to be advertised for public comment for no less than 21 days prior to the final adoption by Council, as per clause 4.1 of the deemed provisions.

FINANCIAL/BUDGET IMPLICATIONS:

The preparation and advertising of the draft LPP will be undertaken within the City’s existing budget. There are no other direct financial implications associated with the draft LPP.

15.1 ADOPTION FOR ADVERTISING OF LOCAL PLANNING POLICY 7: UNIFORM FENCING

ENVIRONMENTAL IMPLICATIONS:

No direct environmental implications are associated with the draft LPP.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following objectives and strategies detailed in the Strategic Community Plan.

Plan	Outcome	Objective
Strategic Community Plan	A well planned City	4.4 Create diverse places and spaces where people can enjoy a variety of lifestyles with high levels of amenity.

COMMUNITY ENGAGEMENT:

Should Council resolve to initiate the draft LPP, it will be advertised in accordance with the requirements of the *Planning and Development (Local Planning Schemes) Regulations 2015* in conjunction with the City's Community Engagement Policy.

The advertising of this draft LPP will involve:

- Advertising the LPP for 21 days;
- Notices in the local newspapers;
- A Media Release detailing the objectives and nature of the draft LPP; and,
- Written letters to key stakeholders such as land developers in the City advising of the opportunity to provide a submission on the draft LPP.

RISK IMPLICATIONS:

Council approves development under LPS2 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.

RISK ANALYSIS	DESCRIPTION
Risk Event	Lack of a local policy focus in relation to Uniform Fencing which controls the installation and amenity outcomes of uniform fencing in new subdivision and developments.
Risk Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Effect/Impact	Compliance
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Possible

15.1 ADOPTION FOR ADVERTISING OF LOCAL PLANNING POLICY 7: UNIFORM FENCING

Rating (before treatment)	Moderate
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	Adoption of the draft LPP provides clear objectives and guidance to developers and the City regarding the City's requirements and standards for Uniform Fencing that are applicable during the subdivision/development assessment and approvals process, thereby mitigating the risk.
Rating (after treatment)	Low

COUNCIL DECISION

134

MOVED CR S LEE**SECONDED CR M ROWSE****That Council:**

- 1. Adopt draft Local Planning Policy 7: Uniform Fencing, as detailed in Attachment A, for the purpose of public advertising.**
- 2. Publically advertise draft Local Planning Policy 7: Uniform Fencing for a period of 21 days.**
- 3. Require a report back to Council that details the submissions received during the advertising period and make a recommendation that draft Local Planning Policy 7: Uniform Fencing be either adopted with or without modification, or not to proceed.**

CARRIED
6/0

Draft Local Planning Policy No. 7

Uniform Fencing



Local Planning Policy No. 7

Uniform Fencing

1. Background

The visual impact of subdivision and uniform fencing along road reserves has the potential to negatively impact on the outcomes and aesthetic qualities of the streetscape. However, when appropriately managed, uniform fencing can be designed to provide for good quality visual and aesthetic outcomes where it adjoins the public domain including roads and areas of Public Open Space. It is imperative that any uniform fencing installed as part of a subdivision or development is visually appealing, constructed of durable materials and provides for passive surveillance opportunities, where necessary.

This Policy will provide the Council's position in regards to the criteria for fencing types and styles as set out in the Western Australian Planning Commission *Development Control Policy - Residential Subdivision (DC 2.2)* (Clause 4.7 - Provision of Screen Fencing), which states that uniform fences should be:-

- (a) substantially of solid construction to 1.2 metres in height and visually permeable to a maximum height (between 1.8m and 2.4m);
- (b) of materials or finished treatment to give a long lasting, aesthetically pleasing appearance, preferably with a low maintenance and graffiti reduction factor and complemented with landscaping;
- (c) of uniform height, design and materials with adjacent lots and of compatible design and/or materials where changes in design or height are justified due to the requirements of topography or to relieve monotony; and
- (d) of sufficient height and strength and of appropriate design where it is necessary to produce a barrier in the interests of safety.

2. Policy Objectives

The objectives of this Planning Policy are as follows:-

1. To state the Council's position regarding the provision of uniform fencing in new residential estates and developments in the City; and
2. To set out the Council's minimum requirements for uniform fencing.

3. Scope

- 3.1 This Policy applies to all uniform fencing constructed within the City of Kwinana.
- 3.2 Uniform fencing is required to be provided by developers and landowners where land directly abuts the public domain – Schools, Public Open Space (POS), Drainage Reserves, Pedestrian Access Ways (PAWs), Railway Reservations, Regional Roads, any other Category of Road of district or local importance, or any other public place.

- 3.3 The requirement for the construction of uniform fencing will be triggered through the development and/or subdivision of land.
- 3.4 The Council shall impose a condition on planning approvals (where applicable) requiring the applicant/owner to construct uniform fencing in accordance with this policy.
- 3.5 The Council will recommend to the Western Australian Planning Commission (WAPC) that a condition be imposed on subdivision approvals (where applicable) requiring the applicant/owner to construct uniform fencing in accordance with this policy.
- 3.6 In considering applications for structure plans, detailed engineering drawings or building permits the Council will apply the criteria and requirements of this policy.

4. Definitions

For the purposes of this Planning Policy, the words and expressions of the Policy have their normal and common meaning and as defined in the City of Kwinana Local Planning Scheme No.2, unless the context otherwise requires or as defined below.

Uniform Fencing means:-

- (a) fencing located between a residential lot and a road reserve where, in the interests of amenity and public safety, the residential lot is not permitted to have, or cannot achieve, direct access/frontage to the road reserve;
- (b) fencing located between a residential lot and a School, Public Open Space Reserve, Drainage Reserve or Pedestrian Access Way; and
- (c) fencing located between a residential lot and a Railway Reservation, or a Primary or Other Regional Road Reservation, or any other Category of Road of district or local importance, or any other public place.

Council means:- the Council of the City of Kwinana.

City means:- the district of the City of Kwinana.

Proponent means:- any owner or owners of land to which a proposed Structure Plan, Subdivision or Development relates.

Post-Development Levels means:- the levels approved and constructed as part of the Subdivision / Development process.

5. Policy Statement

The criteria and requirements set out in this Planning Policy will be applied by the City of Kwinana in the assessment and consideration of proposed structure plans, in providing advice and recommendations to the WAPC on subdivision of land, the assessment and consideration of development applications, and in the consideration of detailed engineering drawings and building permit applications.

5.1 Subdivision Design Requirements

5.1.1 Road Reserves:

In preparing a Structure Plan, Subdivision or Development Plan, the proponent shall endeavour to prevent lots from backing onto road reserves (other than local roads) through the use of internal service roads, controlled access places and the like. The Council acknowledges that there may be instances where lots cannot be provided with an internal service road or the like. Where development abuts a Primary or Other Regional Road, or any

other Category of Road of district or local importance, and direct residential access is not permitted, the Council will require the provision of uniform fencing in accordance with the requirements of this policy.

5.1.2 Public Open Space Reserves & School Sites:

In the interest of promoting visual and passive surveillance, POS reserves and School Sites should generally be bounded by streets on all frontages so that the adjacent lots overlook both the street and POS / School Site. Consideration will only be given to lots abutting POS where it can be demonstrated that the fencing adjoining the common boundary is designed to provide visual surveillance of the POS from the adjoining development. Where lots are proposed abutting POS or School Sites, uniform fencing shall be provided with visually permeable infill panels subject to Clause 5.2.4 and Clause 5.5 to promote passive and visual surveillance of the POS / School.

5.1.3 Pedestrian Access Ways and Drainage Reserves:

Where pedestrian links between roadways are required and unavoidable, the design of the PAW should limit the opportunities for anti-social behaviour. In addition, where residential lots adjoin or abut drainage reserves, opportunities for passive surveillance should be provided. In this regard, the Council will require PAW and Drainage Reserve fencing to be constructed to a uniform standard.

5.2 Uniform Fencing Standards

The Uniform Fencing Standards outlined in this Clause apply to all uniform fencing within the City. Specific requirements outlined in Clauses 5.3 – 5.6 will apply in addition to these standards where appropriate to the development and design being considered.

- 5.2.1 Uniform fencing shall generally be a minimum height of 1800mm to a maximum height of 2400mm above natural ground level. This does not include retaining walls. Uniform fencing below 1800mm in height may be considered appropriate for specific locations, including where it is required to be installed above a retaining wall. Where uniform fencing is constructed above a retaining wall, the maximum combined height should generally not exceed 3 metres above post-development levels. The Council may support combined retaining walls and uniform fencing heights in excess of 3 metres where it can be demonstrated that the subdivision / development necessitates a higher wall for engineering or design purposes.
- 5.2.2 Uniform fencing shall be constructed of limestone, brick, masonry or other durable materials approved by the City. Uniform fencing using modular construction may be considered provided that the wall presents a rendered or similar finish and it can be demonstrated that the repair and maintenance requirements of such a wall is satisfactory to the Council.
- 5.2.3 Colorbond® steel (or similar), ring-lock/cyclone, super-six/fibro cement and twin-side post and panel fencing are not acceptable materials where uniform fencing is required.
- 5.2.4 Uniform fencing, where visually permeable infill panels are required shall be constructed of wrought iron, steel, aluminium or other similar durable material to the satisfaction of the Council. Timber infill panels are generally not supported due to its high maintenance and low durability compared to metal products. Infill panels shall be constructed above 900mm in height above natural ground level and shall be visually permeable in accordance with the definition contained in the Residential Design Codes of Western Australia (R-Codes).

- 5.2.5 Approval for the subsequent removal and/or modification of uniform fencing will not be granted unless it is demonstrated by the proponent that the alternative maintains Council's objectives of achieving a high level of visual amenity, high durability and adequate passive surveillance, where appropriate.
- 5.2.6 All solid portions of uniform fencing shall be treated with non-sacrificial graffiti protection which is to be applied to the manufacturer's specifications to the City's satisfaction.
- 5.2.7 Complementary landscaping is to be provided by the proponent / land owner adjacent to uniform fencing and the adjoining road reserve where it is considered appropriate by the City.
- 5.2.8 Uniform fencing is to be located entirely on the private property which abuts the adjoining Road Reserve, POS or Railways Reserve.
- 5.2.9 Where more than one proponent is undertaking subdivision or development on adjoining lots, the Council will require that any uniform fencing be constructed in a coordinated manner of the same materials, colours and finishes to achieve a consistent streetscape. The Council will have regard to existing uniform fencing when assessing subsequent fencing applications.
- 5.2.10 Development or subdivision estate branding or logos will not be permitted to be affixed or attached to any portions of uniform fencing.

5.3 Uniform Fencing adjoining Primary & Other Regional Roads, Railway Reserves, or any Road subject to assessment under *State Planning Policy 5.4 – Road and Rail Transport Noise and Freight Considerations in Land Use Planning*

- 5.3.1 A proponent required to provide uniform fencing adjoining Regional Roads, Railway Reserves, or any other category of Road subject to assessment under *State Planning Policy 5.4 – Road and Rail Transport Noise and Freight Considerations in Land Use Planning* (SPP 5.4), will be required to submit to the Council, for approval, an Acoustic Assessment Report prepared by a suitably qualified and experienced Acoustic Consultant demonstrating compliance with SPP 5.4. Uniform fencing shall be installed in accordance with the recommendations of the approved Acoustic Assessment Report.
- 5.3.2 Uniform fencing adjoining Regional Roads and Railway Reserves should generally be of solid construction without visually permeable infill panels.
- 5.3.3 Large or extensive portions of solid fencing shall be suitably broken up through the use of different materials, textures, patterns and landscaping to provide visual relief. Public art pieces may be incorporated and considered under special circumstances in accordance with the City's Art Collection Policy.

5.4 Uniform Fencing adjoining all other Road Categories

- 5.4.1 Uniform fencing is required to be constructed by the proponent for all residential properties with side and/or rear boundaries abutting local roads or other roads of district or local importance. Such fencing shall be entirely of masonry construction but may in certain circumstances be required to provide visually permeable infill panels depending on the location and traffic volumes associated with the road.

5.5 Uniform Fencing adjoining Public Open Space

- 5.5.1 Uniform fencing adjoining POS shall be designed to incorporate visually permeable infill panels to provide for passive surveillance.
- 5.5.2 Minor portions of solid uniform / subdivision fencing may be permitted to screen some areas of residential land including drying areas.
- 5.5.3 Pedestrian access gates (and stairs where required) should be constructed to integrate as part of the uniform / subdivision fencing between residential lots and POS to encourage use of the adjoining POS by the adjoining residents.

5.6 Uniform Fencing adjoining Pedestrian Access Ways (PAWs) and Drainage Reserves

- 5.6.1 Uniform fencing adjoining PAWs and Drainage Reserves shall be constructed to include visually permeable infill panels to provide for passive surveillance of the PAW / Drainage Reserve.
- 5.6.2 Minor portions of solid fencing may be permitted to screen some areas of the residential land including clothes drying areas.

6. Implementation

- 6.1 At the Structure Plan assessment stage, the Council will require that the proponent suitably addresses the criteria and requirements of this policy.
- 6.2 Where uniform fencing is considered necessary, the Council will recommend to the WAPC that, as a condition of its subdivision approval, the proponent is required to submit detailed engineering drawings of the proposed fencing in accordance with this policy for Council approval.
- 6.3 Where uniform fencing is considered necessary, the Council will require as a condition of development approval that the proponent submit detailed plans of the proposed fencing in accordance with this policy for Council approval.
- 6.4 Where uniform fencing is considered necessary, a Building Permit application will be required prior to construction commencing.

7. Maintenance

- 7.1 Uniform fencing is the responsibility of the landowner of the lot once constructed. In this regard, the landowner is responsible for maintaining the fence in a good condition and so as to not allow the fence to fall into a dangerous, dilapidated or unsightly state.
- 7.2 Where a uniform fence has become damaged, dilapidated or in need of repair, the owner shall repair or replace it with the same materials with which it was first constructed (and approved).
- 7.3 A uniform fence shall not be altered or replaced with materials other than with which it was first constructed, without the prior approval of Council.
- 7.4 Where non sacrificial graffiti protection has been applied to a uniform fence and it is required to be repaired or replaced, the landowner must treat it with the same non sacrificial graffiti protection as part of the repair or replacement.

8. Deferment of Construction

The Council accepts that in some circumstances it may be beneficial and or practical to defer the construction of uniform fencing adjacent to certain reserves. In those cases, the Council will require the proponent to demonstrate why the deferral of construction is warranted and to execute an agreement with the Council to guarantee construction (at an agreed future date).

9. References

Name of Policy	Local Planning Policy No. 7 – Uniform Fencing
Date of Adoption and resolution No	XXXXX
Review dates and resolution No #	XXXXX
Legal Authority	Division 2 – Local Planning Policies of Part 2 – Deemed provisions for local planning schemes of Planning and Development (Local Planning Schemes) Regulations 2015
Directorate	City Regulation
Department	Statutory Planning Department
Related documents	Acts/Regulations Western Australian Planning Commission - <i>Development Control Policy 2.2 — Residential Subdivision</i> (DC 2.2).

15.2 Review of the City of Kwinana Local Planning Scheme Nos. 2 and 3 – March 2018

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

This report presents the review of the City's Local Planning Scheme Nos. 2 and 3 (LPS2 and LPS3).

Under the provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* (Regulations), the City must review LPS2 and LPS3 by 18 April 2018.

The review is to be in the form of a Report of Review submitted to the Western Australian Planning Commission (WAPC) by the abovementioned date. Regulation 65(3) of the Regulations requires that the Report of Review is to consider whether the relevant local planning scheme(s) is up-to-date. In accordance with Regulation 66(2), the report is to include:

- the date the local planning scheme was gazetted;
- a list of amendments to the scheme including dates they were gazetted;
- when the scheme was last consolidated under Part 5 of the Act;
- an overview of subdivision and development activity, lot take up and population change in the scheme area since the scheme gazettal / last review; and
- details of any amendment to the scheme that have been undertaken to bring it into line with other legislation, region scheme or State planning policy (r. 64(2)).

The Report of Review is to make a recommendation to the WAPC on how to proceed in accordance with Regulation 66(3). This recommendation should seek to leave the LPS as is, amend/consolidate the LPS or repeal the LPS.

The local government is then to provide the Report of Review to the WAPC and within 90 days, the WAPC must consider the report and decide whether it agrees or disagrees with the noted recommendations and notify the local government accordingly as per Regulation 67. The local government must then publish the Report of Review and notice of the WAPC's decision.

The Reports of Review for LPS2 and LPS3 have been prepared in accordance with the Regulations. Further, the Local Planning Strategy, which provides the strategic intent to inform the new Local Planning Scheme, is currently being prepared by City Officers. It is intended that, once the Local Planning Strategy has been prepared, a new LPS which incorporates the City in its entirety (that is, it incorporates both LPS2 and LPS3) will be prepared. This intent is reflected in the Officer Recommendation to this report.

In this regard, it is recommended that Council adopt the Officer Recommendation.

15.2 REVIEW OF THE CITY OF KWINANA LOCAL PLANNING SCHEME NOS. 2 AND 3 – MARCH 2018

OFFICER RECOMMENDATION:

That Council:

1. Pursuant to Regulation 66 of the *Planning and Development (Local Planning Schemes) Regulations (2015)*, resolves to approve the Report of Review regarding the City of Kwinana Local Planning Scheme Nos. 2 and 3, as contained in Attachments A and B of this report; and
2. Pursuant to Regulation 66(3) of the *Planning and Development (Local Planning Schemes) Regulations (2015)*, recommends to the Western Australian Planning Commission that the preparation of a new local planning scheme for the City of Kwinana be undertaken, and that upon the gazettal of the new planning scheme, that the City of Kwinana Local Planning Scheme No.2 and City of Kwinana Local Planning Scheme No.3 be repealed.

DISCUSSION:

LPS2 was gazetted in 1992. Since 1992, 154 planning scheme amendments to the LPS2 have been commenced, with 58 gazetted as at 9 February 2018. The remaining amendments are currently being assessed by Council or the WAPC, or were not proceeded with. LPS3 was gazetted in 1998 and applies only to the Kwinana Town Centre. Since 1998, 3 amendments to LPS3 have been gazetted.

Legislation requires that the Local Planning Scheme (LPS) is supported by a Local Planning Strategy (Strategy). The intention being that the Strategy provides a rationale, objectives and analysis that then supports the establishment of the LPS. The LPS is to include the procedures and development standards that will guide future development and land use so that it aligns with the Strategy.

The City has no current Local Planning Strategy (Strategy). A draft Strategy was prepared in 2005 and was subsequently advertised. This was not further progressed however, as it did not resolve suitable solutions to issues such as urban infill or the future planning of the industrial areas.

The City prepared a further draft Strategy in 2014, with Council subsequently resolving to adopt the draft Strategy for the purposes of consultative advertising at its Ordinary Council Meeting of 10 December 2014. Advertising of the draft Strategy occurred for a period of 60 days from 7 April 2015 until 8 June 2015. The draft Strategy had been prepared during the local government reform process to ensure that the land use vision of the City was captured should an amalgamation occur. However all of the informing strategies to the LPS had not been prepared.

The City is currently preparing a new Strategy. This is to have a number of informing strategies, being the Housing and Settlement Study, Economic Development and Employment Strategy, Biodiversity Strategy, Integrated Transport and Land Use Study, and Community Infrastructure Plan. These are in the process of being prepared within the 2017/2018 and 2018/2019 financial years.

Following completion of the informing studies, the Strategy will be prepared.

15.2 REVIEW OF THE CITY OF KWINANA LOCAL PLANNING SCHEME NOS. 2 AND 3 – MARCH 2018

The WAPC oversees the LPS review process and can determine what form the LPS review should take. In the case of a local LPS that is substantially out of date or inadequate, the local government may be required to review the LPS in its entirety and develop a new LPS. In other cases, the WAPC may allow a local government to complete the LPS review process by undertaking a consolidation of the LPS. In the case of the City of Kwinana, given the preparation of the strategies outlined above, new policies and the changes to the LPS over time, it is proposed by City Officers that the LPS review process result in the preparation of a new LPS and repealing LPS No. 2 and 3.

Report of Review

The Regulations require a Report of Review to be prepared relating to the performance of the LPS. The WAPC requires that the Report of Review be prepared in a prescribed form. The summary reports for LPS2 and LPS3 have been completed and are contained in Attachments A and B. The Report of Review provides information including the gazettal date of the respective LPS, a summary of the number of amendments made to the LPS, population change and development activity across the district, and strategic planning work completed or currently underway.

CONCLUSION

The review of LPS2 and LPS3, and the new Strategy, will ensure that the City's statutory and strategic plans respond to the challenge of managing growth and change, developing new employment areas and preserving the natural environment and open spaces, for the foreseeable future.

The Reports of Review for LPS2 and LPS3 have been prepared in accordance with the Regulations and set the overarching statutory basis for the City's intent, moving forward, with regard to the realisation of a new combined LPS.

LEGAL/POLICY IMPLICATIONS:

City of Kwinana Local Planning Scheme No. 2

City of Kwinana Local Planning Scheme No.3

Planning and Development (Local Planning Schemes) Regulations 2015

Planning and Development Act 2005

FINANCIAL/BUDGET IMPLICATIONS:

The preparation of the Scheme Review documents has been undertaken within the City's existing budget. There are no other direct financial implications associated with the Scheme Review.

ENVIRONMENTAL IMPLICATIONS:

No direct environmental implications are associated with the Scheme Review.

15.2 REVIEW OF THE CITY OF KWINANA LOCAL PLANNING SCHEME NOS. 2 AND 3 – MARCH 2018

STRATEGIC/SOCIAL IMPLICATIONS:

Plan	Objective	Strategy
Corporate Business Plan	6.6 – To implement the long term strategic land use planning for the social, economic and environmental wellbeing of the City	6.6.2 – Prepare a new Local Planning Scheme

COMMUNITY ENGAGEMENT:

In the development of previous draft LPS reports, community consultation has been undertaken. As part of the formal review process of the new Strategy currently being prepared by the City, community consultation will similarly occur.

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 Community Plan.

RISK ANALYSIS	DESCRIPTION
Risk Event	Council not adopting the Reports of Review and Officer Recommendation for LPS2 and LPS3
Risk Theme	The City not meeting its statutory obligations under the Regulations
Risk Effect/Impact	Town Planning
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Possible
Rating (before treatment)	Moderate
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	Council resolves to approve the Officer Recommendation and meets its statutory obligations under the Regulations regarding review of LPS2 and LPS3
Rating (after treatment)	Low

15.2 REVIEW OF THE CITY OF KWINANA LOCAL PLANNING SCHEME NOS. 2 AND 3 – MARCH 2018

COUNCIL DECISION

135

MOVED CR S LEE

SECONDED CR S MILLS

That Council:

1. Pursuant to Regulation 66 of the *Planning and Development (Local Planning Schemes) Regulations (2015)*, resolves to approve the Report of Review regarding the City of Kwinana Local Planning Scheme Nos. 2 and 3, as contained in Attachments A and B of this report; and
2. Pursuant to Regulation 66(3) of the *Planning and Development (Local Planning Schemes) Regulations (2015)*, recommends to the Western Australian Planning Commission that the preparation of a new local planning scheme for the City of Kwinana be undertaken, and that upon the gazettal of the new planning scheme, that the City of Kwinana Local Planning Scheme No.2 and City of Kwinana Local Planning Scheme No.3 be repealed.

**CARRIED
6/0**

REVIEW OF CITY OF KWINANA LOCAL PLANNING SCHEME NO.2

INTRODUCTION

The *Planning and Development Act 2005* requires local governments to prepare a Local Planning Scheme (Scheme). Regulation 65 of the *Planning and Development (Local Planning Scheme) Regulations 2015* (Regulations) outlines the requirements for the review of a Scheme.

A review of a Scheme is to be in the form of a report submitted to the Western Australian Planning Commission (WAPC) and is to consider whether the Scheme is up to date and make a recommendation on how to proceed with the review.

The City has completed a review of Local Planning Scheme No.2 (LPS2) and submits this report to the WAPC for its consideration.

BACKGROUND

The City of Kwinana (the City) covers an area of 120km² and has a population of just over 40,000 people. The City is located in the south west corridor of the Perth metropolitan area and is approximately 38km south of the Perth CBD.

The City is bounded by the City of Cockburn to the north, the Shire of Serpentine-Jarrahdale to the east, the City of Rockingham to the south and the Indian Ocean to the west.

The City includes the suburbs of Anketell, Bertram, Calista, Casuarina, Hope Valley, Kwinana Beach, Kwinana Town Centre, Leda, Mandogalup, Medina, Naval Base, Orelia, Parmelia, Postans, The Spectacles, Wandi and Wellard. At the time of the last census (2016), it was the second fastest growing local government area in Western Australia.

The region was originally identified for strategic industrial land, with the first major residential subdivisions commencing in the 1950s to serve the workforce of the BP Refinery. The City's first major period of growth was linked very strongly to the expansion of the industrial area and the need for a local workforce.

In 2000, the State Government enacted the Hope Valley-Wattleup Redevelopment Act, which allowed for the planning and delivery of Latitude 32, comprising a major industrial development extending into neighbouring Cockburn.

In addition to industrial uses, the City is home to the outer harbour, which supports the operations of the Fremantle Port with the movement of chemicals, fuel and bulk grain among other things.

In 2007, the Perth to Mandurah Train line opened, with two stations serving the area. This, combined with the urban sprawl of the expanded freeway network, led to a new surge in population growth of approximately 20% that continues to this day. This growth is based on access to transport networks and availability of affordable land rather than as a result of industrial expansion, and reflects the proactive marketing and planning of the City.

The result of this urban development has been the decline of market gardening that was once prevalent in the eastern area of the City. The market gardens have made way for suburban expansion.

The City expects the residential growth to continue for the coming decades, with projections of 85,000 residents by 2036. Demand for additional housing and industrial land is likely to be further driven by the potential development of Westport, which if realised will see major expansion of the outer harbour to become the primary port destination for Western Australia.

The City has implemented numerous planning scheme amendments and structure plans to support population growth in the region. In addition to this, the City has prepared Development Contribution Plans to allow for the development of otherwise fragmented land in the context of community and civil infrastructure provision.

SCHEME HISTORY

LPS2 was gazetted in 1992, making it one of the oldest schemes in the State.

Following the recent gazettal of the Regulations, much of the operational provisions of LPS2 have been replaced by 'deemed provisions'. An amendment to remove duplicate provisions is currently under preparation by the City.

LOCAL PLANNING STRATEGY

The City has no current Local Planning Strategy (Strategy). A draft Strategy was prepared in 2005 and was informally advertised. This was not further progressed as it did not resolve suitable solutions to issues such as urban infill or the future planning of the industrial areas.

The City prepared a further draft Strategy in 2014, with the City of Kwinana Council subsequently resolving to adopt the draft Strategy for the purposes of consultative advertising at its Ordinary Council Meeting of 10 December 2014. Advertising of the draft Strategy occurred for a period of 60 days from 7 April 2015 until 8 June 2015. The draft Strategy however had been prepared during the local government reform process to ensure that the land use vision of the City was captured should an amalgamation occur. However all of the informing strategies to the LPS had not been prepared.

The City is currently working on the preparation of a new Strategy. This is to have a number of informing strategies, being the Housing and Settlement Study, Economic Development and Employment Strategy, Biodiversity Strategy, Integrated Transport Plan and Land Use Study, and Community Infrastructure Plan. These are in the process of being prepared within the 2017/2018 and 2018/2019 financial years.

Following completion of the informing studies, the Strategy will be prepared.

STRATEGIC CONTEXT

Scheme Amendments

Since 1992, 154 amendments to the LPS2 have been commenced, with 58 gazetted as at 9 February 2018. A list of all amendments that have been gazetted since 1992 is outlined in Appendix 1 of this report.

CONSOLIDATION OF LPS2 UNDER PART 5 OF THE PLANNING AND DEVELOPMENT ACT 2005

There has never been a formal consolidation of LPS2 under Part 5 of the *Planning and Development Act 2005*. Amendments to LPS2 have been prepared and initiated by Council over time to account for evolving State Government policies, strategies and legislative changes.

DEVELOPMENT ACTIVITY IN THE LOCAL GOVERNMENT AREA

Infill Development

In the established areas of the City, some small-scale, largely battleaxe, subdivision of larger lots has been undertaken in suburbs such as Medina, Orelia and Calista. There has also been some isolated larger-scale subdivision of land, including the Niche development in Medina.

Greenfields Development

The City and WAPC have approved 20 Local Structure Plans since 2012, which have identified the potential to create approximately 11,600 lots in the ‘developing suburbs’ along either side of the Kwinana Freeway, as depicted on the table below.

Local Structure Plan	Lot Number/s and Location	Estimated Lot Yield
Anketell North	Anketell North LSP	1,180
Anketell South	Lots 1, 2, 3, & 17 Thomas Road and Portion Lot 13 Treeby Road	420
Mandogalup East	Lots 9002 & 9006 Hoffman Road and Lot 9019 Rowley Road	1,500
Mandogalup West	Lot 682 & 52, Rowley Road.	900
Wandi South	Lots 60 & 61 Kenby Close	56
Wandi North	Lot 313 (651) Anketell Road	1,004
Wellard	Lot 64 (78) Woolcoot Road	188
Wellard	<i>Sunrise Estate</i> - Part Lot 9001 (previously Lot 201) Mortimer Road and Part Lot 379 Millar Road	1,440
Wellard	Lot 661 Bertram Road	198
Wellard	Lot 601 Millar Road, Wellard	265
Wellard	<i>Oakebella Estate</i> - Lots 503-505 507 & 900 Johnson Road Wellard	415
Wellard	Lot 502 Tamblyn Place	65-70
Wellard	Lot 500 & 501 Bertram Road	126
Wellard	Lots 670 & 1338 Bertram Road and Reserve	106
Wellard	Lot 59 Mortimer Road, Wellard	55
Wellard	Lots 90 & 378 Millar Road Wellard	242
Wellard	Lot 900 Tamblyn Road	53
Wellard	Wellard Village	2,205
Wellard	<i>Providence</i> - Lots 167-170, 83, 85, 92, & 1278 Wellard Road, and Lots 1, 10, & 2 Johnson Road in Wellard	770-790
Wellard	<i>Emerald Park</i> - Lots 1, 21, & 500 Mortimer Road and a portion of Lot 9000 Johnson Road, Wellard	425

Dwelling Summary

While dwelling growth in recent years has occurred largely within Wandi and Wellard along the new Urban corridor, the anticipated high residential growth areas over the next two decades include Anketell, Mandogalup and Casuarina. In the case of Casuarina, the local structure planning stage is only in its relative infancy.

	2016	2036	Total Change	Total % change
City of Kwinana	15480	30989	15509	100.19%
Anketell	93	1712	1619	1740.86%
Bertram	2177	2452	275	12.63%
Calista	956	1062	106	11.09%
Casuarina	277	2545	2268	818.77%
Kwinana Town Centre	155	1216	1061	684.52%
Leda	1192	1263	71	5.96%
Mandogalup - Employment Area	71	2479	2408	3391.55%
Medina	1219	1308	89	7.30%
Orelia	2077	2805	728	35.05%
Parmelia	2586	3312	726	28.07%
Wandi	1155	2459	1304	112.90%
Wellard (East)	497	1739	1242	249.90%
Wellard (West)	3025	6637	3612	119.40%

City of Kwinana - Final approval – Lot Creation Data

Peak lot creation within the City of Kwinana occurred between the years of 2013/2014 and 2016/2017. This coincided with the development of residential estates in Wellard (east and west) and Wandi.

This lot creation data was sourced from the Department of Planning, Lands and Heritage on behalf of the Western Australian Planning Commission. It should be noted that 'Non-residential' includes rural residential, special residential, commercial, industrial and other.

**ATTACHMENT A – REPORT OF REVIEW – LOCAL
PLANNING SCHEME 2**

Financial Year	Number of Lots	
	Residential	Non-residential
1999/00	123	7
2000/01	91	5
2001/02	110	51
2002/03	156	28
2003/04	301	31
2004/05	424	16
2005/06	518	13
2006/07	613	42
2007/08	211	25
2008/09	192	17
2009/10	403	25
2010/11	359	9
2011/12	278	18
2012/13	572	25
2013/14	835	34
2014/15	1,414	31
2015/16	685	17
2016/17	631	44
2017/18 - September 2017 quarter	75	10

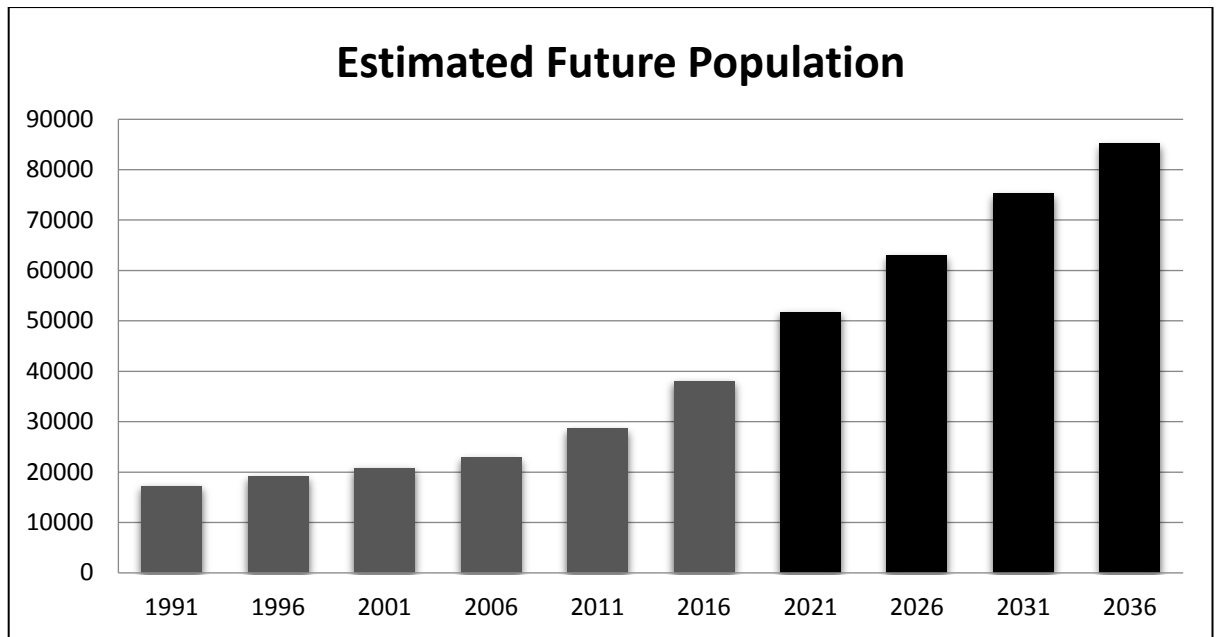
Population Change

The City has seen dramatic increases in population since the gazettal of the LPS2. Of particular note is the growth over the past 5 years, which resulted in over 20% population change.

Year	1991	1996	2001	2006	2011	2016	2021	2026	2031	2036
Population	17,246	19,135	20,764	22,879	28,658	38,053	51,746	62,902	75,270	85,158
Change		1,889	1,629	2,115	5,779	9,395	13,693	11,156	12,368	9,888
% Change		9.87%	7.85%	9.24%	20.17%	24.69%	26.46%	17.74%	16.43%	11.61%

Source: ABS data taken from idForecast, 2017

This rapid growth is expected to continue for the coming years, mostly through the completion of subdivisions through the Kwinana Freeway corridor. Whilst there has been a general downturn in development in Perth over recent years, the ultimate population is still considered to be realistic, however it may take some additional years to meet this predicted growth.



At a suburban level there is some infill development, particularly around the Kwinana Town Centre area.

Population summary

City of Kwinana	Forecast year					Change between 2016 and 2036	
Area	2016	2021	2026	2031	2036	Total change	Avg. annual % change
City of Kwinana	40,305	51,746	62,902	75,270	85,158	+44,853	+3.81
Anketell	261	1,101	2,263	5,786	6,219	+5,958	+17.18
Bertram	6,475	6,483	6,748	6,720	6,620	+145	+0.11
Calista	2,042	2,199	2,267	2,307	2,327	+285	+0.65
Casuarina	1,826	1,455	1,519	4,877	9,117	+7,291	+8.37
Kwinana Town Centre	255	1,515	2,929	3,463	3,530	+3,275	+14.04
Leda	3,373	3,332	3,287	3,403	3,416	+43	+0.06
Mandogalup - Employment Area	161	161	1,181	2,740	7,091	+6,930	+20.84
Medina	2,431	2,508	2,587	2,654	2,716	+285	+0.56
Orelia	4,817	5,036	5,626	6,175	6,640	+1,823	+1.62
Parmelia	6,166	6,877	7,862	8,022	8,106	+1,940	+1.38
Wandi	3,004	4,854	5,676	6,461	6,796	+3,792	+4.17
Wellard (East)	1,400	3,019	4,364	5,002	4,978	+3,578	+6.55
Wellard (West)	8,094	13,207	16,594	17,660	17,602	+9,508	+3.96

Employment areas

The City is home to a number of businesses, centred on industry, industry support and retail.

The major employment area in the City is the Kwinana Industrial Area. Activity Centres occur in the Kwinana Town Centre, Medina, Parmelia, Wellard Village and Bertram, with proposed future centres along Thomas Road in both Anketell and Casuarina, Mortimer Road in Casuarina and the Wandi Anketell District Centre along the northern side of Anketell Road.

Challenges to developing land

One of the major challenges to accommodate population growth in the City is fragmented land ownership. This has made the assembly of land into large parcels difficult. The City has responded to these issues by seeking to implement Urban Cell-specific Local Planning Policies, preparing broad-scale local structure plans and establishing development contribution plans.

Site conditions across the City are also complex. Constraints in this context include numerous Conservation Category Wetlands, High Voltage Powerline Easements, Contaminated Sites and environmentally significant flora and fauna habitats.

CONSULTATION

The City undertook extensive consultation during the preparation of the Strategic Community Plan. There was a clear direction from this consultation that LPS2 needed to be updated to better address some of the environmental concerns that residents raised in respect to new subdivisions. This included concerns regarding the potential reduction of areas of natural bushland.

Whilst some of this work has been addressed through the preparation of policies for new development, the Scheme format is considerably outdated and there is a public expectation that the LPS and Strategy are progressed as a priority.

Opportunities for further engagement will be a part of the delivery of the informing studies to the new Strategy. In addition to this, the City has the feedback from the informal consultation of the former draft Strategy, which is being used to inform the studies underway.

City Officer Comments

Amendments to the Scheme

Amendments to LPS2 have been evolutionary in their nature and have accounted for changes to State Government legislation and policy, and have also accounted for Metropolitan Region Scheme (MRS) amendments directly related to the Urban front. In more recent years, for example, there have been several amendments either introducing or modifying development contribution plans to certain areas of the City.

Challenges to Development

Given the large-scale Greenfields development activity over the last decade or so and the physical geographical context within which Kwinana exists, there have been a number of challenges to development which have required particular consideration in

the assessment of planning and development applications. These include industrial and other land use buffers (including mushroom farm and livestock holding facility), high voltage power line easements, Conservation Category Wetlands, Threatened Ecological Species, major drainage channels and contaminated sites.

These challenges to development, while identified and considered at the Lifting of Urban Deferment stage for example, must then be assessed in further detail and resolutions sought at the Local Structure Planning and subdivision stages. The added complexities of the assessment of planning applications in this context have resulted in increased timeframes for Officer-level review. Notwithstanding, City Officers are now well-versed in the assessment of planning applications in this broad framework.

Development Activity

The age of LPS2 has been no impediment to development activity.

Whilst there are no fundamental issues with the way LPS2 has operated, the structure of the scheme is significantly dated, making the operational relationship with the deemed provisions confusing for planners and community members not readily familiar with the document. It is therefore considered most appropriate to consolidate both LPS2 and LPS3 into a single local planning scheme for the district.

Whilst the provisions of LPS4 will not be fundamentally different, it is envisaged that alternative provisions for infill housing and density will be adopted at the conclusion of the new Strategy.

Recommendation:

That Council, pursuant to Regulation 66(3) of the Planning and Development (Local Planning Schemes) Regulations 2015, recommend to the Western Australian Planning Commission that the preparation of a new local planning scheme for the City of Kwinana be undertaken, and that upon the gazettal of the new planning scheme, that the City of Kwinana Town Planning Scheme No.2 be repealed.

APPENDIX 1

TOWN OF KWINANA LPS 2 - TEXT AMENDMENTS

AMDT NO	GAZETAL DATE	UPDATED		DETAILS
		WHEN	BY	
28	23/09/94	30/11/94	RA	AMENDING SCHEDULE TWO - VARIOUS
9	18/11/95	09/01/95	RA	Inserting in 2 Schedule Lot 52 Braddock Rd, Wellard - Dev Condition No. 4
33	3/3/95	2/12/96	DH	Inserting in Schedule 2 - Lot 14, Cnr Braddock Road and Banksia Road, Wellard.
37	26/6/95	2/12/96	DH	Schedule 1 - adding "Portion of Pt lot 245 Wellard Road, Leda".
38	7/7/95	2/12/96	DH	Schedule 2 - adding Lot 1 Millar Road, Wellard
2	17/3/95	2/12/96	DH	Schedule 2 - adding No. 16, Lots 6 and 651 Anketell Road, Anketell & - replacing Clause 1 with Rural Zone No. 16. - replacing Clause 2, 3 & renumbering acc. - adding new Clause 14 - replacing Clause 13 with new Clause 15 - replacing Clause 14 with new Clause 16
11	8/8/95	2/12/96	DH	Adding new Clause 4.15 - Service Stations Schedule 3 - adding Lot 3 Johnson Road, Casuarina
39	16/2/96	2/12/96	DH	Schedule 2 - adding Peel Estate Lot 303 corner Braddock Road and Banksia Road, Wellard
40	9/2/96	2/12/96	DH	Schedule 2 - adding Lot 2 Banksia Road, Wellard Schedule 2 - Special Rural Zone No. 15 - Modifying Clause 3. Schedule 2 - adding Clause 16 to Special Rural Zone No. 15.
45	31/12/96	13/1/97	DH	Schedule 3 - adding Lo 574 Postans Road, Hope Valley
43	21/2/97	13/3/97	DH	Part 4, Clause 4.3 - adding "Area 22 – Bertram". Part 4 - retitling to 'Part IV - Policies, Zones & Development Areas'. Part 4 - replacing Clauses 4.1 and 4.2. Part 4 - adding new "Clause 4.15 Development Areas". Adding new Schedule IV - Residential Development Areas.
48	21/2/97	13/3/97	DH	Schedule 3 - deleting Lot 1883 Burlington Street, Naval Base, Lot 2 cnr Calista Ave & Sayer Rd, Calista, Lot 13 cnr Meares & Challenger Aves, Kwinana Town Centre.
50	18/4/97	22/4/97	DH	Schedule 2 - modifying Clause 3 of the Development Conditions. Clause 6.10.4 - adding (o) Stock.
47	18/4/97	23/4/97	DH	Appendix 1 - adding listing for Postans Cottage. Clause 3.3 - amending. Appendix 4 Interpretations - amending Aged and/or Dependent Persons Accommodation. Appendix 4 - adding new Interpretation Child Care Centre". Table 1 - adding new use "Child Care Centre". Appendix 4 - amending interpretation "Family Day Care Centre". Appendix 2 - amending Clause 2.1.1. Schedule 1 - amending clause 13. Schedule 1 - amending clause 6. Schedule 1 - replacing numbers 6.8, 6.9 and 6.10 with numbers 6.9, 6.10 & 6.11 respectively. Part 4, Clause 4.3 - adding "Tailing Ponds are not permitted" as new policy statements to Area 1, Area 2, Area 3, Area 10, Area 12 and Area 13. Part 8 - adding new Clause 8.6 - Planning Policies.
35	6/5/97	14/5/97	DH	Schedule 2 - inserting into special Rural Zone No. 15 under Lot Description "Part Lot 147 Jolley Road, Wellard" and inserting "Part Lot 147 Jolley Road, Wellard, Subdivision Guide Map 13 under Development condition 1.
49	18/7/97	30/7/97	DH	Schedule 2 - inserting into Special Rural Zone No. 15 under Lot Description "304 Banksia Road, Wellard" and inserting "Lot 304 Banksia Road, Wellard, Subdivision Guide Map 14 under Development condition 1. Schedule 2 - replacing Development Condition 7 of Special Rural Zone 15.

**ATTACHMENT A – REPORT OF REVIEW – LOCAL
PLANNING SCHEME 2**

AMDT NO	GAZETAL DATE	UPDATED		DETAILS
		WHEN	BY	
44	13/03/98	17/03/98	DH	Schedule 2 - adding into Special Rural zone No. 15 under Lot Description "Lot 322, Woolcoot Road, Wellard" and inserting "Lot 322 Woolcoot Road, Wellard; Subdivision Guide Map 12" under Development Condition 1. Schedule 2 - amending Development Condition 1 & 2 of Special Rural Zone 15.
60	26/05/98	08/06/98	DH	Schedule 2 - replacing existing Subdivision Guide Map amendment No. 39 with a new subdivision guide map with is entitled "Subdivision Guide Map – A".
61	24/07/98	03/07/98	DH	Schedule 3 - amending Lot 3 Johnson road, Casuarina to Lot 66 Johnson road, Casuarina and adding Drive-in Takeaway Food Shop and Eating House as permitted uses.
62	7/04/99	04/05/99	DH	Appendix 4 - adding interpretation "Art & Craft Centre". Schedule 3 - adding "Lots C692 and C694 Moulton Street, Calista".
57	01/06/99	10/05/99	DH	Appendix 4 - modifying interpretation "Showroom". Part 4 - adding provision "AA(1)" at Clause 4.6. Part 4 - adding 'Mixed Business 1' zone to list of zones at Clause 4.4.1. Table 1 - adding 'Mixed Business 1' zone to the head of Table and listing against use classes. Table 1 - adding notation "(1) The land use class comprises only land use activities reflected in Appendix 5 of the Scheme and activities not listed in appendix 5 are deemed to be not permitted in the corresponding zone". Adding a new Division 4 - Mixed Business zone 1 to the Scheme text and renumbering all existing Divisions 4 to 12 (inclusive). Clause 6.5.9 - amending second paragraph 6.5.9 'Upper Floors' by deleting the word "Zone" and replacing it with the words "and Mixed Business 1 Zone". (There was no provision to enable this amendment to be carried out) . Inserting a new Appendix 5 - Mixed Business Zone No. 1 - Land Use Classes and Subset Land Use Activities.
66	19/11/99	22/11/99	DH	Adding new schedule "Sixth Schedule - Additional Uses" after Schedule 5 (<i>note: No schedule 5</i>) and adding land particulars "Lot 339 Hope Valley Road Hope Valley". Part 4 - adding new clause "4.18 Additional Uses" after clause 4.17 (<i>Note no clause 4.17</i>) Appendix 1 - adding interpretation "Aggregate Crushing".
63	14/1/00	20/1/99	DH	Schedule 3 - adding "Lot 379 Sayer Road, Mandogalup" with relevant uses and conditions.
64	19/12/00	18/12/00	DH	Schedule 4 - adding to Residential development Area - No. 1, Casuarina additional clause to read "6. No dwelling or carport roof or outbuilding shall be constructed of highly reflective materials, including but not limited to, unpainted galvanised iron, or light colours such as white or silver. Construction materials should be generally limited to tiles or painted metal sheeting of non-glaring darker colours.
67	19/01/01	18/01/01	DH	Substituting Subdivision Guide Map 3 in Amendment No. 1 with a modified map to be known as Subdivision Guide Map No. 3A.
72	05/02/02	04/02/02	DH	Schedule 2 - modifying Special Rural Zone No. 15 under the column headed "Lot Description" by adding "Peel Estate Lot 13 Braddock Road, Wellard". Schedule 2 - modifying Special Rural Zone No. 15 "Development Condition No. 1" by inserting "Peel Estate Lot 13 Braddock Road, Wellard; subdivision Guide Map No. 16. Part 6 - modifying under Clause 6.11.4 Division 8.

**ATTACHMENT A – REPORT OF REVIEW – LOCAL
PLANNING SCHEME 2**

AMDT NO	GAZETAL DATE	UPDATED		DETAILS
		WHEN	BY	
58	2/5/03	6/5/03	DH	<p>Part 4 - modify subclause 4.3 ' Policy Area 6 - Wellard' by including point (b) and reclassify points (b) to (f) accordingly.</p> <p>Part 4 - adding a new zone "Cluster/Communal Rural Settlement Zone" under subclause 4.4.1.</p> <p>Part 4 - insert new clause "4.12 Cluster/Communal Rural Settlement Zone" and renumber existing clauses 4.12 to 4.15 accordingly.</p> <p>Table 1 - including new zone "Cluster/Communal Rural Settlement" with permissibility column lengthwise "As denoted on Scheme Map, Clause 6.12 and in the Fifth Schedule".</p> <p>Table 2 - including new zone "Cluster/Communal Rural Settlement" with front, side, rear and secondary frontage dimensions to read "As per Fifth Schedule".</p> <p>Part 6 - inserting a new Division 9 - Cluster/Communal Rural Settlement Zone and renumbering the existing divisions and clauses accordingly..</p> <p>Under the new Division 9 "Cluster/Communal Rural Settlement Zone" insert new clause 6.12.</p> <p>Inserting new Schedule, Fifth Schedule - Cluster/Communal Rural Settlement Zone.</p> <p>Appendix 4 - adding new interpretation "Flora Culture" and "Rural Pursuit".</p>
76	29/7/03	31/7/03	DH	<p>Schedule 2 - modifying Special Rural Zone No. 15 by inserting Lot description "Lot 148 Jolley Road, Wellard" into the column headed "Lot Description" and inserting Subdivision Guide Map No. 17 into the column headed "Development Condition No. 1.</p>
79	26/8/03	25/8/03	DH	<p>Schedule 2 – substituting Subdivision Guide Map No. 8 in Amendment No. 38 (referring to Lot 1, Millar Road, Wellard) with a new Subdivision Guide Map to be known as Subdivision Guide Map No. 8A.</p>
75	7/11/03	11/11/03	DH	<p>Schedule 1 – modifying by inserting in Special Residential Zone No. 1, under the column headed Lot Description – "portion of Lots 254 Wellard Road 271 Blacksmith Drive" Subdivision Guide Map No. 2 – modifying and renaming Subdivision Guide Map No. 2 to "Subdivision Guide Map No. 3" and to include the additional special residential area.</p> <p>Schedule 1 – modifying the first Schedule Development Condition 1 to refer to Subdivision Guide Map No. 3.</p>
85	4/5/04	5/5/04	DH	<p>Part 4 – modifying subclause 4.3 Policies to rename Area 19 – Leda to "Leda/Wellard".</p> <p>Fourth Schedule – adding Residential Development Area being "2. Wellard Village" together with related special provisions.</p>
86	17/9/04	21/9/04	DH	<p>Table 1 – Use Class Table – modifying use class "Child Care Centre" to an "AA" use within the Service Commercial Zone.</p>
87	24/12/04	5/1/05	DH	<p>Part 4 – adding new Clauses 4.16 and 4.17. (Note: already existing clause 4.16 and 4.17). Schedule 4 – renaming existing fourth schedule from "Residential Development Areas" to "Development Areas" and renaming in the Fourth Schedule existing "Residential Development Area No. 1 Casuarina" to "Development Area No. 1 Bertram".</p> <p>Schedule 4 – adding at the end of existing Clause 2 of Residential Development Area No. 1 Casuarina renamed in accordance with 2 above the following: "Nothing within Clause 4.16 (Part IV Policies, Zones & Development Areas) will serve to undermine the Approval to Commence Development or conditions imposed therein for the Casuarina Structure Plan, approved by Council." and amending Clause 3 to read "Prior to consideration and adoption of a local structure plan shall be advertised in accordance with Clause 4.16.2.8 of the Scheme".</p> <p>Inserting a Fifth Schedule titled "Development Contribution Plans" and inserting into the new schedule Development Contribution Plan for DCA1 (Bertram/Parmelia (north east)/Orelia (east)</p> <p>Inserting Development Contribution Area No. 1 Plan.</p> <p>Renumbering existing Fifth and Sixth Schedules to the Sixth and Seventh Schedules respectively.</p>

**ATTACHMENT A – REPORT OF REVIEW – LOCAL
PLANNING SCHEME 2**

AMDT NO	GAZETAL DATE	UPDATED		DETAILS
		WHEN	BY	
88	19/4/05	21/4/05	DH	<p>Part 4 – modifying subclause 4.3 Policies by adding to Area 15 – Kwinana Industrial Strip “(f) Where an approved Outline Development Plan (ODP) exists for a site, industrial developments shall be undertaken in accordance with the approved ODP.”</p> <p>Part 6 – inserting “6.8.1 Outline Development Plans” and “6.8.2 Minor Works not Requiring Planning Approval” and clause 6.8.3 under Division 5 – Kwinana Industrial Strip.</p> <p>Part 6 – renumbering existing clauses 6.8.1 to 6.8.10 accordingly.</p> <p>Part 6 – adding clause “6.8.12 Private Utility”.</p> <p>Appendix 4 – adding new interpretation “Private Utility” and “Telecommunications Infrastructure”.</p> <p>Table 1 – adding Private Utility and Telecommunications Infrastructure to Table 1.</p>
78	19/4/05	27/4/05	DH	<p>Schedule 2 – amending by deleting all existing provisions for Locations described as: Peel Estate Lots 688, 690, 691 Mandogalup (Special Rural Zone No 2), Peel Estate Lots 693, 100, 104 Hope Valley Road, Mandogalup Peel Estate Lot 685 Certificate Title 237 Fol. 100A (Special Rural Zone No 9), and substituting: LOCATION LOT DESCRIPTION Peel Estate Lots 688, 690, 691 Mandogalup Peel Estate Lots 693, 100, 104 Hope Valley Road, Mandogalup Peel Estate Lot 685 Certificate of Title 237 Fol. 100A (To be known as Special Rural Zone No 2 – Wandj) PERMITTED AND AA USES P Dwelling House AA Aged and Dependent Persons Accommodation Equestrian Use Home Occupation Public Utility Public Recreation Stables X All other uses are not permitted.</p> <p>ADDING RELEVANT DEVELOPMENT CONDITIONS.</p>
84	31/3/06	12/3/06	DH	<p>Schedule 2 (Special Rural Zones) – inserting in Special Rural Zone No. 15 under the column headed “Lot Description” – Lot 153 Woolcoot road, Wellard.</p> <p>Schedule 2 (Special Rural Zones) – inserting into Development Condition No. 1 of Special Rural Zone No. 15 “Lot 153 Woolcoot Road, Wellard”, “Subdivision Guide Map No. 18”.</p> <p>Establishing a Subdivision Guide Map for 18 for Special Rural Zone No. 15.</p>
80	2/6/06	12/6/06	DH	<p>Part 4 – modifying clause 4.4.1.</p> <p>Inserting a new Division 8 titled “Rural Water Resource Zone: to read as below and renumbering existing Divisions 8 – 14 and associated Clauses 6.11 to 6.17.3 thereafter.</p> <p>“6.10. The Council’s primary intention in controlling the use and development of land within the Rural Water Resource Zone is to protect and preserve the underground water resource in accordance with the provisions of Statement of Planning Policy No. 2.3 – Jandakot Groundwater Protection Policy published in the Government Gazette 12th June 1998 (as amended from time to time), while facilitating rural land use and development compatible with this primary intention.”</p> <p><i>Note: Clause 6.10 already exists – this anomaly was corrected by making this Clause 6.11.</i></p> <p><i>Subsequent clauses needed then to be renumbered to Clause 6.23.3.</i></p>

**ATTACHMENT A – REPORT OF REVIEW – LOCAL
PLANNING SCHEME 2**

AMDT NO	GAZETAL DATE	UPDATED		DETAILS
		WHEN	BY	
80 (Cont'd)	2/6/06	12/6/06	DH	<p>Table 1 – inserting new column with the heading "Rural Water Resource Zone" with relevant annotation.</p> <p>Table 2 – inserting new row for Rural Water Resource.</p> <p>Part 4 – adding an additional section at the end of Clause 4.7 to read "In the case of the Rural Water Resource Zone such uses shall be deemed not permitted."</p> <p>Part 4 – adding new Clause 4.11 titled "Rural Water Resource Zone" and renumbering subsequent clauses thereafter.</p> <p>Schedule 3 – deleting existing listing of Lot 107 Thomas Road Casuarina of the Scheme (Special Uses) and including Lot 107 Thomas Road in Schedule 7 (additional uses) as additional use A2.</p>
80	2/6/06	12/6/06	DH	<p>Appendix 4 – adding interpretations "Industry – Cottage", "Bed and Breakfast", "Community Hall", "Clubs Sporting and Recreation", "Farm Stay Accommodation Rural Chalets", "Home Business".</p> <p>Schedule 2 – deleting Clause (c) of the column headed "Permitted and AA Uses" of Special Rural Zone No. 14.</p> <p>Schedule 2 – in Special Rural Zone No. 14 replacing existing Clause 2.</p> <p>Schedule 2 – deleting the use class "Private Recreation" as a permissible use under the column headed "Permitted and AA Uses" in Special Rural Zones No.'s 2 and 5.</p> <p><i>Note: No use class "Private Recreation" appeared in SR 2.</i></p> <p>Schedule 2 – adding new provision under column headed "Permitted and AA Uses" of Special Rural Zones No 2, 5, 11, 12, 13 and portions of SR No. 16 for the area which corresponds with the Rural-Water Protection Zone of the Metropolitan Region Scheme as follows:</p> <p>"Within the area which corresponds with the Rural – Water Protection Zone of the Metropolitan Region Scheme, uses incidental to the residential use of the land including recreation facilities for the private use of the occupier may be supported subject to the advice of the Department of Environment Water and Catchment Protection."</p> <p>Schedule 2 – adding in column headed "Permitted and AA Uses" in the development conditions of Special Rural Zone No. 16, under the use permissibility "AA" a new provision "Private Recreation – only in areas not within the Rural-Water Protection Zone of the Metropolitan Region Scheme".</p> <p>Part 3 – adding at the end of Clause 3.4 the words "In the case of land within the Rural Water Protection Zone of the Metropolitan Region Scheme, Council shall have regard to the provisions of Statement of Planning Policy No. 2.3 – Jandakot Groundwater Protection Policy."</p> <p>Part 4 – adding under Clause 4.3 an additional Policy provision to each of Policy Area 1 – Wandi, Area 2 – Mortimer Road, and Area 3 – Thomas Road and numbered sequentially, the words "Land use and development shall be consistent with the objectives of "Statement of Planning Policy No. 2.3 – Jandakot Groundwater Protection".</p> <p>Schedule 2 – changing use permissibility of Stables from "P" (permitted) to "AA" (discretionary approval) under the column headed "Permitted and AA Uses" for Special Rural Zone No.s 2, 5, 11, 12, and 13 and adding the use "Stables" as an "AA" discretionary use to Special Rural Zone 16.</p> <p>Modifying the Table of Contents of Scheme to reflect renumbering as appropriate arising from modifications.</p>
91	22/6/07	4/7/07	DH	<p>Schedule 5 - modify Developer Contribution Area No. 1 to include new contribution item 1.3.</p> <p>Schedule 5 - modify DCA1 area by inserting new Contributions Methodology item 2.3 and renumbering existing items 2.3 and 2.4 (including sub-items).</p> <p>Schedule 5 - modifying cost methodology item 2.2 of Development contribution Area No. 1.</p>
92	24/8/07	4/9/07	DH	<p>Schedule 3 - deleting Lots 554 & 555 Gilmore Avenue, Media from the Special uses Table.</p> <p>Schedule 4 - modifying by adding Development Area No. 3 "Lot 555 Gilmore Avenue, Medina" together with relevant provisions.</p>

**ATTACHMENT A – REPORT OF REVIEW – LOCAL
PLANNING SCHEME 2**

AMDT NO	GAZETAL DATE	UPDATED		DETAILS
		WHEN	BY	
98	15/1/08	22/1/08	DH	Adding modified Subdivision Guide Plan into text. Schedule 2 - amending Special Rural Zone No. 2 by renaming Subdivision Guide Plan No. 2 for Special Rural Zone No. 2 dated July 2003 to "Subdivision Guide Plan No. 2 dated October 2006". Part 6 - modify Division 9 - Special Rural Zone, by deleting the words "to a 2.5 metre wide road sub-base or gravel standard" from Clause 6.12.4(e) and replacing them with "and maintained thereafter, to the Council's specification and satisfaction". Schedule 2 - modifying Development Condition of Special Rural Zone No. 2 by adding new clause "20." and renumbering subsequent clauses accordingly.
96	22/1/08	5/2/08	DH	Part 4 - delete (including all associated provisions) Clause 4.18 Development Areas, Clause 4.20 Special Control Areas and Clause 4.21.3 Development contribution Areas and replace with Clause "4.18 Special Control Areas". Part 4 - inserting new Development Zone under Clause 4.4.1. Table 1 - inserting new Development Zone "15. Development" and use classes after Cluster/Communal Rural Settlement Zone. Part 6 - deleting Clause 6.15 Division 12 - Area of Landscape Protection and replacing with "5.16 Division 12 - Development Zone". Part 6 - deleting Clause 6.16 Division 13 - The Peel-Harvey Coastal Catchment and replace with "6.16 division 13 - Special Control Areas". Part 6 - inserting a new Clause "6.17 Division 14 - Structure Plans" into the Scheme. Part 6 - renumbering (including all associated provisions) the existing Clause 6.17 and 6.18 to 6.18 and 6.19 respectively. Schedule 4 - deleting Special Provisions 2-5 of Development Areas 1 - Bertram and 2 - Wellard Village and renumbering existing provisions accordingly.
89	22/1/08	12/2/08	DH	Part 4 - including Part Lot 100 and Lots 60-61 Abercrombie Road, Lots 3-5 Hope Valley Road and Part Lot 113 Anketell road, Hope Valley in Scheme Policy Area 11 - Postans East.
94	9/12/08	12/1/09	DH	Schedule 2 - inserting within Special Rural Zone No. 15 "Lot 20 Mortimer Road, Casuarina", modifying development condition No. 1 and adding development condition No. 17.
106	15/5/09	26/5/09	DH	Subdivision Guide Plan - renaming Subdivision Guide Plan No. 2 for Special Rural Zone No. 2 dated October 2006" to "Subdivision Guide Plan No. 2 dated June 2008 for Special Rural Zone No. 2" and modifying the Development Conditions of Special Rural Zone No. 2 under the Schedule 2 to reflect this.
93	23/6/09	30/6/09	DH	Schedule 4 - adding special provisions 3 & 4 to Development Area No. 1.
103	25/9/09	5/10/09	DH	Schedule 4 - adding Development Area No. 4 "Lot 257 Wellard Road, Calista" together with relevant provisions.
136	16/03/12	20/03/12	NM	Renamed "Subdivision Guide Plan No. 2 (Special Rural Zone No. 2) dated June 2008" to "Subdivision Guide Plan No. 2 (Special Rural Zone No. 2) dated November 2010" within Special Rural Zone No. 2 within Schedule 2 – Special Rural Zones. Included an additional provisions within Special Rural Zone No. 2 within Schedule 2 – Special Rural Zones.
115	19/06/12	16/07/12	NM	Inserted Development Contribution Areas (DCA) 8, DCA 9, DCA 10, DCA 11, DCA 12, DCA 13, DCA 14 and DCA 15 into Schedule V – Development Contribution Plans. Replaced Clause 6.16.5 – Development Contribution Areas. Inserted Schedule VIII – Static Feasibility Model.

**ATTACHMENT A – REPORT OF REVIEW – LOCAL
PLANNING SCHEME 2**



AMDT NO	GAZETAL DATE	UPDATED		DETAILS
		WHEN	BY	
135	23/05/14	26/02/14	MLD	<p>Retaining a portion of Lot 2 Orelia Avenue, Orelia that accommodates the mixed use commercial and residential development approved by the City of Kwinana on 23 January 2013 in the Commercial zone, and rezoning the balance of the lot from Commercial to Residential with an R40/50 density code.</p> <p>Rezoning Lots 1 and 3 Orelia Avenue, Orelia from Commercial to Residential with an R40/50 density code.</p> <p>Insert new clause into "Division 1 - Residential Zone" in "Part VI - Development Requirements" of the Scheme:</p>
140	03/07/15	07/07/15	NG	<p>Zone Lot 303 Wellard Road and portion of unmade 'Wellard Road' Road Reserve from 'No Zone' to 'Kwinana Town Centre' Zone.</p> <p>Rezone Portion Lot 9036 Wellard Road from 'Residential' to 'Kwinana Town Centre' Zone.</p> <p>Modify the boundary of Development Area No.2 to coincide with the existing Wellard Road alignment.</p> <p>Modify the boundary of Development Contribution Areas 14 and 15 to coincide with the existing Wellard Road alignment.</p> <p>Replace Column 2 'Kwinana Town Centre Use Classes' under Table 1.</p> <p>Replace the 'Minimum Setback from Boundaries' requirements for the Kwinana Town Centre Zone under Table II.</p> <p>Under Section 4.3 Policies, modify point five.</p> <p>Delete Clause 6.4.3 of the Scheme and renumber Clause 6.4.4 accordingly.</p> <p>Modify Clause 6.4.4 .</p> <p>Delete Paragraph One under Part 6.5 Division 2- Kwinana Town Centre and insert a new Paragraph One.</p> <p>Modify Clause 6.5.1 "Plot Ratio".</p> <p>Delete Clause 6.5.3 "Residential Design Codes" and renumber 6.5.4 and 6.5.7 accordingly.</p> <p>Modify Clause 6.17.2.1.</p> <p>Modify Clause 6.17.3.3.</p> <p>Modify Clause 6.17.3.4.</p> <p>Modify Clause 6.17.3.5.</p> <p>Modify Clause 6.17.7.3 (b).</p> <p>Replace 'Town Centre' with 'Kwinana Town Centre' in Table II- Minimum Setbacks from Boundaries.</p> <p>Insert a new Sub-Clause 6.5.8 'Structure Plan'.</p> <p>Modify the Scheme Map.</p>
141	05/06/15	19/09/16	MLD	<p>Modifying the Subdivision Guide Plan No. 2 to allow for the subdivision of Lot 25 Robinson Road, Wandj; and</p> <p>Renaming the "Subdivision Guide Plan No. 2 (Special Rural Zone No. 2) dated November 2010" to "Subdivision Guide Plan No. 2 (Special Rural Zone No. 2) dated March 2014" and modifying the Development Conditions of Special Rural Zone No. 2 under the Second Schedule of the Scheme to reflect this.</p>
149	02/09/16	20/09/16	MLD	<p>Modifying the Scheme Maps by deleting the Special Use zone over Lot 116 Rockingham Road, Naval Base.</p> <p>Modifying the Scheme text by deleting the Special Use provisions for Lot 116 Rockingham Road, Naval Base within Schedule 3 - Special Uses.</p> <p>Modifying the Scheme Maps by introducing the General Industry zone over Lot 116 Rockingham Road, Naval Base.</p>

**ATTACHMENT A – REPORT OF REVIEW – LOCAL
PLANNING SCHEME 2**

147	15/9/17	20/9/17	MLD	<p>Modifying the Subdivision Guide Plan No. 2 in accordance with the proposed new lot configuration for Lot 9 (No. 81) Robinson Road, Wandí.</p> <p>Within the Second Schedule of the Scheme, rename 'Subdivision Guide Plan No. 2 for Special Rural Zone No. 2 dated March 2014' to 'Subdivision Guide Plan No. 2 for Special Rural Zone No. 2 dated December 2016' for Special Rural Zone No. 2 and modifying the Development Conditions of Special Rural Zone No. 2 under the Second Schedule of TPS2 to reflect this.</p>
151	15/09/17	18/09/17	GM	<p>Appendix IV – Interpretations – included definition for Commercial Vehicle and deleted definition for Transport Depot.</p> <p>Inserted new Clause 6.20 – Parking of Commercial Vehicles.</p> <p>Inserted new Schedule IX – Parking of Commercial Vehicles.</p> <p>Deleted Clause 6.4.5 – Commercial Vehicles.</p> <p>Deleted development conditions 14 under Schedule 1 – Special Residential Zones.</p>
100A	03/10/17	12/10/17	GM	<p>Schedule 5 – Development Contribution Plans - introduced new Development Contribution Areas 2 to 7 inclusive.</p> <p>Modified the Scheme Map by introducing the Development Contribution Areas 2 to 7 inclusive.</p> <p>Modified clause 6.16.5.13.2 to insert new paragraph (a).</p>
127	09/02/18	13/02/18	MLD	<p>Rezone Portion of Lots 1581, 300, Unallocated Crown Land, 9266, portion Unmade Road Reserve and Lot 1362 (Reserve 41661) corner Challenger Avenue and Bertram Road, Bertram from Rural A and No Zone to Residential R30.</p> <p>Modifying the Scheme Maps accordingly.</p>
146	09/02/18	13/02/18	MLD	<p>Modifying the Subdivision Guide Plan No. 2 in accordance with the proposed new lot configuration for Lot 21(No. 160) Robinson Road, Wandí</p> <p>Within the Second Schedule of the Scheme, rename 'Subdivision Guide Plan No. 2 for Special Rural Zone No. 2 dated March 2014' to 'Subdivision Guide Plan No. 2 for Special Rural Zone No. 2 dated December 2016' for Special Rural Zone No. 2 and modifying the Development Conditions of Special Rural Zone No. 2 under the Second Schedule of TPS2</p>
154	09/02/18	13/02/18	MLD	<p>Transferring the portion of Lot 501 Varris Way, Orelia reserved for Parks, Recreation and Drainage to the Residential zone.</p> <p>Applying an R40 density coding to Lot 501 Varris Way, Orelia; and</p> <p>Updating the scheme maps accordingly.</p>

REVIEW OF CITY OF KWINANA LOCAL PLANNING SCHEME NO.3

INTRODUCTION

The *Planning and Development Act 2005* requires local governments to prepare a Local Planning Scheme (Scheme). Regulation 65 of the *Planning and Development (Local Planning Scheme) Regulations 2015* (Regulations) outlines the requirements for the review of a Scheme.

A review of a Scheme is to be in the form of a report submitted to the Western Australian Planning Commission (WAPC) and is to consider whether the Scheme is up to date and make a recommendation on how to proceed with the review.

The City has completed a review of Local Planning Scheme No.3 (LPS3) and submits this report to the WAPC for its consideration.

BACKGROUND

The City of Kwinana (the City) covers an area of 120km² and has a population of just over 40,000 people. The City is located in the south west corridor of the Perth metropolitan area and is approximately 38km south of the Perth CBD.

The City is bounded by the City of Cockburn to the north, the Shire of Serpentine-Jarrahdale to the east, the City of Rockingham to the south and the Indian Ocean to the west.

The City includes the suburbs of Anketell, Bertram, Calista, Casuarina, Hope Valley, Kwinana Beach, Kwinana Town Centre, Leda, Mandogalup, Medina, Naval Base, Orelia, Parmelia, Postans, The Spectacles, Wandi and Wellard. At the time of the last census (2016), it was the second fastest growing local government area in Western Australia.

The region was originally identified for strategic industrial land, with the first major residential subdivisions commencing in the 1950s to serve the workforce of the BP Refinery. The City's first major period of growth was linked very strongly to the expansion of the industrial area and the need for a local workforce.

In 2000, the State Government enacted the Hope Valley-Wattleup Redevelopment Act, which allowed for the planning and delivery of Latitude 32, comprising a major industrial development extending into neighbouring Cockburn.

In addition to industrial uses, the City is home to the outer harbour, which supports the operations of the Fremantle Port with the movement of chemicals, fuel and bulk grain among other things.

In 2007, the Perth to Mandurah Train line opened, with two stations serving the area. This, combined with the urban sprawl of the expanded freeway network, led to a new surge in population growth of approximately 20% that continues to this day. This growth appears to be based on access to transport networks and availability of affordable land rather than as a result of industrial expansion, and reflects the proactive marketing and planning of the City.

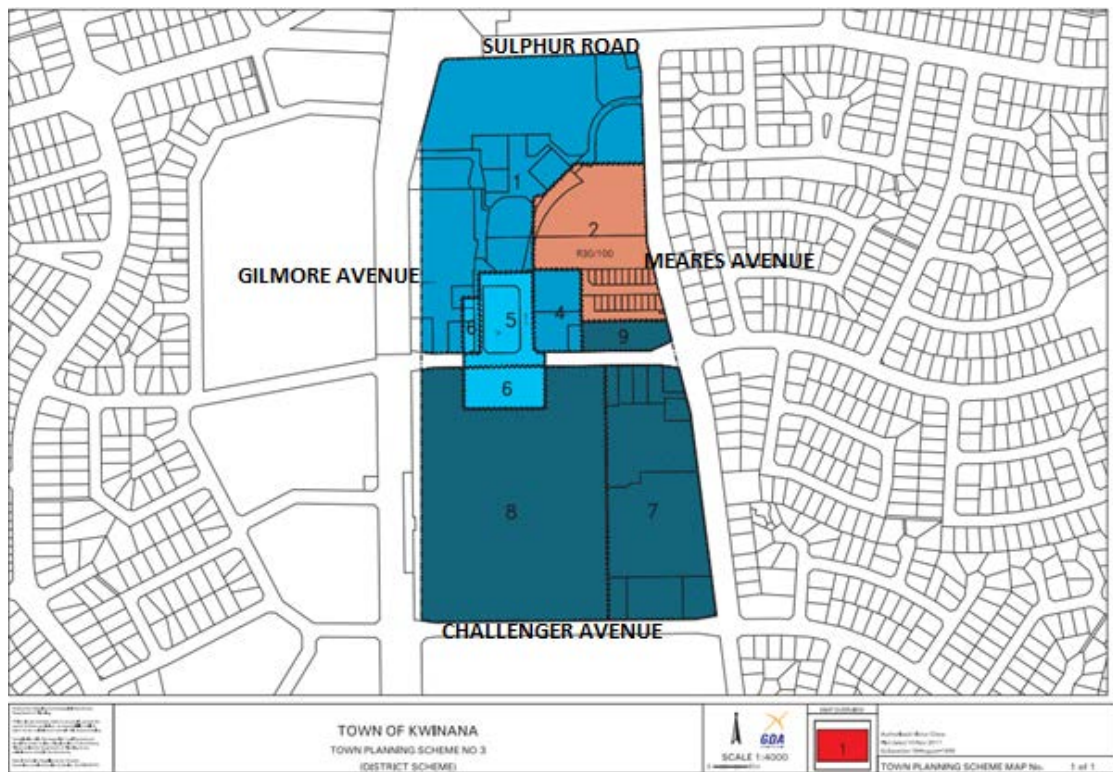
The result of this urban development has been the decline of market gardening that was once prevalent in the eastern area of the City. The market gardens have made way for suburban expansion.

The City expects the residential growth to continue for the coming decades, with a projection of 85,000 residents by 2036. Demand for additional housing and industrial land is likely to be further driven by the potential development of Westport, which if realised, will see major expansion of the outer harbour to become the primary port destination for Western Australia.

The City has implemented numerous planning scheme amendments and structure plans to support population growth in the region. In addition to this, the City has prepared Development Contribution Plans to allow for the development of otherwise fragmented land in the context of community and civil infrastructure provision.

SCHEME HISTORY

LPS3 was gazetted in 1998 and applies only to the Kwinana Town Centre, as identified on the plan below:



All of the provisions of LPS2 apply to the LPS3 area, except that where there is inconsistency between the specific provisions of LPS2 and LPS3, then LPS3 shall prevail.

Land use and development within LPS3 is required to have consideration to the Town Centre Strategy Plan (*Kwinana Town Centre Master Plan and Design Guidelines*) adopted by Council in 2009.

LOCAL PLANNING STRATEGY

The City has no current local planning strategy. A draft strategy was prepared in 2005 and was informally advertised. This was not further progressed as it did not resolve suitable solutions to issues such as urban infill or the future planning of the industrial areas.

The City prepared a further draft Strategy in 2014, with the City of Kwinana Council subsequently resolving to adopt the draft Strategy for the purposes of consultative advertising at its Ordinary Council Meeting of 10 December 2014. Advertising of the draft Strategy occurred for a period of 60 days from 7 April 2015 until 8 June 2015. The draft Strategy however had been prepared during the local government reform process to ensure that the land use vision of the City was captured should an amalgamation occur. However all of the informing strategies to the LPS had not been prepared.

The City is currently working on the preparation of a new Strategy. This is to have a number of informing strategies, being the Housing and Settlement Study, Economic Development and Employment Strategy, Biodiversity Strategy, Integrated Transport and Land Use Study, and Community Infrastructure Plan. These are in the process of being prepared within the 2017/2018 and 2018/2019 financial years.

Following completion of the informing studies, the Local Planning Strategy will be prepared.

STRATEGIC CONTEXT

Scheme Amendments

Since 1998, 3 amendments to LPS3 have been gazetted. A list of all amendments that have been gazetted since 1998 is outlined in Appendix 1 of this report.

Town Centre Masterplan and Guidelines

The Town Centre Masterplan and Guidelines, as per the provisions of LPS3, are currently under review by the City in order to reflect recent development approvals and current planning practice. The draft Masterplan sets out a vision for a vibrant, mixed use centre and provides for a diverse range of uses developed along a network of key pedestrian scale streets through the City Centre. Once a final draft and subsequent review of this has been undertaken, the next step in the process is for Council to adopt the revised Masterplan for the purposes of public advertising.

CONSOLIDATION OF LPS2 UNDER PART 5 OF THE PLANNING AND DEVELOPMENT ACT 2005

There has never been a formal consolidation of LPS3 under Part 5 of the Planning and Development Act 2005, largely due to its small geographical area and negligible need for consolidation as a result.

DEVELOPMENT ACTIVITY IN THE LOCAL GOVERNMENT AREA

Infill Development

There has been significant infill development in the north-eastern section of the Kwinana Town Centre, corresponding with the R30/R100 area depicted on the LPS3 Map and referred to in the LPS3 text as the 'Town Centre Residential Precinct'. This aligns with the number of dwellings shown on the 'Dwelling Summary' table below.

Dwelling Summary

While dwelling growth in recent years has occurred largely within Wandi and Wellard along the new Urban corridor, the anticipated high residential growth areas over the next two decades include Anketell, Mandogalup and Casuarina. In the case of Casuarina, the local structure planning stage is only in its relative infancy.

	2016	2036	Total Change	Total % change
City of Kwinana	15480	30989	15509	100.19%
Kwinana Town Centre	155	1216	1061	684.52%

Population summary

City of Kwinana	Forecast year					Change between 2016 and 2036	
Area	2016	2021	2026	2031	2036	Total change	Avg. annual % change
City of Kwinana	40,305	51,746	62,902	75,270	85,158	+44,853	+3.81
Kwinana Town Centre	255	1,515	2,929	3,463	3,530	+3,275	+14.04

Employment areas

The Town Centre is the primary retail and commercial hub of the City and is home to a number of businesses, community service providers and shopping/retail facilities, including the Kwinana Marketplace. Community service providers are largely located within the northern half of the Town Centre area (north of Chisham Avenue), with shopping and retail facilities largely located south of Chisham Avenue.

Challenges to developing land

Some of the challenges to development within the Town Centre have been topography, lack of visual surveillance along primary pedestrian corridors, a dominance of cars within and immediately surrounding the Town Centre and achieving a desirable land use mix that promotes activity after hours.

CONSULTATION

The City undertook extensive consultation during the preparation of the Strategic Community Plan. There was a clear direction from this consultation and a recognition by City Officers alike that LPS3, in its broader relationship to LPS2, needs to be updated. This is best exemplified through a number of resultant strategies identified as part of the Strategic Community Plan, which call for a regular review of the LPS in order to ensure:

- sustainable development outcomes;
- appropriate interfaces to residential zones (including built form outcomes); and
- appropriate development densities are achieved to accommodate projected population growth.

Whilst some of this work has been addressed through the preparation of policies for new development, the format of LPS3 and the accompanying Town Centre Master Plan and Design Guidelines are considered to be outdated and there is a public expectation that the new Local Planning Scheme and Strategy are progressed as a priority.

Opportunities for further engagement will be a part of the delivery of the informing studies to the new Local Planning Strategy. In addition to this, the City has the feedback from the informal consultation of the former draft Local Planning Strategy, which is being used to inform the studies underway.

City Officer Comments

Amendments to the Scheme

Amendments to LPS3 specifically relate to Precinct Use and Development Requirements and have included:

- deleting reference to 'Hotel/Motel Precinct' and associated land uses policies for this precinct;
- including a 'Mixed Use Precinct';
- notations for Grouped Dwelling and Multiple Dwelling; and
- a revised Town Centre Residential Zone clause.

These amendments were introduced over several years as the Town Centre was undergoing a renewal and redevelopment process.

Development Activity

The age of LPS3 has been no impediment to development activity.

Whilst there are no fundamental issues with the way LPS3 has operated, the Town Centre Master Plan and associated Design Guidelines require review and subsequent approval by Council to reflect recent development approvals and current planning practice in the short term. While significant work has been undertaken in the preparation of these documents (which may recommend updates to LPS2 and LPS3), it is considered most appropriate to consolidate both LPS2 and LPS3 into a single local planning scheme for the district.

Recommendation:

That Council, pursuant to Regulation 66(3) of the Planning and Development (Local Planning Schemes) Regulations 2015, recommend to the Western Australian Planning Commission that the preparation of a new local planning scheme for the City of Kwinana be undertaken, and that upon the gazettal of the new planning scheme, the City of Kwinana Town Planning Scheme No.3 be repealed.

ATTACHMENT B – REPORT OF REVIEW – LOCAL PLANNING SCHEME 3

APPENDIX 1

TOWN OF KWINANA TPS 3 - TEXT AMENDMENTS

[illegible]

16 Reports – Civic Leadership

16.1 Monthly Financial Report – February 2018

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

The Monthly Financial Report, which includes the Monthly Statement of Financial Activity and explanation of material variances, for the period ended 28 February 2018 has been prepared for Council acceptance.

OFFICER RECOMMENDATION:

That Council accepts:

1. The Monthly Statements of Financial Activity for the period ended 28 February 2018, contained within Attachment A; and
2. The explanations for material variances for the period ended 28 February 2018, contained within Attachment A.

DISCUSSION:

The purpose of this report is to provide a monthly financial report, which includes rating, investment, reserve, debtor, and general financial information to Elected Members in accordance with Section 6.4 of the *Local Government Act 1995*.

The period of review is February 2018. The municipal surplus for this period is \$21,419,576 compared to a budget position of \$12,612,464. This is considered a satisfactory result for the City as the City is maintaining a healthy budget surplus position.

Income for the February 2018 period, year to date is \$57,429,850. This is made up of \$53,205,209 in operating revenues and \$4,224,641 in non-operating grants, contributions and subsidies received. The budget estimated \$59,705,399 would be received for the same period. The variance to budget is (\$2,275,549). Details of all significant variances are provided in the notes to the Monthly Financial Report contained within Attachment A.

Expenditure for the February 2018 period year to date is \$48,399,857. This is made up of \$44,323,562 in operating expenditure, and \$4,076,295 in capital expenditure. The budget estimated \$56,396,530 would be spent for the same period. The variance to budget is \$7,996,673. Details of all significant variances are provided in the notes to the Monthly Financial Report contained within Attachment A.

Note, that the current annual budget does not reflect the Annual Budget review adjustments that Council adopted at the Ordinary Council Meeting on 28 March 2018. These changes will be reflected from the March Monthly Financial Report.

16.1 MONTHLY FINANCIAL REPORT – FEBRUARY 2018**LEGAL/POLICY IMPLICATIONS:**

Section 6.4 of the *Local Government Act 1995* requires a local government to prepare an annual financial statement for the preceding year and other financial reports as are prescribed.

Regulation 34 (1) of the *Local Government (Financial Management) Regulations 1996* as amended requires the local government to prepare monthly financial statements and report on actual performance against what was set out in the annual budget.

FINANCIAL/BUDGET IMPLICATIONS:

There are no financial implications relating to the preparation of the report. Any material variances that have an impact on the outcome of the budgeted closing surplus position are detailed in the Monthly Financial Report contained within Attachment A.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications associated with this report.

ENVIRONMENTAL IMPLICATIONS:

There are no environment implications associated with this report.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following objectives and strategies detailed in the Corporate Business Plan.

Plan	Objective
Corporate Business Plan	5.4 Ensure the financial sustainability of the City of Kwinana into the future

COMMUNITY ENGAGEMENT:

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

RISK IMPLICATIONS:

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

Risk Event	Inadequate management of the City's provisions, revenues and expenditures.
Risk Theme	Failure to fulfil statutory regulations or compliance Providing inaccurate advice/information

16.1 MONTHLY FINANCIAL REPORT – FEBRUARY 2018

Risk Effect/Impact	Financial Reputation Compliance
Risk Assessment Context	Operational
Consequence	Minor
Likelihood	Unlikely
Rating (before treatment)	Low
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	Annual adoption of variance tolerances for reporting purposes.
Rating (after treatment)	Low

COUNCIL DECISION

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MOVED CR M ROWSE**SECONDED CR W COOPER****That Council accepts:**

- 1. The Monthly Statements of Financial Activity for the period ended 28 February 2018, contained within Attachment A; and**
- 2. The explanations for material variances for the period ended 28 February 2018, contained within Attachment A.**

CARRIED
6/0

A photograph of a park landscape. In the foreground, a small stream flows over a bed of large, dark, mossy rocks. The stream is surrounded by a dense forest of tall, slender trees with green foliage. The ground is covered in fallen leaves and mulch. In the background, a paved path curves through the trees, and a grassy area is visible on the right. The sun is shining through the trees, creating a bright spot in the upper center of the image.

Monthly Financial Report

CITY OF KWINANA
MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the Period Ended 28 February 2018

LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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CITY OF KWINANA
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 28 February 2018

	Note	Adopted Annual Budget	Current Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
		\$	\$	\$	\$	\$	%
Opening Funding Surplus(Deficit)	2	1,534,059	3,357,702	3,357,702	3,194,697	(163,005)	(5%)
Revenue from operating activities							
Governance		34,112	34,112	32,548	358,714	326,166	1002%
General Purpose Funding - Rates	8	35,239,983	35,239,983	35,039,983	34,960,133	(79,850)	(0%)
General Purpose Funding - Other		4,120,048	4,120,048	3,132,304	2,757,088	(375,216)	(12%)
Law, Order and Public Safety		428,938	428,938	246,970	274,137	27,167	11%
Health		232,333	232,333	86,358	66,284	(20,074)	(23%)
Education and Welfare		7,077,857	7,077,857	4,701,561	5,290,545	588,984	13%
Community Amenities		14,725,868	7,099,585	6,704,227	6,344,494	(359,733)	(5%)
Recreation and Culture		3,182,645	3,190,645	2,181,041	2,001,849	(179,192)	(8%)
Transport		246,593	246,593	234,680	182,288	(52,392)	(22%)
Economic Services		1,656,713	1,656,713	1,096,628	846,695	(249,933)	(23%)
Other Property and Services		278,524	278,524	169,650	122,981	(46,669)	(28%)
		67,223,614	59,605,331	53,625,950	53,205,209	(420,741)	(1%)
Expenditure from operating activities							
Governance		(5,740,233)	(5,789,233)	(4,140,518)	(3,261,610)	878,908	21%
General Purpose Funding		(1,507,199)	(1,507,199)	(1,045,702)	(787,227)	258,475	25%
Law, Order and Public Safety		(3,285,871)	(3,374,971)	(2,300,590)	(1,983,785)	316,805	14%
Health		(1,306,423)	(1,306,424)	(888,438)	(760,145)	128,293	14%
Education and Welfare		(9,804,161)	(9,902,773)	(6,693,361)	(7,385,044)	(691,683)	(10%)
Community Amenities		(11,083,382)	(11,112,432)	(7,422,073)	(5,765,394)	1,656,679	22%
Recreation and Culture		(20,013,094)	(20,092,094)	(13,611,598)	(12,015,566)	1,596,032	12%
Transport		(14,313,868)	(14,313,868)	(9,403,899)	(8,764,284)	639,615	7%
Economic Services		(2,202,270)	(2,202,269)	(1,493,117)	(1,189,801)	303,316	20%
Other Property and Services		(4,174,570)	(4,147,323)	(2,864,119)	(2,410,705)	453,414	16%
		(73,431,071)	(73,748,586)	(49,863,415)	(44,323,562)	5,539,853	11%
Operating activities excluded from budget							
Add back Depreciation		13,268,106	13,268,106	8,845,440	9,076,279	230,839	3%
Adjust (Profit)/Loss on Asset Disposal	7	139,399	139,399	139,399	142,011	2,612	2%
Adjust Provisions and Accruals		0	0	0	0	0	0%
Amount attributable to operating activities		7,200,048	(735,750)	12,747,374	18,099,937	5,352,563	42%
Investing Activities							
Non-operating Grants, Subsidies and Contributions		1,707,484	9,635,091	6,079,449	4,224,641	(1,854,808)	(31%)
Proceeds from Disposal of Assets	7	659,000	659,000	659,000	491,795	(167,205)	(25%)
Land and Buildings	11	(4,833,500)	(5,327,400)	(750,911)	(133,781)	617,130	82%
Plant, Furniture and Equipment	11	(1,932,951)	(2,093,918)	(1,801,565)	(1,368,510)	433,055	24%
Infrastructure Assets - Roads	11	(2,539,695)	(2,724,875)	(1,981,423)	(1,629,710)	351,713	18%
Infrastructure Assets - Parks and Reserves	11	(2,211,012)	(2,361,012)	(1,175,992)	(632,381)	543,611	46%
Infrastructure Assets - Footpaths	11	(310,000)	(360,000)	(340,000)	(135,074)	204,926	60%
Infrastructure Assets - Drainage	11	(140,000)	(175,000)	(45,000)	0	45,000	100%
Infrastructure Assets - Street Lighting	11	(42,436)	(424,910)	(382,474)	(1,415)	381,059	100%
Infrastructure Assets - Bus Shelters	11	(51,500)	(51,500)	(25,750)	0	25,750	100%
Infrastructure Assets - Car Parks	11	(171,311)	(171,311)	(30,000)	(175,424)	(145,424)	(485%)
Amount attributable to investing activities		(9,865,921)	(3,395,835)	205,334	640,142	434,808	212%
Financing Activities							
Proceeds from New Debentures	9	2,897,000	2,897,000	0	0	0	0%
Self-Supporting Loan Principal		15,645	15,645	10,432	9,275	(1,157)	(11%)
Transfer from Reserves	6	8,033,866	8,634,816	2,149,257	2,024,167	(125,090)	(6%)
Repayment of Debentures	9	(617,722)	(617,722)	(304,389)	(304,389)	0	(0%)
Transfer to Reserves	6	(9,196,975)	(9,796,975)	(5,553,246)	(2,244,253)	3,308,993	60%
Amount attributable to financing activities		1,131,814	1,132,764	(3,697,946)	(515,200)	3,182,746	86%
Closing Funding Surplus(Deficit)	2	0	358,881	12,612,464	21,419,576	8,807,112	70%

This statement is to be read in conjunction with the accompanying Financial Statements and notes. All material variances are discussed in Note 1(a) & 1(b)

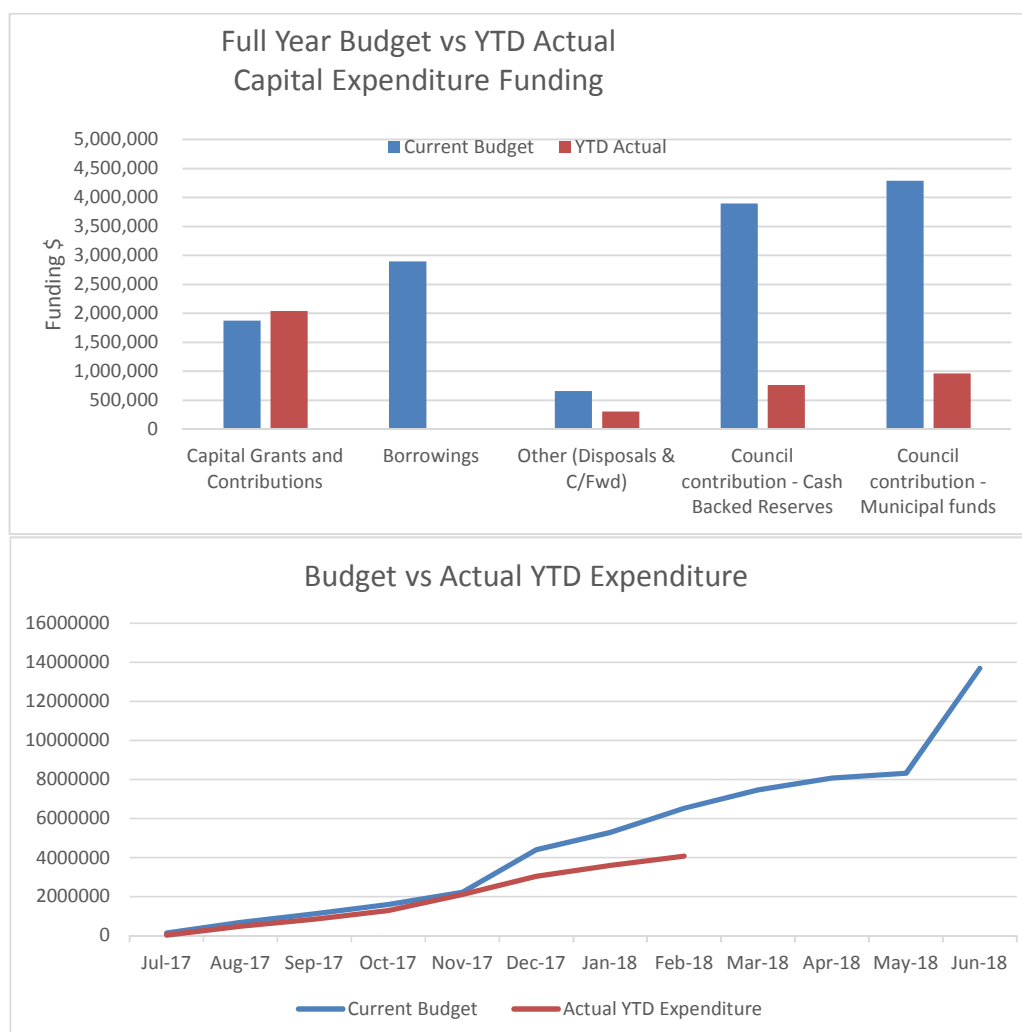
CITY OF KWINANA
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 28 February 2018

	Note	Adopted Annual Budget	Current Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)
		\$	\$	\$	\$	\$	%
Opening Funding Surplus (Deficit)	2	1,534,059	3,357,702	3,357,702	3,194,697	(163,005)	(5%)
Revenue from operating activities							
Rates	8	35,239,983	35,239,983	35,039,983	34,960,133	(79,850)	(0%)
Operating Grants, Subsidies and Contributions		15,591,452	7,973,169	5,507,155	5,085,363	(421,792)	(8%)
Fees and Charges		13,612,832	13,612,832	11,070,310	10,501,238	(569,072)	(5%)
Interest Earnings		2,183,500	2,183,500	1,599,750	2,068,219	468,469	29%
Other Revenue		589,101	589,101	402,006	578,030	176,024	44%
Profit on Disposal of Assets	7	6,746	6,746	6,746	12,226	5,480	81%
		67,223,614	59,605,331	53,625,950	53,205,209	(420,741)	(1%)
Expenditure from operating activities							
Employee Costs		(28,531,268)	(28,604,880)	(19,584,706)	(17,330,194)	2,254,512	12%
Materials and Contracts		(27,092,856)	(27,336,759)	(18,428,477)	(15,181,996)	3,246,482	18%
Utility Charges		(2,527,669)	(2,527,669)	(1,614,942)	(1,491,512)	123,430	8%
Depreciation on Non-Current Assets		(13,268,106)	(13,268,106)	(8,845,440)	(9,076,279)	(230,839)	(3%)
Interest Expenses		(1,101,765)	(1,101,765)	(604,126)	(547,913)	56,213	9%
Insurance Expenses		(593,109)	(593,109)	(535,581)	(558,909)	(23,328)	(4%)
Other Expenditure		(170,153)	(170,153)	(103,998)	17,477	121,475	117%
Loss on Disposal of Assets	7	(146,145)	(146,145)	(146,145)	(154,237)	(8,092)	(6%)
		(73,431,071)	(73,748,586)	(49,863,415)	(44,323,562)	5,539,853	11%
Operating activities excluded from budget							
Add back Depreciation		13,268,106	13,268,106	8,845,440	9,076,279	230,839	3%
Adjust (Profit)/Loss on Asset Disposal	7	139,399	139,399	139,399	142,011	2,612	2%
Adjust Provisions and Accruals		0	0	0	0	0	0%
Amount attributable to operating activities		7,200,048	(735,750)	12,747,374	18,099,937	5,352,563	42%
Investing activities							
Grants, Subsidies and Contributions		1,707,484	9,635,091	6,079,449	4,224,641	(1,854,808)	(31%)
Proceeds from Disposal of Assets	7	659,000	659,000	659,000	491,795	(167,205)	(25%)
Land and Buildings	11	(4,833,500)	(5,327,400)	(750,911)	(133,781)	617,130	(82%)
Plant, Furniture and Equipment	11	(1,932,951)	(2,093,918)	(1,801,565)	(1,368,510)	433,055	(24%)
Infrastructure Assets - Roads	11	(2,539,695)	(2,724,875)	(1,981,423)	(1,629,710)	351,713	(18%)
Infrastructure Assets - Parks and Reserves	11	(2,211,012)	(2,361,012)	(1,175,992)	(632,381)	543,611	(46%)
Infrastructure Assets - Footpaths	11	(310,000)	(360,000)	(340,000)	(135,074)	204,926	(60%)
Infrastructure Assets - Drainage	11	(140,000)	(175,000)	(45,000)	0	45,000	(100%)
Infrastructure Assets - Street Lighting	11	(42,436)	(424,910)	(382,474)	(1,415)	381,059	(100%)
Infrastructure Assets - Bus Shelters	11	(51,500)	(51,500)	(25,750)	0	25,750	(100%)
Infrastructure Assets - Car Parks	11	(171,311)	(171,311)	(30,000)	(175,424)	(145,424)	485%
Amount attributable to investing activities		(9,865,921)	(3,395,835)	205,334	640,142	434,808	212%
Financing Activities							
Proceeds from New Debentures	9	2,897,000	2,897,000	0	0	0	0%
Self-Supporting Loan Principal		15,645	15,645	10,432	9,275	(1,157)	(11%)
Transfer from Reserves	6	8,033,866	8,634,816	2,149,257	2,024,167	(125,090)	(6%)
Repayment of Debentures	9	(617,722)	(617,722)	(304,389)	(304,389)	0	(0%)
Transfer to Reserves	6	(9,196,975)	(9,796,975)	(5,553,246)	(2,244,253)	3,308,993	60%
Amount attributable to financing activities		1,131,814	1,132,764	(3,697,946)	(515,200)	3,182,746	86%
Closing Funding Surplus (Deficit)	2	0	358,881	12,612,464	21,419,576	8,807,112	70%

This statement is to be read in conjunction with the accompanying Financial Statements and notes. All material variances are discussed in Note 1(a) & 1(b).

CITY OF KWINANA
STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING
For the Period Ended 28 February 2018

Capital Acquisitions	Note	Adopted Annual Budget	Current Annual Budget	YTD Budget (a)	YTD Actual Total (b)	Variance (a) - (b)
		\$	\$	\$	\$	\$
Land and Buildings	11	4,833,500	5,327,400	750,911	133,781	617,130
Plant, Furniture and Equipment	11	1,932,951	2,093,918	1,801,565	1,368,510	433,055
Infrastructure Assets - Roads	11	2,539,695	2,724,875	1,981,423	1,629,710	351,713
Infrastructure Assets - Parks and Reserves	11	2,211,012	2,361,012	1,175,992	632,381	543,611
Infrastructure Assets - Footpaths	11	310,000	360,000	340,000	135,074	204,926
Infrastructure Assets - Drainage	11	140,000	175,000	45,000	0	45,000
Infrastructure Assets - Street Lighting	11	42,436	424,910	382,474	1,415	381,059
Infrastructure Assets - Bus Shelters	11	51,500	51,500	25,750	0	25,750
Infrastructure Assets - Car Parks	11	171,311	171,311	30,000	175,424	(145,424)
Capital Expenditure Totals		12,232,405	13,689,926	6,533,115	4,076,295	2,456,820
Capital acquisitions funded by:						
Capital Grants and Contributions		1,707,484	1,872,451	1,192,875	2,040,458	(847,583)
Borrowings		2,897,000	2,897,000	0	0	0
Other (Disposals & C/Fwd)		659,000	659,000	659,000	306,897	352,103
Council contribution - Cash Backed Reserves		3,826,662	3,894,662	2,149,257	764,327	1,384,930
Council contribution - Municipal funds		2,667,555	4,288,076	2,531,983	964,613	1,567,370
Capital Funding Total		12,232,405	13,689,926	6,533,115	4,076,295	2,456,820



CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 1(a): Explanation of Material Variances by Reporting Program

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially. The material variance adopted by Council for the 2017/18 year is the greater of \$100,000 or 10%

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues					
Governance	326,166	1002%	M	Permanent	Variance includes insurance adjustments and discounts \$108k, unclaimed monies retrieved \$11k, long service leave costs \$27k reimbursed from other local governments, workers compensation \$68k and insurance claims.
General Purpose Funding - Rates	(79,850)	(0%)		No Material Variance	
General Purpose Funding - Other	(375,216)	(12%)	M	Permanent	Decrease in budgeted funding \$750k, due to these monies being prepaid in the last financial year and included in the carry forward surplus. This will be adjusted as part of the budget review.
Law, Order and Public Safety	27,167	11%		No Material Variance	
Health	(20,074)	(23%)		No Material Variance	
Education and Welfare	588,984	13%	M	Timing	Family Day Care General Subsidies income has been spread evenly over 12 months, the City has received \$2.5m YTD vs a budgeted amount of \$2m.
Community Amenities	(359,733)	(5%)		No Material Variance	
Recreation and Culture	(179,192)	(8%)		No Material Variance	
Transport	(52,392)	(22%)		No Material Variance	
Economic Services	(249,933)	(23%)	M	Permanent	Applications for Building Licence fees less than budgeted, amendments will be made in the upcoming Budget Review to reflect reduced forecast revenue. The reduction in building fees is a direct result of the downturn in residential building applications being submitted. The decline in residential building applications is a reflection of the building industry across the state.
Other Property and Services	(46,669)	(28%)		No Material Variance	
Operating Expense					
Governance	878,908	21%	M	Permanent	Reversal of the 16/17 provision for doubtful debts expense (\$126k) not budgeted, savings in employee costs (\$642k) due to vacancies, lower workers compensation premiums, and training expenses less than budgeted. Any potential permanent savings will be identified throughout the Budget Review process.
General Purpose Funding	258,475	25%	M	Timing	Savings in overhead costs and legal expenses not yet spent to date.
Law, Order and Public Safety	316,805	14%	M	Permanent	\$268k due to savings in employee expenses due to vacancies within the City Assist team. Savings have been allocated to covering the vacancies with temporary staff and small restructure of the team.
Health	128,293	14%	M	Permanent	\$51k due to savings in employee expenses with the Environmental Health team. \$47k savings in overhead costs. Reduced expenditure on mosquito management \$29k YTD variance to budget.
Education and Welfare	(691,683)	(10%)	M	Timing	Family Daycare distributions higher than budgeted YTD, however this is offset against higher than budgeted income.
Community Amenities	1,656,679	22%	M	Timing	Under expenditure due to current spread of budget not matching the timing of works for expenditure items such as mainstream waste collection \$828k, funds are expected to be expended in 17/18. \$273k in salary savings YTD. Natural Environment programs currently \$275k under budget expectations, programs are continuing and funds are expected to be expended in 17/18.
Recreation and Culture	1,596,032	12%	M	Timing	\$330k savings in employee expenses across the program, some of which will be expected to be spent by 30 June 2018 as the finalisation of the Community Engagement service review will result in positions being finalised. Contract expenses for maintenance on parks, reserves, buildings and other engagements are currently under budget 415k; works are expected to be completed prior to June. \$174k decrease in depreciation expenses (non cash) will be amended in budget review.
Transport	639,615	7%		No Material Variance	
Economic Services	303,316	20%	M	Timing	\$109k savings in employee expenses due to vacancies, other under expenditure attributable to projects that have not yet begun, but expected to be finished by June.
Other Property and Services	453,414	16%	M	Permanent	\$94k in employee costs savings across the Infrastructure Management business unit. Savings are primarily due to the vacancies in the Asset Management team from July to November. Any surplus funds due to these savings will be reconsidered by Council during the Budget Review process. Other under expenditure relates to projects that are not yet complete, but expected to be finished by June.

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 1(a): Explanation of Material Variances by Reporting Program

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially. The material variance adopted by Council for the 2017/18 year is the greater of \$100,000 or 10%

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Capital Revenues					
Grants, Subsidies and Contributions	(1,854,808)	(31%)	M	Timing	Contributions expected from Developers (DCA) have been spread evenly over the year, the timing of these receipts is difficult to estimate due to the unknown timing of subdivisions.
Proceeds from Disposal of Assets	(167,205)	(25%)	M	Permanent	Tip Truck and Loader disposal have been postponed until plant replacement program is finalised.
Capital Expenses					
Land and Buildings	617,130	82%	M	Permanent	Administration Building renovation has been postponed for review as part of the LTFP.
Plant, Furniture & Equipment	433,055	24%	M	Timing	Purchase of new plant items (Tip Truck and Loader) have been postponed. This is offset by the unbudgeted receipt of Fire Tanker - fully funded by DFES. For more details refer to Note 11.
Infrastructure - Roads	351,713	18%	M	Timing	Majority of road construction projects are expected to begin in March / April 2018
Infrastructure Assets - Parks and Reserves	543,611	46%	M	Timing	Timing of expenditure is currently different to expectations YTD. Adjustments will be made at budget review to recognise projects that will not be undertaken this financial year.
Infrastructure Assets - Footpaths	204,926	60%	M	Timing	Construction expected to be complete by April.
Infrastructure Assets - Drainage	45,000	100%		No Material Variance	
Infrastructure Assets - Street Lighting	381,059	100%	M	Timing	Timing of expenditure is currently different to expectations YTD. Design from consultants due 21/2/2018.
Infrastructure Assets - Bus Shelters	25,750	100%		No Material Variance	
Infrastructure Assets - Car Parks	(145,424)	(485%)	M	Timing	Works to finalise the Edge Skatepark carpark have been completed in 17/18. Majority of works were expected to be completed in 16/17, funds have been carried forward as part of finalising the 16/17 Financial Statements to offset the timing of the works and a budget adjustment for this will occur during the Budget Review process.
Financing					
Proceeds from New Debentures	0	0%		No Material Variance	
Proceeds from Advances	0	0%		No Material Variance	
Self-Supporting Loan Principal	(1,157)	(11%)		No Material Variance	
Transfer from Reserves	(125,090)	(6%)		No Material Variance	
Advances to Community Groups	0	0%		No Material Variance	
Repayment of Debentures	0	(0%)		No Material Variance	
Transfer to Reserves	3,308,993	60%	M	Timing	Developer Contribution reserve transfers are difficult to estimate and can only be transferred at the time they are received.

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 1(b): Explanation of Operating Revenue and Expenditure Material Variances by Nature and Type

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.

The material variance adopted by Council for the 2017/18 year is the greater of \$100,000 or 10%.

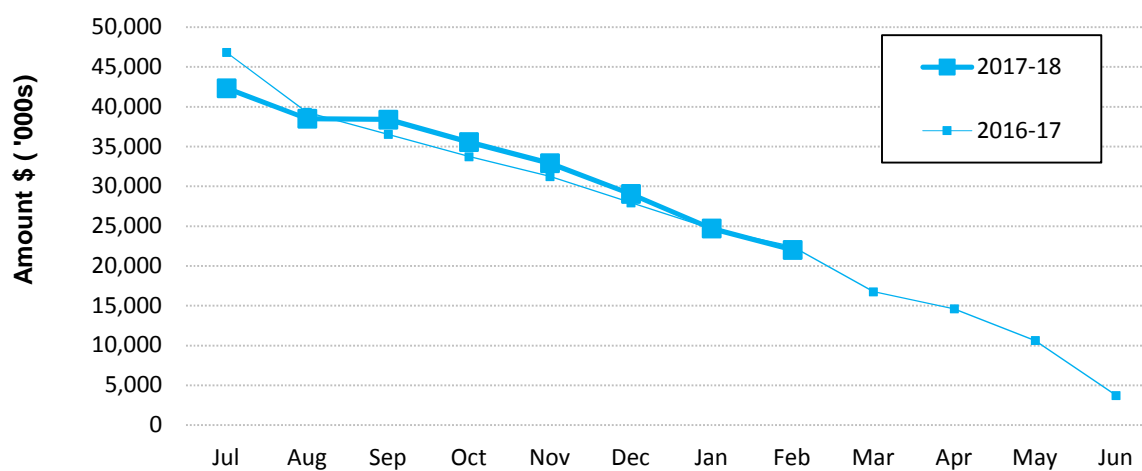
Nature and Type Category	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues					
Rates	(79,850)	(0%)		No Material Variance	
Operating Grants, Subsidies and Contributions	(421,792)	(8%)		No Material Variance	
Fees and Charges	(569,072)	(5%)		No Material Variance	
Interest Earnings	468,469	29%	M	Timing	Interest on investments is \$312k above budget expectations for the year to date. As funds are expended over the year the available cash for investment will reduce and therefore interest earnings are not expected to continue at this rate to 30 June 2018. Interest received on Rates Instalments and Penalty Interest is \$100k above budget expectations for the year to date.
Other Revenue	176,024	44%	M	Permanent	Insurance and Workers Compensation reimbursements received.
Profit on Disposal of Assets	5,480	81%		No Material Variance	
Operating Expense					
Employee Costs	2,254,512	12%	M	Permanent	Vacancies in various budgeted positions have led to employee costs being under budget expectations year to date. Some positions are covered by temporary agency staff and the savings in the salaries will go towards funding these costs held within the Materials and Contracts nature and type category.
Materials and Contracts	3,246,482	18%	M	Timing	Timing variance due to budget spread. Funds expected to be expended in 17/18.
Utility Charges	123,430	8%		No Material Variance	
Depreciation on Non-Current Assets	(230,839)	(3%)		No Material Variance	
Interest Expenses	56,213	9%		No Material Variance	
Insurance Expenses	(23,328)	(4%)		No Material Variance	
Other Expenditure	121,475	117%	M	Permanent	Unbudgeted reversal of provision for bad debt expense (non-cash).
Loss on Disposal of Assets	(8,092)	(6%)		No Material Variance	

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 2: Net Current Funding Position

	Note	Last Years Closing 30 June 2018 \$	This Time Last Year 28 Feb 2017 \$	Current 28 Feb 2018 \$
Current Assets				
Cash Unrestricted	3	3,382,609	18,910,033	13,467,595
Cash Restricted - Reserves	6	50,343,659	48,037,679	50,563,746
Receivables - Rates	5(a)	2,761,590	6,208,780	9,023,710
Receivables - Sundry Debtors	5(b)	738,586	516,271	581,125
Other Current Assets		545,195	159,751	168,115
Inventories		36,203	74,877	36,050
		57,807,842	73,907,391	73,840,341
Less: Current Liabilities				
Payables		(4,269,486)	(3,404,938)	(1,857,019)
		(4,269,486)	(3,404,938)	(1,857,019)
Less: Cash Reserves	6	(50,343,659)	(48,037,679)	(50,563,746)
Net Current Funding Position - Surplus/(Deficit)		3,194,697	22,464,774	21,419,576

Note 3 - Liquidity Over the Year



CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 3(a): Cash and Investments

	Total Amount \$	Interest Rate %	Calculated Interest Earnings \$	Institution	S&P Rating	Deposit Date	Maturity Date	Term Days
(a) Cash Deposits								
CBA Municipal Bank Account	1,617,035	Variable	N/A	CBA	AA	N/A	N/A	N/A
CBA Trust Bank Account	3,035,530	Variable	N/A	CBA	AA	N/A	N/A	N/A
Cash On Hand - Petty Cash	5,150	N/A	N/A	PC	N/A	N/A	N/A	N/A
Sub-total Cash Deposits	4,657,715							
(b) Cash at Call - Investments								
ANZ Call	1,042	Variable	N/A	ANZ	AA	N/A	N/A	N/A
Sub-total Cash at Call Investments	1,042							
(c) Term Deposits - Investments								
PCU - TD71746	1,000,000	2.90%	27,967	PCU	UR	20/03/2017	6/03/2018	352
WPAC - TD023748	2,000,000	2.61%	51,771	WBC	AA	14/03/2017	13/03/2018	365
NAB - TD81-630-7734	1,000,000	2.60%	25,929	NAB	AA	2/05/2017	1/05/2018	365
CBA - TD35732709 (1)	1,000,000	2.50%	18,699	CBA	AA	9/08/2017	8/05/2018	273
NAB.TD 940895211	1,000,000	2.50%	20,205	NAB	AA	8/08/2017	29/05/2018	295
NAB.TD 884154944	1,000,000	2.50%	22,603	NAB	AA	11/07/2017	5/06/2018	330
NAB.TD 399386282	1,000,000	2.50%	22,534	NAB	AA	12/07/2017	5/06/2018	329
NAB - TD94-089-5211	1,000,000	2.48%	20,927	NAB	AA	8/08/2017	12/06/2018	309
NAB - TD72-824-2723	1,000,000	2.53%	23,290	NAB	AA	18/07/2017	19/06/2018	337
NAB - TD74-094-8075	1,000,000	2.52%	24,648	NAB	AA	4/07/2017	26/06/2018	358
BWA - TD089-2575899-9	1,000,000	2.55%	25,570	BWA	AA	17/07/2017	17/07/2018	366
CBA - TD35732709 (2)	1,000,000	2.53%	24,745	CBA	AA	9/08/2017	31/07/2018	357
CBA - TD35732709 (3)	1,000,000	2.53%	25,300	CBA	AA	8/08/2017	7/08/2018	365
	-							
Sub-total - Term Deposits - Investments	14,000,000		334,188					
Reserve Funds Investments (Cash Backed Reserves)								
Aged Persons Units Reserve - TD36-866-8236	617,204	2.46%	3,702	NAB	AA	1/02/2018	1/05/2018	89
Asset Management Reserve - TD36-842-8945	581,200	2.46%	3,486	NAB	AA	1/02/2018	1/05/2018	89
Asset Replacement Reserve - TD42-972-1062	959,347	2.45%	5,860	NAB	AA	5/02/2018	7/05/2018	91
Banksia Park DMF Reserve - TD42-997-1790	90,333	2.45%	553	NAB	AA	5/02/2018	7/05/2018	91
Community Services & Emergency Relief Reserve - TD43-069-3230	26,638	2.45%	163	NAB	AA	5/02/2018	7/05/2018	91
CLAG Reserve - TD43-083-2341	251,056	2.45%	1,534	NAB	AA	5/02/2018	7/05/2018	91
Workers Compensation Reserve - TD69-136-9789	393,907	2.45%	2,380	NAB	AA	8/02/2018	9/05/2018	90
Settlement Agreement Reserve - TD68-951-1678	159,039	2.45%	961	NAB	AA	8/02/2018	9/05/2018	90
Infrastructure Reserve - TD68-832-2429	131,039	2.45%	792	NAB	AA	8/02/2018	9/05/2018	90
Golf Course Cottage Reserve - TD68-730-8350	27,865	2.45%	168	NAB	AA	8/02/2018	9/05/2018	90
Future Community Infrastructure Reserve - TD88-185-4822	1,600,809	2.45%	9,671	NAB	AA	14/02/2018	15/05/2018	90
Family Day Care Reserve - TD88-195-0531	1,415,284	2.45%	8,550	NAB	AA	14/02/2018	15/05/2018	90
Employee Leave Reserve - TD10512169	2,053,645	2.45%	12,406	NAB	AA	22/02/2018	23/05/2018	90
Employee Leave Reserve - TD10513704	2,053,578	2.48%	16,744	NAB	AA	28/02/2018	28/06/2018	120
Refuse Reserve - TD80-618-4101	2,172,645	2.45%	13,125	NAB	AA	7/02/2018	8/05/2018	90
Refuse Reserve - TD4671154	4,318,405	2.50%	35,494	BWA	AA	4/01/2018	4/05/2018	120
Refuse Reserve - TD4677294	2,236,800	2.40%	8,972	BWA	AA	24/01/2018	26/03/2018	61
Information Technology Reserve - TD 4677295	500,000	2.40%	2,005	BWA	AA	24/01/2018	26/03/2018	61
City Assist Initiative Reserve - TD4677296	100,000	2.40%	401	BWA	AA	24/01/2018	26/03/2018	61
Youth Engagement Strategy Reserve - TD4677297	228,708	2.40%	917	BWA	AA	24/01/2018	26/03/2018	61
Sub-total - Term Deposits - (Cash Backed Reserves)	19,917,501		127,883					
Reserve Funds Investments (Developer Contributions)								
DCA - 1 Hard Infrastructure - Bertram - TDB35732709.61	1,760,382	2.19%	6,337	CBA	AA	22/01/2018	23/03/2018	60
DCA - 2 Hard Infrastructure - Wellard - TDB35732709.63	1,988,589	2.19%	7,159	CBA	AA	22/01/2018	23/03/2018	60
DCA - 5 Hard Infrastructure - Wandl - TDB35732709.65	3,133,538	2.19%	11,281	CBA	AA	22/01/2018	23/03/2018	60
DCA - 7 Hard Infrastructure - Mandogalup (West) - TD33-699-3763	8,567	2.45%	69	NAB	AA	14/11/2017	14/03/2018	120
DCA - 9 Soft Infrastructure - Wandl/Anketell - TD10504934	3,338,453	2.25%	12,142	NAB	AA	29/01/2018	29/03/2018	59
DCA - 9 Soft Infrastructure - Wandl/Anketell - TD2514874	3,339,192	1.95%	10,525	BEN	A	29/01/2018	29/03/2018	59
DCA - 9 Soft Infrastructure - Wandl/Anketell - TD97-154-6348	3,330,179	2.45%	20,118	NAB	AA	6/12/2017	6/03/2018	90
DCA - 11 Soft Infrastructure - Wellard East - TDB35732709.67	4,415,996	2.19%	15,898	CBA	AA	22/01/2018	23/03/2018	60
DCA - 12 Soft Infrastructure - Wellard West - TD4678455	6,359,391	2.35%	26,204	BWA	AA	29/01/2018	3/04/2018	64
DCA - 13 Soft Infrastructure - Bertram - TD33-681-3398	288,108	2.45%	2,321	NAB	AA	14/11/2017	14/03/2018	120
DCA - 14 Soft Infrastructure - Wellard/Leda - TD33-715-8508	367,092	2.45%	2,957	NAB	AA	14/11/2017	14/03/2018	120
DCA - 15 Soft Infrastructure - Townsite - TD33-733-2692	161,124	2.45%	1,298	NAB	AA	14/11/2017	14/03/2018	120
Sub-total - Reserve Funds Investments (Developer Contributions)	28,490,612		116,308					
Total	67,066,870		578,379					
Less Trust Bank	(3,035,530)							
Total Municipal Controlled Funds	64,031,340		578,379					

Institution Key	
AMP	AMP Bank
ANZ	ANZ Bank
BEN	Bendigo Bank
BWA	Bankwest
CBA	Commonwealth Bank
NAB	National Australia Bank
PC	Petty Cash
PCU	Police Credit Union
WBC	Westpac Bank

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 3(b): Cash and Investments - Compliance with Investment Policy

Portfolio Credit Risk	Funds Held	Actual at Period End	Limit per Policy	
AAA & Bendigo Bank Kwinana Community Branch	3,339,192	5%	100%	✓
AA	62,722,528	94%	100%	✓
A	-	0%	60%	✓
BBB	-	0%	20%	✓
Unrated	1,000,000	1%	20%	✓
Petty Cash	5,150	0%	N/A	✓

Counterparty Credit Risk	Funds Held	Actual at Period End	Limit per Policy	
AMP (A)	-	0%	25%	✓
ANZ (AA)	1,042	0%	45%	✓
BEN (AAA)	3,339,192	5%	45%	✓
BWA (AA)	14,743,304	22%	45%	✓
CBA (AA)	18,951,070	28%	45%	✓
NAB (AA)	27,027,112	40%	45%	✓
PC (UR)	5,150	0%	0%	✓
PCU (UR)	1,000,000	1%	0%	✗
WBC (AA)	2,000,000	3%	45%	✓

Comments - Investment Policy Compliance

During February the City's investments were invested in line with Council Policy - Investments. With the recent review of the Council Policy, there is still one investment that is un-rated (UR) by the Standard and Poor's (S&P) and sits outside the new risk management framework, however when this investment matures in March 2018 it will be reinvested in accordance with the updated policy. The updated policy accounts for this transition period.

5.5.1 Portfolio Credit Framework

To control the credit quality on the investment portfolio, the following credit framework limits the percentage of the portfolio exposed to any particular credit rating category.

S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum for category %
AAA and Bendigo Bank Kwinana Community Branch	A-1+ and Bendigo Bank Kwinana Community Branch	100%
AA	A-1+	100%
A	A-1	60%
BBB	A-2	20%

If any of the investments within the portfolio are subject to a credit rating downgrade such that the portfolio credit percentages are no longer compliant with the Investment Policy, or there is a review of this policy, the investment will be divested as soon as practicable.

5.5.2 Counterparty Credit Framework

Exposure to an individual counterparty/institution will be restricted by its credit rating so that single entity exposure is limited, as detailed in the table below:

S&P Long Term Rating	S&P Short Term Rating	Direct Investment Maximum for category %
AAA and Bendigo Bank Kwinana Community Branch	A-1+ and Bendigo Bank Kwinana Community Branch	45%
AA	A-1+	45%
A	A-1	25%
BBB	A-2	10%

If any of the investments within the portfolio are subject to a credit rating downgrade such that the portfolio credit percentages are no longer compliant with the Investment Policy, or there is a review of this policy, the investment will be divested as soon as practicable.

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 4: Budget Amendments

GL Code	Description	Increase / (Decrease) to Net Surplus Position	Amended Budget Surplus / (Deficit)
		\$	\$
	Budget Adoption		0
	09/08/2017 To account for the refund of changeover fees paid to upgrade to the 360L recycling bins		
400434.1600.60	Mainstream Waste - Project Expenditure - Refund of upgrade fees	(29,050)	
700007.1007.06	Mainstream Waste - Transfer from Refuse Reserve	29,050	
		0	0
	09/08/2017 Second Stage of Local Sporting Ground Wellard Pavilion Extension and Bertram Building A		
600019.1002.60	Capital Project Expenditure - Bertram Building A	(348,650)	
600019.1002.60	Capital Project Expenditure - Wellard Pavilion	(128,250)	
700013.1917.06	Transfer from Future Community Infrastructure Reserve	348,650	
700013.1917.06	Transfer from Future Community Infrastructure Reserve	128,250	
		0	0
	7/09/2017 Increase to Metropolitan Library Courier Service		
400104.1115.60	Library - Operating Expenditure - Cartage & Delivery	(2,585)	
400104.1106.60	Library - Operating Expenditure - Advertising & Promotions	2,585	
		0	0
	13/09/2017 Change to Capital Buildings Expenditure from Sloan's Reserve Toilets to Smirks Cottage Accessible Toilets		
600019.1002.60	Capital Project Expenditure - Sloan's Reserve Toilets	(40,000)	
600019.1002.60	Capital Project Expenditure - Smirks Cottage Accessible Toilets	40,000	
		0	0
	13/09/2017 Transfer savings in Facilities Management salaries to Darius Wells Reception Safety Modifications		
400481.1031.50	Facilities Management Overheads - Employee Expenses	5,000	
600019.1002.60	Capital Project Expenditure - Darius Wells Reception Safety Modifications	(5,000)	
		0	0
	27/09/2017 Challenger Avenue Drainage Project cancelled due to being completed by Developer and savings in other Municipal funded projects to be allocated to next prioritised project; Rollings Crescent Drainage Upgrade		
600007.1563.60	Capital Project Expenditure - Rollings Crescent Drainage Upgrade	(155,000)	
600007.1563.60	Capital Project Expenditure - Challenger Avenue Drainage	120,000	
600007.1561.60	Capital Project Expenditure - Minstrell Road	9,000	
600007.1561.60	Capital Project Expenditure - Beauchamp Loop & Wellard	18,000	
600007.1561.60	Capital Project Expenditure - Bingfield Road West & Tucker Street, Medina	8,000	
		0	0
	27/09/2017 To increase budget for Tip Truck replacement, funded from Asset Replacement Reserve		
600013.1000.60	Purchase of replacement Tip Truck	(27,000)	
700005.1006.06	Transfer from Asset Replacement Reserve	27,000	
		0	0
	27/09/2017 - Hire of temporary office space to accommodate the Building Maintenance Team at the Depot. Funded from the Building Construction contingency budget.		
400494.1004.60	Other Property & Services - Building Expenses - Depot	(14,000)	
600015.1002.60	Governance Facility - Capital Project - Contingencies	14,000	
		0	0
	11/10/2017 To allocate the brought forward surplus from 2016/2017		
900024.0178.08	Surplus Brought Forward 01/07/2017	1,823,643	
400002.1125.60	Wells Park feasibility study	(35,000)	
400089.1600.60	Big Concert additional funds	(15,000)	
400089.1600.60	The Edge Skate Park grand opening - rescheduled	(36,000)	
400097.1031.50	Zone Drop-in Lounge - salaries	(71,800)	
400097.1035.50	Zone Drop-in Lounge - salaries	(6,812)	
400494.1004.60	Demountable building - Depot	(36,000)	
400499.1652.60	After hours monitoring	(30,000)	
400499.1797.60	Security guard at Darius Wells	(37,000)	
400499.1797.60	CCTV Maintenance	(22,100)	
400743.1600.60	Darius Wells Christmas Tree Decorations	(10,000)	
600004.1002.60	Recquatic ergonomic workstation refit	(30,000)	
600007.1562.60	Calista Tennis Club access	(20,000)	
600007.1562.60	Bertram Road drainage improvement	(30,000)	
600007.1567.60	Latitude 32 lighting change from solar	(286,050)	
600008.1568.60	Medina Oval Lighting	(150,000)	
600015.1002.60	Demountable building - Depot	(14,000)	
600019.1001.60	Darius Wells Christmas Tree	(10,000)	
600071.1001.60	Youth Zone - Lounge entrance renovation	(25,000)	
800068.2004.07	Transfer to Information Technology Reserve	(500,000)	
800068.2005.07	Transfer to City Assist Initiative Reserve	(100,000)	
		358,881	358,881

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 4: Budget Amendments

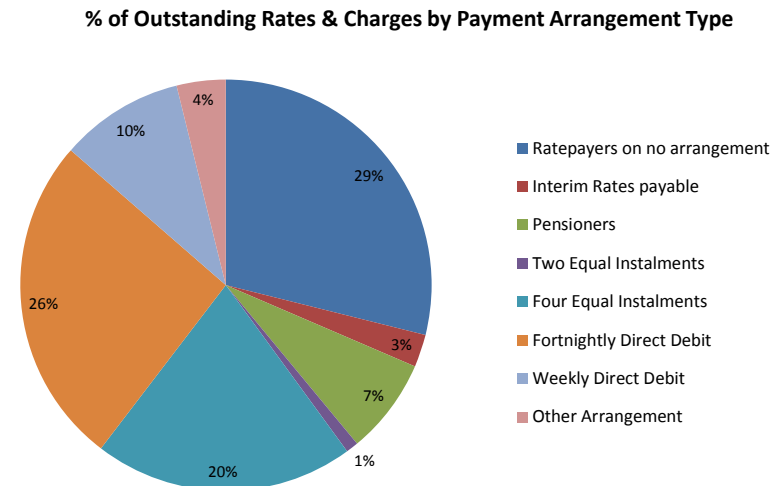
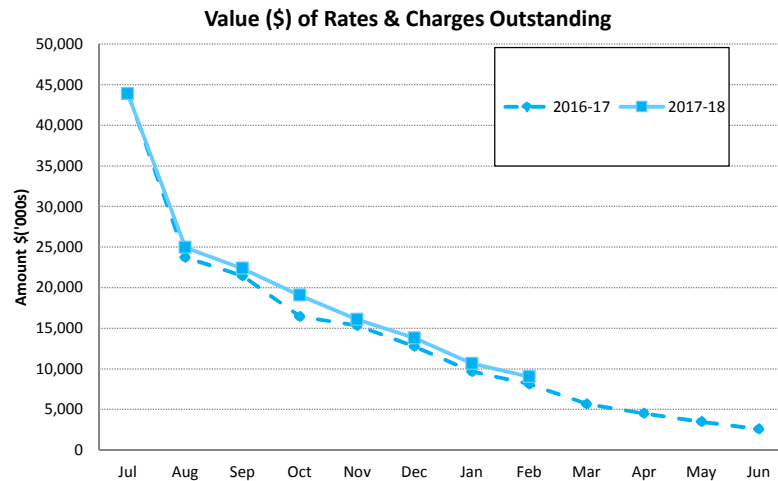
GL Code	Description	Increase / (Decrease) to Net Surplus Position	Amended Budget Surplus / (Deficit)
		\$	\$
22/11/17 Addition of Summerton Road intersection improvement project - funded by remaining 2016/17 Roads to Recovery grant and State Blackspot			
600007.1561.60	Capital Project Expenditure - Summerton Road	(99,000)	
700022.1813.06	Transfer from Restricted Grants Reserve (2016/17 Roads to Recovery funding)	33,000	
300137.1003.16	State Blackspot Grant	66,000	
		0	358,881
22/11/2017 Received Grant from WA Police for the installation of CCTV			
600016.1002.60	Capital Project Expenditure - CCTV Wellard	(98,967)	
300178.1002.16	WA Police Grant - State CCTV Strategy	98,967	
		0	358,881
22/11/2017 Savings made in Bertram Road Dual Carriageway project returned to Asset Management Reserve and subsequently reallocated to Johnson Road alignment project			
600007.1561.60	Capital Project Expenditure - Johnson Road alignment	(81,090)	
700022.1898.06	Transfer from Asset Management Reserve	81,090	
600007.1561.60	Capital Project Expenditure - Bertram Road dual carriageway project	81,090	
700022.1898.06	Transfer to Asset Management Reserve	(81,090)	
		0	358,881
22/11/2017 Roads to Recovery funds allocated to Freckleton Court			
600007.1561.60	Capital Project Expenditure - Freckleton Court	(35,000)	
700022.1813.06	Transfer from Restricted Grants Reserve (2016/17 Roads to Recovery funding)	35,000	
		0	358,881
22/11/2017 Originally budgeted as capital project, the club now only seeking donation and will manage construction themselves			
400094.1600.60	Operating Expenditure - Contribution to Bowling Club	(18,000)	
600019.1002.60	Capital Project Expenditure - Bowling Club Shed	18,000	
300147.1002.60	Capital Revenue Contribution from Club	(8,000)	
300158.1600.15	Operating Revenue - Community Development	8,000	
		0	358,881
22/11/2017 Reallocation of funding from Asset Management Reserve from Medina Netball Courts to Kwinana Netball Courts			
600008.1568.60	Capital Project Expenditure - Kwinana Netball Courts	(2,000)	
600008.1568.60	Capital Project Expenditure - Medina Netball Courts	2,000	
700019.1898.06	Transfer to Asset Management Reserve - Medina Netball Courts	(2,000)	
700019.1898.06	Transfer from Asset Management Reserve - Kwinana Netball Courts	2,000	
		0	358,881
13/12/2017 Insurance claim received for the stolen batteries from street lights in Latitude 32			
600007.1567.60	Capital Project Expenditure - Replacement of street lights	96,424	
300137.1003.23	Capital Project Revenue - Insurance Claim Received	(96,424)	
		0	358,881
17/01/2018 Change of Scope for Ocean Street. Funded from additional grant received and savings from the expected contribution payable to City of Rockingham.			
600007.1561.60	Capital Project Expenditure - Ocean Street	(86,180)	
300137.1003.16	Metropolitan Regional Road Group Grant Funding	27,933	
400461.1976.81	Contribution to Dixon Road / Mandurah Road project	58,247	
		0	358,881
17/01/2018 Additional grant funding received for Honeywood Park			
600008.1568.60	Capital Project Expenditure - Parks for People Strategy Honeywood	(20,000)	
300142.1003.16	Grant received - Department Industry for Stronger Communities	20,000	
		0	358,881
17/01/2018 Transfer of capital budget to enable purchase of mobile disability hoist for Recquatic Centre			
600004.1001.60	Capital Project Expenditure - Disability Hoist	(3,000)	
600004.1001.60	Capital Project Expenditure - Blanket Buddy	3,000	
		0	358,881
Amended Budget Surplus / (Deficit)			358,881

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 5(a): Receivables - Rates & Charges

Receivables - Rates & Charges Receivable	28 Feb 2018	30 June 2017
	\$	\$
Opening Arrears Previous Years	2,761,590	2,179,452
Levied this year	46,805,927	46,344,239
Less Collections to date	(40,543,807)	(45,762,100)
Equals Collectible Rates & Charges Outstanding	9,023,710	2,761,590
Net Rates & Charges Collectable	9,023,710	2,761,590
% Outstanding	18.20%	5.69%

Outstanding Rates & Charges by Payment Arrangement Type	28 Feb 2018	
	\$	%
Ratepayers on no arrangement	2,607,622	28.90%
Interim Rates payable	231,578	2.57%
Pensioners	679,256	7.53%
Two Equal Instalments	87,400	0.97%
Four Equal Instalments	1,843,909	20.43%
Fortnightly Direct Debit	2,345,087	25.99%
Weekly Direct Debit	879,905	9.75%
Other Arrangement	348,953	3.87%
	9,023,710	100.00%



CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

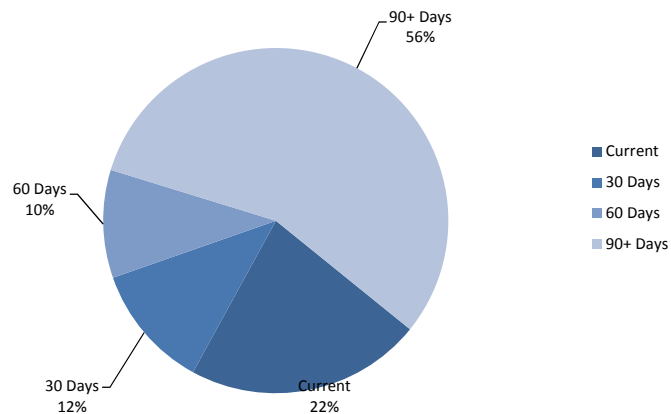
Note 5(b): Receivables - General

Receivables - General

	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Sundry Debtors	91,936	48,548	42,019	233,207	415,710
Infringements Register					165,415
Total Receivables General Outstanding					581,125

Amounts shown above include GST (where applicable)

% of Sundry Debtors by Age Outstanding



Sundry Debtors Outstanding Over 90 Days Exceeding \$1,000

Debtor #	Description	Status	\$
10.01	LYRIK program sponsorship 2017/18	Following up with sponsor.	16,500
240.01	Sponsorship 2017 Rock Symphony Event	Payable on the City's lodgement of sponsorship report, due 1st March.	1,650
854.04	Rent and Outgoings	Investigating dispute regarding CPI increase.	5,804
1497.11	Banksia Park Fees	Invoice to be paid upon sale of unit.	1,303
1512.11	Banksia Park Fees	Finance reviewing the treatment of these accrued Management Fees.	1,020
1703.11	Banksia Park Fees	Invoice to be paid upon sale of unit.	5,023
1825.07	Court awarded fines and costs	With Fines Enforcement Registry.	3,228
1970.11	Banksia Park Fees	Invoice to be paid upon sale of unit.	1,303
2428.11	Banksia Park Fees	Invoices to be paid upon sale of unit.	2,995
2442.07	Court imposed fine	No payments received. With Fines Enforcement Registry.	5,732
2535.07	Dog attack prosecution costs	Regular payments ceased in 2015; with Fines Enforcement Registry.	6,444
2549.07	Pool prosecution	No payments received. With Fines Enforcement Registry.	1,400
2726.07	Planning and Development Act prosecution	Regular payments ceased in December 2016. With Fines Enforcement Registry.	23,144
3321.07	Dog fines and prosecution costs	Regular payments of \$25 per fortnight via Fines Enforcement Registry.	2,660
3485.07	Food Act prosecutions	No payments received. With Fines Enforcement Registry.	13,524
3884.03	Removal of abandoned vehicle	Regular payments of \$40 per fortnight via Fines Enforcement Registry.	2,595
3909.07	Local Government Act prosecution	No payments received. With Fines Enforcement Registry.	3,652
3910.07	Local Government Act prosecution	Direct debit arrangement of \$30 per fortnight.	1,482
3922.03	Verge clean up costs	10/11/17 Email sent to Legal regarding the next step due to financial hardship	1,090
3936.07	Prosecution RO 706-709	Regular payments of \$150 per fortnight via Fines Enforcement Registry.	11,102
3953.07	Local Law prosecution	Regular payments of \$45 per fortnight via Fines Enforcement Registry.	3,139
4051.03	Costs associated with removal of furniture items	No reply to correspondence. City Assist to visit.	1,012
4060.07	Littering Act Prosecution - Unlawful transport	Direct debit arrangement of \$50 per fortnight.	3,162
4118.03	Clean up costs associated with oil spill	Customer advised that claim has been approved by their insurance company and to be paid shortly.	2,000
897.04/06	Lease and Outgoings - Carpark	Liaison with Debtor in progress, with Legal.	112,183
Total Debtors 90+ days > \$1,000			233,146

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 6: Cash Backed Reserves

Reserve	Adopted Budget				Current Budget				Actual					Variance
	Opening Balance \$	Transfers In (incl Interest) (+) \$	Transfers Out (-) \$	Closing Balance \$	Opening Balance \$	Transfers In (incl Interest) (+) \$	Transfers Out (-) \$	Current Budget Closing Balance \$	Opening Balance \$	Actual Transfers In (+) \$	Interest Earned (+) \$	Transfers Out (-) \$	YTD Closing Balance \$	Actual vs Current Budget \$
Municipal Reserves														
Aged Persons Units Reserve	389,941	279,588	(221,315)	448,214	389,941	279,588	(221,315)	448,214	643,364	0	14,220	(40,383)	617,201	168,987
Asset Management Reserve	784,951	22,399	(83,090)	724,260	784,951	22,399	(83,090)	724,260	566,868	0	14,331	0	581,199	(143,061)
Asset Replacement Reserve	213,186	254,814	(468,000)	0	213,186	254,814	(495,000)	(27,000)	595,442	433,056	9,585	(78,737)	959,347	986,347
Banksia Park Reserve	107,650	735	(108,385)	0	107,650	735	(108,385)	0	107,840	0	2,399	(19,906)	90,332	90,332
City Assist Initiative Reserve	0	0	0	0	0	100,000	0	100,000	0	100,000	0	0	100,000	0
Community Services & Emergency Relief Reserve	25,966	611	0	26,577	25,966	611	0	26,577	26,059	0	580	0	26,639	62
Contiguous Local Authorities Group Reserve	253,161	56,950	(45,000)	265,111	253,161	56,950	(45,000)	265,111	239,215	10,210	5,321	(3,690)	251,056	(14,055)
Employee Leave Reserve	4,100,853	0	(539,162)	3,561,691	4,100,853	0	(539,162)	3,561,691	4,074,338	0	32,885	0	4,107,223	545,532
Family Day Care Reserve	1,446,637	34,023	(751,569)	729,091	1,446,637	34,023	(751,569)	729,091	1,383,878	0	31,407	0	1,415,285	686,194
Future Community Infrastructure Reserve	2,013,802	54,784	(527,100)	1,541,486	2,013,802	54,784	(1,004,000)	1,064,586	1,568,683	0	34,620	(2,495)	1,600,808	536,222
Golf Course Cottage Reserve	27,167	639	0	27,806	27,167	639	0	27,806	27,264	0	601	0	27,865	59
Information Technology Reserve	0	0	0	0	0	500,000	0	500,000	0	500,000	0	0	500,000	0
Infrastructure Reserve	122,859	2,889	0	125,748	122,859	2,889	0	125,748	128,213	0	2,825	0	131,038	5,290
Rates Strategy Reserve	819,692	0	(819,692)	0	819,692	0	(819,692)	0	819,692	0	0	(819,692)	0	0
Refuse Reserve	8,606,073	202,401	(1,667,704)	7,140,770	8,606,073	202,401	(1,696,754)	7,111,720	8,636,810	0	132,781	(28,298)	8,741,293	1,629,573
Restricted Grants & Contributions Reserve	1,297,522	0	(1,297,522)	0	1,365,522	0	(1,365,522)	0	2,644,457	0	0	(987,973)	1,656,484	1,656,484
Settlement Agreement Reserve	157,743	0	0	157,743	157,743	0	0	157,743	157,743	0	1,297	0	159,040	1,297
Workers Compensation Reserve	342,176	0	(289,544)	52,632	342,176	0	(289,544)	52,632	210,503	181,674	1,730	0	393,907	341,275
Youth Engagement Reserve	270,000	0	(270,000)	0	270,000	0	(270,000)	0	270,000	0	0	(41,292)	228,708	228,708
Sub-Total Municipal Reserves	20,979,379	909,833	(7,088,083)	14,801,129	21,047,379	1,509,833	(7,689,033)	14,868,179	22,100,369	1,224,940	284,581	(2,022,465)	21,587,425	6,719,246
Developer Contribution Reserves														
DCA 1 - Hard Infrastructure - Bertram	1,738,315	489,830	(414,093)	1,814,052	1,738,315	489,830	(414,093)	1,814,052	1,743,837	0	40,641	0	1,784,478	(29,574)
DCA 2 - Hard Infrastructure - Wellard	1,953,717	487,102	0	2,440,819	1,953,717	487,102	0	2,440,819	1,969,898	36,864	46,203	0	2,052,965	(387,854)
DCA 4 - Hard Infrastructure - Anketell	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DCA 5 - Hard Infrastructure - Wandi	3,079,247	2,662,656	0	5,741,903	3,079,247	2,662,656	0	5,741,903	3,104,086	0	72,343	0	3,176,429	(2,565,474)
DCA 7 - Hard Infrastructure - Mandogalup West	8,537	27,097	0	35,634	8,537	27,097	0	35,634	8,567	0	118	0	8,685	(26,949)
DCA 8 - Soft Infrastructure - Mandogalup	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DCA 9 - Soft Infrastructure - Wand/Anketell	9,893,320	1,895,119	(488,318)	11,300,121	9,893,320	1,895,119	(488,318)	11,300,121	9,928,654	0	216,359	0	10,145,013	(1,155,108)
DCA 10 - Soft Infrastructure - Casuarina/Anketell	0	666,609	(7,117)	659,492	0	666,609	(7,117)	659,492	0	0	152	0	152	(659,340)
DCA 11 - Soft Infrastructure - Wellard East	4,323,240	958,816	(9,724)	5,272,332	4,323,240	958,816	(9,724)	5,272,332	4,374,577	59,136	102,566	(1,702)	4,534,577	(737,755)
DCA 12 - Soft Infrastructure - Wellard West	6,274,935	914,116	(15,637)	7,173,414	6,274,935	914,116	(15,637)	7,173,414	6,297,347	0	149,059	0	6,446,406	(727,008)
DCA 13 - Soft Infrastructure - Bertram	287,083	6,750	0	293,833	287,083	6,750	0	293,833	288,108	0	3,981	0	292,089	(1,744)
DCA 14 - Soft Infrastructure - Wellard/Leda	359,161	117,719	(6,704)	470,176	359,161	117,719	(6,704)	470,176	367,092	0	5,072	0	372,164	(98,012)
DCA 15 - Soft Infrastructure - City Site	160,443	61,328	(4,190)	217,581	160,443	61,328	(4,190)	217,581	161,124	0	2,239	0	163,363	(54,218)
Sub-Total Developer Contribution Reserves	28,077,998	8,287,142	(945,783)	35,419,357	28,077,998	8,287,142	(945,783)	35,419,357	28,243,290	96,000	638,732	(1,702)	28,976,321	(6,443,036)
Total Reserves	49,057,377	9,196,975	(8,033,866)	50,220,486	49,125,377	9,796,975	(8,634,816)	50,287,536	50,343,659	1,320,940	923,314	(2,024,167)	50,563,746	276,210

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 7: Disposal of Assets

Asset Number	Asset Description	YTD Actual				Budget			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
Motor Vehicles									
5596	Toyota Aurion Sportivo 3.5L Auto - Motor Vehicle - Dispose 1ENV377 (PL420)	26,484	13,464		(13,020)	26,170	15,000	0	(11,170)
5591	Holden Colorado LTZ 4x4 Auto - Motor Vehicle - Dispose 1EOB725 (PL421)	34,188	28,236		(5,952)	33,279	25,000	0	(8,279)
5827	Toyota Kluger AWD V6 - Motor Vehicle - 1EWF500 (PL466)	31,619	37,782	6,163		31,459	28,000	0	(3,459)
5605	Holden VF Evoke V6 Sportswagon - Motor Vehicle - Dispose 1EOB748 (PL422)	17,937	14,145		(3,791)	17,639	15,000	0	(2,639)
5630	Holden Colorado 7 4x4 LTZ - Motor Vehicle - Dispose 1EOX941 (PL425)	26,699	22,555		(4,144)	26,223	20,000	0	(6,223)
5600	Holden Colorado 7 4x4 LTZ - Motor Vehicle - Dispose 1EOO657 (PL430)	26,950	25,055		(1,896)	26,223	20,000	0	(6,223)
5604	Toyota Camry Altise 2.5L Sedan - Motor Vehicle - Dispose 1ENM243 (PL423)	14,496	10,530		(3,966)	14,243	15,000	757	0
5601	Holden Colorado 4x4 Crew Cab - Motor Vehicle - Dispose KWN1955 (PL424)	26,899	20,964		(5,936)	26,223	20,000	0	(6,223)
5648	Ford Ranger 4x4 PU XL - Motor Vehicle - Dispose KWN1946 (PL426)	22,297	21,645		(651)	22,112	20,000	0	(2,112)
5602	Holden Colorado 4 x4 Crew Cab - Motor Vehicle - Dispose KWN1953 (PL427)	26,342	21,645		(4,697)	26,223	20,000	0	(6,223)
5592	Holden Colorado 4 x4 Crew Cab Ute - Motor Vehicle - Dispose KWN1952 (PL428)	26,393	20,509		(5,884)	26,223	20,000	0	(6,223)
5043	Ford Ranger PX XL 4x4 Dual Cab - Motor Vehicle - Dispose KWN1817 (PL410)	24,487	23,009		(1,478)	24,105	20,000	0	(4,105)
5598	Holden Colorado 4x4 Crew Cab - Motor Vehicle - Dispose KWN1958 (PL433)	26,699	20,509		(6,190)	26,223	20,000	0	(6,223)
5622	Volkswagen Amarok Tdi Dual Cab - Motor Vehicle - Dispose KWN2000 (PL436)	0	0			31,590	20,000	0	(11,590)
4616	Ford Ranger PX XL 4x4 Dual Cab - Motor Vehicle - Dispose KWN1820 (PL385)	20,932	23,691	2,759		0	0	0	0
4600	Volkswagen Amarok Tdi Dual Cab - Motor Vehicle - Dispose KWN1893 (PL386)	27,562	16,825		(10,737)	0	0	0	0
4601	Volkswagen Amarok Tdi Dual Cab - Motor Vehicle - Dispose KWN1984	27,302	18,643		(8,659)	0	0	0	0
Furniture & Equipment									
4868	Single Seater Lounge - Solid Timber Frame (Library)	627	0		(627)	0	0	0	0
4869	Single Seater Lounge - Solid Timber Frame (Library)	627	0		(627)	0	0	0	0
5732	Laptop - Dell Latitude 3540	108	137	29		0	0	0	0
6070	Apple iPad Pro 9.7	780	775		(5)	0	0	0	0
5730	Apple iPhone 6	112	150	38		0	0	0	0
Plant & Equipment									
3287	2009 Hino 14T Tip Truck - Dispose KWN1761 (PL252)	0	0			81,808	80,000	0	(1,808)
3481	Mitsubishi Fuso Tip Truck - Dispose KWN1779 (PL289)	0	0			31,884	25,000	0	(6,884)
3075	Volvo L70F Loader - Dispose KWN624 (PL223)	0	0			92,795	80,000	0	(12,795)
5068	Mower Toro GM7200 - Dispose 1EJI080 (PL415)	16,339	6,000		(10,339)	16,112	4,000	0	(12,112)
4591	Mower Toro Zero Turn Grandmaster Ride on - Dispose 1EDW556 (PL390)	10,523	6,000		(4,523)	9,501	4,000	0	(5,501)
5624	Kubota Tractor 33HP & Slasher - Dispose 1EPN009 (PL441)	0	0			10,885	8,000	0	(2,885)
4602	Hino 500 Tip Truck 4x4 Truck - Dispose KWN1915 (PL391)	102,701	72,426		(30,274)	103,812	95,000	0	(8,812)
3187	Vermeer Wood Chipper - Dispose Sale 1TKV850 (PL253)	18,335	21,003	2,669		19,011	25,000	5,989	
2434	Volvo 710 Vhp Grader - Dispose KWN623 (PL49)	73,730	43,642		(30,088)	74,659	60,000	0	(14,659)
Various	Stihl Hedgetrimmers x 6	748	1,000	289	(36)	0	0	0	0
Various	Stihl Brushcutters x 6	812	1,091	279		0	0	0	0
Various	Clearing Saw Hedgetrimmers x 2	1,079	364		(716)	0	0	0	0
		633,807	491,795	12,226	(154,237)	798,399	659,000	6,746	(146,145)
Net Profit/(Loss)					(142,011)	(139,399)			

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 8: Rating Information	YTD Actual							Budget					
	Rate in	Number of Properties	Rateable Value	Rate Revenue	Interim Rates	Back Rates	Total Revenue	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue
RATE TYPE	\$		\$	\$	\$	\$	\$		\$	\$	\$	\$	\$
Differential General Rate													
Gross Rental Value (GRV)													
Improved Residential	0.07351	13,218	229,263,796	16,223,658	537,657	46,081	16,807,396	12,635	220,699,968	16,223,658	850,000	-	17,073,658
Vacant Residential	0.15769	799	8,375,520	1,385,002	(54,181)	(13,169)	1,317,652	469	8,783,070	1,385,002	-	-	1,385,002
Improved Special Residential	0.06515	834	19,250,191	1,256,013	(2,047)	-	1,253,966	808	19,278,791	1,256,013	-	-	1,256,013
Light Industrial and Commercial	0.08719	153	23,824,693	2,025,036	51,160	4,419	2,080,615	145	23,225,553	2,025,036	-	-	2,025,036
General Industry and Service Commercial	0.08246	353	36,570,381	2,943,173	61,460	299	3,004,932	336	35,692,132	2,943,173	-	-	2,943,173
Large Scale General Industry and Service Commercial	0.08559	52	47,159,680	4,105,511	(61,954)	(313)	4,043,244	47	47,967,180	4,105,511	-	-	4,105,511
Unimproved Value (UV)													
General Industrial	0.01696	3	121,200,000	2,055,552	-	-	2,055,552	3	121,200,000	2,055,552	-	-	2,055,552
Rural	0.00471	95	96,681,000	459,936	(2,654)	-	457,282	79	97,651,000	459,936	-	-	459,936
Mining	0.00817	27	38,616,000	306,710	7,603	4,996	319,309	23	37,541,000	306,710	-	-	306,710
Urban/Urban Deferred	0.00576	254	148,280,000	868,775	(4,800)	37,762	901,737	63	150,829,000	868,775	-	-	868,775
Sub-Totals		15,788	769,221,261	31,629,366	532,244	80,075	32,241,685	14,608	762,867,694	31,629,367	850,000	-	32,479,367
Minimum Payment	Minimum \$												
Gross Rental Value (GRV)													
Improved Residential	\$971	1,719	1,659,684	1,646,816	12,868	2,284	1,661,968	1,696	20,376,522	1,646,816	-	-	1,646,816
Vacant Residential	\$971	1,506	915,834	985,565	(69,731)	(18,876)	896,958	1,015	5,339,565	985,565	-	-	985,565
Improved Special Residential	\$971	7	6,552	5,826	726	-	6,552	6	84,900	5,826	-	-	5,826
Light Industrial and Commercial	\$1,263	26	32,838	32,838	-	-	32,838	26	267,341	32,838	-	-	32,838
General Industry and Service Commercial	\$1,263	38	47,994	46,731	1,263	-	47,994	37	318,902	46,731	-	-	46,731
Large Scale General Industry and Service Commercial	\$1,263	0	-	-	-	-	-	0	-	-	-	-	-
Unimproved Value (UV)													
General Industrial	\$1,263	0	-	-	-	-	-	0	-	-	-	-	-
Rural	\$971	9	8,739	8,739	-	-	8,739	9	1,071,000	8,739	-	-	8,739
Mining	\$1,263	18	17,011	16,419	592	-	17,011	13	28,647	16,419	-	-	16,419
Urban/Urban Deferred	\$1,263	156	44,876	17,682	27,194	1,512	46,388	14	2,051,600	17,682	-	-	17,682
Sub-Totals		3,479	2,733,528	2,760,616	(27,088)	(15,080)	2,718,448	2,816	29,538,477	2,760,616	-	-	2,760,616
		19,267	771,954,789	34,389,982	505,156	64,995	34,960,133	17,424	792,406,171	34,389,983	850,000	-	35,239,983
Concession							-						-
Amount from General Rates							34,960,133						35,239,983
Ex-Gratia Rates							-						-
Specified Area Rates							-						-
Totals							34,960,133						35,239,983

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 9: Information on Borrowings

(a) Debenture Repayments

Particulars	01 Jul 2017	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual	Original Budget	Actual	Original Budget	Actual	Original Budget	Actual	Original Budget
		\$		\$	\$	\$	\$	\$	\$
Governance									
Loan 99 - Administration Office Renovations	845,987	0	0	41,558	84,414	804,429	761,573	28,487	57,237
Loan 107 - Administration / Chambers Building Refurbishment	0	0	2,897,000	0	0	0	2,897,000	0	0
Education & Welfare									
Loan 96 - Youth Specific Space	171,398	0	0	11,562	23,558	159,836	147,840	6,584	13,606
Loan 100 - Youth Specific Space	1,521,312	0	0	0	0	1,521,312	1,521,312	39,502	81,250
Recreation and Culture									
Loan 94 - Wellard Sports Pavilion	248,482	0	0	21,486	43,658	226,996	204,824	6,285	16,802
Loan 95 - Orelia Oval Pavilion	411,355	0	0	27,748	56,540	383,607	354,815	15,802	32,655
Loan 97 - Orelia Oval Pavilion Extension	1,871,923	0	0	91,956	186,785	1,779,968	1,685,138	63,033	126,648
Loan 102 - Library & Resource Centre	7,421,567	0	0	0	0	7,421,567	7,421,567	188,041	386,720
Loan 104 - Recquatic Refurbishment	3,350,000	0	0	0	0	3,350,000	3,350,000	77,805	135,675
Loan 105 - Bertram Community Centre	1,296,840	0	0	0	0	1,296,840	1,296,840	24,991	50,827
Loan 106 - Destination Park - Calista	1,609,695	0	0	46,219	93,163	1,563,476	1,516,532	29,981	49,819
Transport									
Loan 98 - Streetscape Beautification	1,142,081	0	0	56,103	113,959	1,085,978	1,028,122	38,457	77,270
Loan 101 - City Centre Redevelopment	2,500,000	0	0	0	0	2,500,000	2,500,000	23,588	61,750
Self Supporting Loans									
Recreation and Culture									
Loan 103B - Golf Club Refurbishment	298,494	0	0	7,758	15,645	290,736	282,849	5,355	11,506
	22,689,134	0	2,897,000	304,389	617,722	22,384,745	24,968,412	547,913	1,101,765

(b) New Debentures

No new debentures were raised during the reporting period.

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

































Note 10: Trust Fund

Funds held at balance date over which the City has no control and which are not included in this statement are as follows:

Description	Opening Balance 01 Jul 2017	Amount Received	Amount Paid	Closing Balance 28 Feb 2018
	\$	\$	\$	\$
Hall Security Bonds	55,341	38,829	(23,988)	70,182
Footpath & Kerbing Security Deposits	857,177	0	(34,368)	822,809
Sports Forfeiture Security Deposits	200	0	0	200
Bus Hire Security Deposits	3,000	2,500	(500)	5,000
Demolition Security Deposits	16,334	0	(3,256)	13,078
Miscellaneous Deposits	70,351	12,500	0	82,851
Footpath Construction Bonds	2,000	0	0	2,000
Land Subdivision Bonds	506,810	10,492	(87,540)	429,762
Road Maintenance Bonds	293,234	0	0	293,234
Landscaping Subdivision Bonds	125,315	13,472	0	138,787
Planning Advertising Bonds	250	0	(250)	0
Mortimer Road - Community Trust	10,421	0	0	10,421
ATU Landscaping Bonds	3,168	0	(790)	2,378
Landscaping Development Bonds	56,822	7,655	0	64,477
Subdivision Handrails	15,395	0	0	15,395
APU Security Bonds	16,462	684	(1,450)	15,696
Councillor Nomination Deposits	0	720	0	720
DCA Contingency Bonds	729,967	89,411	0	819,378
Contiguous Local Authorities Group (CLAG)	200	0	0	200
Retention Funds	0	48,901	0	48,901
Public Open Space Cash In Lieu	49,608	150,453	0	200,061
	2,812,055	375,617	(152,142)	3,035,530



































CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 11: Capital Acquisitions

Assets	Total YTD Actual	Budget		YTD Budget	YTD Variance	Comment
		Adopted Annual Budget	Current Annual Budget			
	\$	\$		\$	\$	
<i>Level of completion indicator, please see table at the end of this note for further detail.</i>						
Buildings						
 Adventure Park - Calista Oval - Building Renewal	0	100,000	100,000	0	0	
 Sloan's Cottage - conservation works	0	5,000	5,000	0	0	
 Smirk's Cottage - conservation works	0	5,000	5,000	0	0	
 Wheatfield Cottage - conservation works	3,104	15,000	15,000	15,000	11,896	
 Zone Youth Centre - repaint external walls	0	20,000	20,000	0	0	
 Revolving Energy Fund	0	35,000	35,000	35,000	35,000	
 Sloan Reserve Toilets	0	40,000	0	0	0	Funds reallocated to Smirks Cottage Accessible Reserve Toilets OCM 13/09/17
 Smirks Cottage Accessible Reserve Toilets	0	0	40,000	0	0	Funds reallocated from Sloan Reserve Toilets OCM 13/09/17
 Youth Outdoor Space - Public Art	26,663	26,500	26,500	26,500	(163)	
 Kwinana Bowling Club shed replacement	0	18,000	0	0	0	Shed to be accounted for at Budget Review. City is contributing \$8k towards the project
 CFWD Dist B - DCA 13 - Local Sporting Ground with Community Sports	0	385,350	734,000	437,434	437,434	Funded from Future Community Infrastructure Review. Approved OCM 9/8/17.
 CWFD Dist C - DCA14 - Local Sporting Ground with pavilion extension	2,495	141,750	270,000	71,977	69,482	Funded from Future Community Infrastructure Review. Approved OCM 9/8/17.
 CFWD Signage - update signage from Town to City	0	110,000	110,000	0	0	Carry forward project from 16/17.
 Administration Building (existing) Building renewals	0	2,897,000	2,897,000	0	0	
 Banksia Park - Bollard/Light replacement	0	6,400	6,400	0	0	
 Banksia Park - Clubhouse kitchen - cabinet replacement	0	15,000	15,000	0	0	
 Banksia Park - Clubhouse - replace wooden framed door	0	2,500	2,500	0	0	
 Banksia Park - External Painting - 5 year program	0	20,000	20,000	0	0	
 Business Incubator - replacement of split system air conditioners	0	15,000	15,000	0	0	
 Wellard Pavilion Air Conditioning	0	11,000	11,000	0	0	
 Kwinana Out of School Care - replace air conditioners	0	15,000	15,000	0	0	
 Contingency (covers all unforeseen breakdowns and requests)	54,329	100,000	100,000	100,000	45,671	
 Callistemon Court APU - new garage block	0	40,000	40,000	0	0	
 Callistemon Court APU - carpet replacement	0	10,000	10,000	0	0	
 Callistemon Court APU - External Painting - 5 year program	0	20,000	20,000	0	0	
 CFWD Callistemon Court APU - Construction/installation of new footpath and letterboxes	9,020	10,000	10,000	10,000	980	
 Out of School Care - 2 Budden Way - Renewal of fence	9,650	20,000	20,000	20,000	10,350	Project completed.
 New Operations Centre	0	100,000	100,000	0	0	
 Bright Futures Family Day Care building to replace playroom, kitchenette and toy library	0	650,000	650,000	0	0	
 Darius Well Reception - Safety modifications	4,544	0	5,000	5,000	456	
 Recquatic ergonomic workstation refit	23,976	0	30,000	30,000	6,024	
 Buildings Total	133,781	4,833,500	5,327,400	750,911	617,130	

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 11: Capital Acquisitions

Assets	Total YTD Actual	Budget		YTD Budget	YTD Variance	Comment
		Adopted Annual Budget	Current Annual Budget			
	\$	\$		\$	\$	
Plant, Furniture and Equipment						
Furniture and Equipment						
 Banksia Park - replacement of furniture and equipment in the Clubrooms	0	5,000	5,000	0	0	
 Banksia Park - 3 x Rinnai continual Flow HWU	0	10,500	10,500	0	0	
 Banksia Park - 3 x Chef Elevated Oven Replacements	0	8,085	8,085	0	0	
 Banksia Park - Park Benches	0	4,500	4,500	0	0	
 Callistemon Court APU - Rinnai continual flow HWS	0	14,000	14,000	0	0	
 Callistemon Court APU - Chef elevated oven replacement	0	8,085	8,085	0	0	
 Darius Wells Library & Resource Centre - Furniture	0	1,000	1,000	0	0	
 John Wellard Community Centre - Furniture	0	2,000	2,000	0	0	
 William Bertram community Centre - Furniture	0	2,000	2,000	0	0	
 Library - Data projector & screen	0	5,000	5,000	0	0	
 Library - F & E Renewal	0	5,500	5,500	0	0	
 Office Furniture - furniture for new staff/staff relocations	0	12,000	12,000	0	0	
 Recquatic - Administration - Office Chairs	0	1,000	1,000	0	0	
 Recquatic - Administration - Staffroom fridge	0	1,000	1,000	0	0	
 Recquatic - Administration - Staffroom TV	0	500	500	0	0	
 Recquatic - Aquatics - Blanket buddy	0	8,000	5,000	0	0	
 Recquatic - Aquatics - Disability hoist 25 metre pool	0	6,000	9,000	9,000	9,000	Additional funds approved OCM 17/1/18.
 Recquatic - Aquatics - Defibrillator	0	3,000	3,000	0	0	
 Recquatic - Multi Purpose room - Mirrors	0	3,000	3,000	0	0	
 Recquatic - Cafe - Tables	0	2,000	2,000	0	0	
 Recquatic - Health & Fitness - New program equipment cost & replacement	0	2,500	2,500	0	0	
 Recquatic - Vacation Care/Crèche - Play Equipment	0	2,000	2,000	0	0	
 Youth Centre - Zone - Lounge entrance renovation	16,983	10,000	35,000	35,000	18,017	Additional funds from prior year surplus approved OCM 11/10/17.
 Defibrillators for City Facilities - Thomas Kelly, Orelia & one TBC	0	10,500	10,500		0	
 Diesel Generator for Computer Room	0	4,000	4,000		0	
 Darius Wells Christmas Tree/Decorations	9,884	0	10,000	10,000	116	Additional funds from prior year surplus approved OCM 11/10/17.
 CCTV for Wellard CBD - WA Police Grant State CCTV Strategy	96,836	0	98,967	25,784	(71,052)	Grant received from WA Police. Approved at OCM 22/11/17.
Computing Equipment						
 iPhones	0	20,000	20,000	0	0	
 Self Check Touchscreen Computer & Workstation	0	11,000	11,000	11,000	11,000	
 Fibre Link to the Skate Park and Adventure Park	38,178	40,000	40,000	40,000	1,822	
 AV Equipment - Projector Replacement	0	30,000	30,000	30,000	30,000	
 Backup/DR Software	0	3,750	3,750	3,750	3,750	
 VM Software	0	5,400	5,400	5,400	5,400	
 CFWD Various ICT Equipment for Strategic Information Technology Plan	0	146,850	146,850	135,850	135,850	

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

For the Period Ended 28 February 2018

Note 11: Capital Acquisitions

Assets	Budget					Comment
	Total YTD Actual	Adopted Annual Budget	Current Annual Budget	YTD Budget	YTD Variance	
	\$	\$		\$	\$	
Plant and Equipment						
Depot - Minor Plant	0	25,000	25,000	17,000	17,000	
Depot - Purchase of New Tip Truck - New Plant 527 - (Sale KWN1761)	0	195,000	195,000	145,000	145,000	Purchases have been postponed until review of plant replacement program is finalised.
Depot - Purchase of New Tip Truck - New Plant 528 - (Sale KWN1779)	0	85,000	112,000	112,000	112,000	Additional funds approved OCM 27/9/17.
Depot - Purchase of New Loader - New Plant 529 - (Sale KWN624)	0	270,000	270,000	270,000	270,000	Purchases have been postponed until review of plant replacement program is finalised.
Depot - Purchase of New Ride on Mower - New Plant 530	30,312	32,000	32,000	32,000	1,688	
Depot - Purchase of New Ride on Mower - New Plant 532	30,312	32,000	32,000	32,000	1,688	
Depot - Purchase of New Out-front ride on Mower - New Plant 531	32,567	30,000	30,000	30,000	(2,567)	
NAMS Tools	0	5,000	5,000	0	0	
Recquatic - Aquatics - Automatic pool cleaner	0	5,000	5,000	0	0	
Recquatic - Aquatics - Lane Rope (10)	0	8,000	8,000	0	0	
Recquatic - Aquatics - Pool Inflatable Device	0	15,000	15,000	15,000	15,000	
Recquatic - Swim School - Swim Platform	0	2,400	2,400	2,400	2,400	
CFWD Facilities - Soft fall tester	0	15,000	15,000	15,000	15,000	
CFWD Speed Alert Mobile Trailer for Driver Speed Education	24,660	26,290	26,290	26,290	1,630	
Computer Mounting Systems for City Assist Vehicles (KWN2061, KWN 2063, KWN2000, KWN1893)	0	9,091	9,091	9,091	9,091	
CFWD Fixed Variable Community Notice Board	0	70,000	70,000	70,000	70,000	
Transfer of Vehicle Isuzu FTS 3.4 Fire Tanker from DFES	500,293	0	0	0	(500,293)	Fire tanker fully funded by DFES.
Motor Vehicles						
Director City Living - Purchase & Sale - Sale 1ENV377 PL420	38,884	56,000	56,000	56,000	17,116	
Director Infrastructure - Purchase & Sale - Sale 1EOB725 PL421	0	56,000	56,000	56,000	56,000	No longer required. Adjustment will be made during budget review process.
Manager Marketing - Purchase & Sale - Sale 1EOB748 PL422	38,584	41,000	41,000	41,000	2,416	
Manager Engineering - Purchase & Sale - Sale 1EOX941 PL425	40,504	41,000	41,000	41,000	496	
Manager Works Depot - Purchase & Sale - Sale 1EOO657 PL430	37,092	41,000	41,000	41,000	3,908	
Building Assets Coordinator - Purchase & Sale - Sale 1ENM243 PL423	32,546	38,000	38,000	38,000	5,454	
Compliance Officer - Purchase & Sale - Sale KWN1955 PL424	33,989	41,000	41,000	41,000	7,011	
Development Engineer - Purchase & Sale - Sale KWN1946 PL426	34,379	41,000	41,000	41,000	6,621	
Engineer Designer - Purchase & Sale - Sale KWN1953 PL427	39,534	41,000	41,000	41,000	1,466	
Project Coordinator - Purchase & Sale - Sale KWN1952 PL428	38,737	41,000	41,000	41,000	2,263	
Parks Supervisor - Purchase & Sale - Sale KWN1817 PL410	38,737	41,000	41,000	41,000	2,263	
Streetscape Maintenance Officer - Purchase & Sale - Sale KWN1958	34,498	41,000	41,000	41,000	6,502	
Senior Essential Services - Purchase & Sale - Sale KWN2000 PL436	39,461	41,000	41,000	41,000	1,539	
Chief Executive Officer - Purchase & Sale - Sale 1EWF500 P466	57,849	63,000	63,000	63,000	5,151	
Director City Regulation Vehicle - Purchase only - New Plant 511	48,150	56,000	56,000	56,000	7,850	
Tree Officer - Purchase only - New Plant 512	35,541	41,000	41,000	41,000	5,459	
Plant , Furniture and Equipment Total	1,368,510	1,932,951	2,093,918	1,801,565	433,055	






























CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 11: Capital Acquisitions

Assets	Budget					Comment
	Total YTD Actual	Adopted Annual Budget	Current Annual Budget	YTD Budget	YTD Variance	
	\$	\$		\$	\$	
Park and Reserves						
Annual upgrade of parks as per Parks for People strategy - Rogan Park, Bertram small scale skate park, shade sail on play equipment, Honeywood park exercise equipment	32,792	216,000	134,000	134,000	101,208	Project funds redistributed to Honeywood, Prince and Gawler.
Annual upgrade of Parks as per Parks for People Strategy - Honeywood	0	0	55,000	0	0	Funds distributed from Parks for People Strategy.
Annual upgrade of Parks as per Parks for People Strategy - Prince	1,500	0	35,000	0	(1,500)	Funds distributed from Parks for People Strategy.
Annual upgrade of Parks as per Parks for People Strategy - Gawler	1,000	0	12,000	0	(1,000)	Funds distributed from Parks for People Strategy.
Bore - current condition 5 cubicle & pump replacement	65,595	75,000	75,000	75,000	9,405	
Bore - Forward renewal/replacement as per annual program	57,359	105,000	105,000	105,000	47,641	
Bowling Club Green replacement	0	220,000	220,000	0	0	Kwinana Bowling Club is contributing 50% funding towards this project.
Calista Oval - Fencing & Bollards replacement	55,819	60,000	60,000	60,000	4,181	
Sanctuary Drive - Firebreak Construction - Dual Use Path - Limestone	0	15,000	15,000	0	0	
Goal post renewal	0	5,000	5,000	0	0	
KIA Tree Planting Program	7,176	130,000	130,000	38,834	31,658	
Kwinana Adventure Park - Bin Enclosure	0	40,000	40,000	0	0	
Kwinana Tennis Courts - Fencing	0	80,000	80,000	0	0	
Park Furniture/Lights	0	6,000	6,000	6,000	6,000	
Street Tree Planting Program - Bertram Stage 1 - 45	0	120,000	120,000	0	0	
Wells Beach Foreshore Upgrade (Park and Boating Facility)	0	466,526	466,526	241,241	241,241	
Installation of fencing in City Reserves to prevent illegal dumping	29,026	50,000	50,000	50,000	20,974	
Mortimer Road Landscaping	0	51,500	51,500	51,500	51,500	
Wellard Village Nature Play Park - BBQ	0	10,000	10,000	10,000	10,000	
Medina Oval - Lighting	0	150,000	300,000	150,000	150,000	Additional funds approved from prior year surplus distribution OCM 11/10/17.
Kwinana Netball Courts - Lighting and Additions	29,084	155,185	157,185	157,185	128,101	Additional \$2k approved OCM 22/11/17.
CFWD Thomas Oval Netball Court Renewal	0	2,000	0	0	0	Reallocation of funds to Kwinana Netball Courts as approved at OCM 22/11/17.
Playground Renewal - Gawler Way POS	1,407	35,000	35,000	35,000	33,593	
Playground Renewal - Wells Park	0	35,000	35,000		0	
CFWD Calista Oval Destination Park - Adventure Playground	5,757	42,232	42,232	42,232	36,475	
CFWD Kwinana Outdoor Youth Space KOYS - Skate Park	345,866	40,000	20,000	20,000	(325,866)	Project now complete. Additional expenditure funded by 16/17 carry forward and grants received.
Family Day Care - Playground Equipment and Landscaping behind office	0	101,569	101,569		0	
Parks and Reserves Total	632,381	2,211,012	2,361,012	1,175,992	543,611	













CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 11: Capital Acquisitions

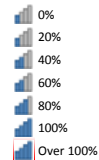
Assets	Total YTD Actual	Budget				Comment
		Adopted Annual Budget	Current Annual Budget	YTD Budget	YTD Variance	
	\$	\$		\$	\$	
Roads						
Urban Road Grant Construction						
 Anketell Road (a) - 230m to 430m West of McLaughlan Road	0	93,847	93,847	93,847	93,847	
 Anketell Road (b) - 200m west to 360m east of Abercrombie & west bound	794	275,283	275,283	275,283	274,489	
 Anketell Road (c) - 460m to 1000m east of Abercrombie Road	108,734	119,157	119,157	119,157	10,423	
 Anketell Road (d) - 300m west of Armstrong to 180m east of Armstrong	159,573	240,252	240,252	240,252	80,679	
 Cockburn Road - Rockingham to 70m North West of Rockingham Road	46,466	75,348	75,348	75,348	28,882	
 Gilmore Ave & Wellard Rd to Sloan Drive North & South Bound	165,182	222,008	222,008	222,008	56,826	
 Ocean Street - Rockingham Road to 100 metres East - Resurfacing	0	53,820	140,000	82,548	82,548	Additional funds approved OCM 17/1/18.
 Sulphur Road - Roundabout at intersection of Durrant Ave	40,250	45,209	45,209	45,209	4,959	
Roads to Recovery Grant Construction						
 Beacham Place - Road Upgrade and formalise cul de sac	106,384	95,000	95,000	95,000	(11,384)	Engineering will allocate future savings from other capital works towards this project.
 Cockman Way - Road Resurfacing and upgrade including kerb & footpath	326,345	332,000	332,000	55,000	(271,345)	
 Dalrymple Drive - resurfacing of various Roundabouts and chicane red laterite	78,555	85,000	85,000	0	(78,555)	
 Partridge Street - Pavement rehabilitation including cul de sac & footpath	150,765	190,000	190,000	0	(150,765)	
 Summerton Road - Intersection Improvement - Pre deflection Medina and Calista Avenues	0	0	99,000	0	0	Additional funds approved OCM 22/11/17.
 Freckleton Road - Cul de sac resealing	0	0	35,000	0	0	Additional funds approved OCM 22/11/17.
Municipal Road Construction						
 Minstrell Road Bertram - Removal of Slow Point	10,825	20,000	11,000	11,000	175	Transfer of funds approved OCM 27/9/17.
 The Strand & Runnymede Gate intersection - John Wellard Community Centre	20,837	20,000	20,000	20,000	(837)	Project completed.
 Beauchamp Loop & Wellard - Installation of Traffic Calming Devices	4,335	35,000	17,000	17,000	12,665	Transfer of funds approved OCM 27/9/17.
 Traffic Calming Devices Repair	11,171	25,000	25,000	25,000	13,829	
 Bingfield Road West & Tucker Street Medina - Installation of Traffic Calming Devices	21,070	40,000	32,000	32,000	10,930	Transfer of funds approved OCM 27/9/17.
 CFWD Bertram Road Dual Carriageway	0	81,090	0	0	0	Bertram Road dual carriageway project - completed 16/17; Western Power transformer not required.
 CFWD Johnson Road realignment roadworks	378,424	491,681	572,771	572,771	194,347	Additional funds approved OCM 22/11/17.
 Roads Total	1,629,710	2,539,695	2,724,875	1,981,423	351,713	
Street Lighting						
 Replacement of solar light damaged by third party - Insurance claim	1,415	0	0	0	(1,415)	Additional funds to match reimbursement received from insurance.
 Replacement of solar light damaged by third party - Insurance claim	0	0	0	0	0	Additional funds to match reimbursement received (16/17) from insurance.
 Latitude 32 lighting change from solar	0	0	382,474	382,474	382,474	Additional funds approved OCM 11/10/17 & OCM 13/12/17.
 Street Lighting	0	42,436	42,436	0	0	
 Street Lighting Total	1,415	42,436	424,910	382,474	381,059	
Bus Shelter Construction						
 Bus Shelter Construction	0	51,500	51,500	25,750	25,750	
 Bus Shelter Construction Total	0	51,500	51,500	25,750	25,750	

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 11: Capital Acquisitions

Assets	Total YTD Actual	Budget				Comment
		Adopted Annual Budget	Current Annual Budget	YTD Budget	YTD Variance	
	\$	\$		\$	\$	
Footpath Construction						
 Footpath Construction - Mortimer Road	3,119	92,500	92,500	72,500	69,381	
 Footpath Construction - Bertram Road	126,365	87,500	117,500	117,500	(8,865)	Additional funds approved OCM 11/10/17.
 Footpath Construction - between Adventure Park and Gilmore Avenue	5,590	130,000	150,000	150,000	144,410	Additional funds approved OCM 11/10/17.
 Footpath Construction Total	135,074	310,000	360,000	340,000	204,926	
Drainage Construction						
 Lot 1 Challenger Ave (Nutrient Stripping Basin) - Transfer of land	0	120,000	0	0	0	Challenger Avenue drainage to be completed by Developer. Transfer of funds to Rollings Crescent drainage approved OCM 27/9/17.
 Rollings Crescent Drainage Upgrade	0	0	155,000	31,000	31,000	Additional funds approved OCM 27/9/17.
 Outfall Drainage nets at various stormwater outlet locations in Leda	0	20,000	20,000	14,000	14,000	
 Drainage Construction Total	0	140,000	175,000	45,000	45,000	
Car Park Construction						
 Medina Oval - Bituminise entrance & Carpark	3,973	141,311	141,311	0	(3,973)	
 CFWD Construction of Carpark at the Skate Park	171,451	30,000	30,000	30,000	(141,451)	Works to finalise the Edge Skatepark carpark were completed in 17/18. Majority of works were expected to be completed in 16/17, funds have been carried forward as part of finalising the 16/17 Financial Statements to offset the timing of the works. A budget adjustment for this will occur during the Budget Review process.
 Car Park Construction Total	175,424	171,311	171,311	30,000	(145,424)	
 Capital Expenditure Total	4,076,295	12,232,405	13,689,926	6,533,115	2,456,820	

Level of Completion Indicators (Percentage YTD Actual to Annual Budget)



CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 12: Schedule of Grants, Subsidies & Contributions

Description	Current Annual Budget	YTD Actual as at 28/2/2018	Comments
Operating Grants, Subsidies & Contributions			
Community Amenities			
DCA 1 - Hard Infrastructure - Bertram	-	-	Reclassified as capital contributions
DCA 2 - Hard Infrastructure - Wellard	-	-	Reclassified as capital contributions
DCA 5 - Hard Infrastructure - Wandi	-	-	Reclassified as capital contributions
DCA 7 - Hard Infrastructure - Mandogalup (West)	-	-	Reclassified as capital contributions
DCA 9 - Soft Infrastructure - Wandil / Anketell	-	-	Reclassified as capital contributions
DCA 10 - Soft Infrastructure - Casuarina/Anketell	-	-	Reclassified as capital contributions
DCA 11 - Soft Infrastructure - Wellard East	-	-	Reclassified as capital contributions
DCA 12 - Soft Infrastructure - Wellard West	-	-	Reclassified as capital contributions
DCA 14 - Soft Infrastructure - Wellard / Leda	-	-	Reclassified as capital contributions
DCA 15 - Soft Infrastructure - Townsite	-	-	Reclassified as capital contributions
PTA Bus Shelter Subsidy	12,000	-	Received 16/17
Keep Australia Beautiful Committee - Community Litter Grant	-	7,273	Milestone payment received
SMCC - Challenger Beach Coastal Rehab	16,000	-	South Metro Coast Care
SMCC - KIC Coastcare in the KIA	10,000	-	South Metro Coast Care
SMCC - BP Coastcare	10,000	-	South Metro Coast Care
SMCC - Perth Region NRM for SMCC	5,000	-	South Metro Coast Care
SMCC - Tronox Adopt a Beach	5,000	-	South Metro Coast Care
SMCC - Degremont Adopt a Beach	5,000	-	South Metro Coast Care
NATE - Seedling Subsidy Scheme	2,000	-	
NATE - Bushland Reserves Grass Weed Control Pgm	-	1,818	Armana Holdings - contribution for weed control in Sunrise Estate
National Australia Bank - Bushtucker Presentation	-	135	
Dept of Transport - Bike Plan	25,000	-	
Education and Welfare			
Banksia Park Management Fees	318,349	212,160	
Family Day Care Subsidy - Aboriginal Resource Worker	30,500	22,886	
Family Daycare - NGALA My Time Program	8,800	7,920	
Family Daycare - Mainstream Childcare Benefit Subsidy	3,000,000	2,492,888	
Family Daycare - Subsidy Other	45,000	31,436	
Family Daycare - Inclusion Subsidy Scheme	5,000	12,737	
Operational Subsidy - General (F)	75,000	47,263	In Home Care Subsidy ends 30/6/17
CCB Subsidy (F)	1,500,000	974,645	
Subsidy Other	10,000	1,147	
Youth Social Justice Program (S)	174,400	128,886	Outreach Services annual grant paid quarterly
Youth Centre - National Youth Week	1,000	-	Sponsorship not secured
Youth Centre - LYRIK Program	35,000	35,000	Lyrik Program Sponsorship
Youth Centre - Youth Pathways Strategy	2,000	-	
Youth Centre - Skate Park Activation & Festival	10,000	-	Sponsorship not secured
General Purpose Funding			
Local Government General Purpose Grant	741,738	276,629	Decrease in expected grant receivable in current year, as \$386k was received in last financial year (June 2017)
Local Government General Purpose Grant - Roads	712,536	251,217	Decrease in expected grant receivable in current year, as \$397k was prepaid in last financial year (June 2017)
Non Rateable Property - Dampier to Bunbury Natural Gas Pipeline Corridor	191,000	-	
Health			
Contributions & Donations Other	50,996	16,249	Developer Contributions for mosquito management less than expected. Decrease in corresponding expenditure.
Department of Health	15,000	-	To be transferred to CLAG Reserve
Law Order & Public Safety			
Department Fire and Emergency Services	157,800	78,900	DFES annual operating grant
Department Fire and Emergency Services	-	15,212	To cover short fall in 2016/17 annual operating grant
Department Fire and Emergency Services	67,778	3,266	Memorandum of Understanding currently being reviewed
Recreation & Culture			
Arts - Harmony & Reconciliation	5,000	-	
Tianqi Lithium Australia Sponsorship	-	5,000	Arts - New Initiatives - Music Program in Schools
Alcoa of Australia	-	15,000	Arts - New Initiatives - Music Program in Schools
Rock Symphony - Healthway	15,000	15,000	
Rock Symphony - Fremantle Port Authority	5,000	10,000	
Rock Symphony - Wesfarmers Chemicals	10,000	10,000	
Lotterywest Sponsorship - Childrens Festival	20,000	20,000	
Alcoa of Australia Sponsorship - Childrens Festival	15,000	15,000	
Arts - Youth Festival - 18 November 2017	10,000	-	Sponsorship not secured
Recreation - Club Development Officer	35,000	35,000	
Recreation - KidSport (Dept of Sport & Rec)	150,000	75,000	
Recreation - Silversport (Dept of Sport & Rec)	77,500	-	Silversport program cancelled by Department Sports & Rec
Library Contributions & Donations	7,700	3,593	
Bowling Club Contribution to Shed	8,000	-	
Grounds - Bertram Oval	14,558	7,588	Dept of Education 50% contribution for use of Bertram Oval
Grounds - Gilmore Senior Oval	20,000	11,394	Dept of Education contribution for use of Gilmore College Senior Oval
Grounds - Gilmore Hockey Oval	12,000	7,181	Dept of Education contribution for use of Gilmore Hockey Senior Oval
Requatic Holiday Program DEDU payments	78,421	60,022	
Volunteer Centre - Thank a Volunteer Event (May)	1,500	-	
Transport			
Main Roads Annual Direct Grant	173,202	99,749	Department scaled back grants in lieu of raising vehicle licensing and registration costs.
Main Roads Street Light Subsidy	5,000	-	
Main Roads Maintenance Contribution	68,391	69,770	For the maintenance of Perth/Bunbury Highway & Thomas Road Verge. \$10k extra received for pruning program.
Wandi Developments Contribution	-	8,400	Payment for remedial planting
Total Operating Grants, Subsidies & Contributions	7,973,169	5,085,363	

CITY OF KWINANA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2018

Note 12: Schedule of Grants, Subsidies & Contributions

Description	Current Annual Budget	YTD Actual as at 28/2/2018	Comments
Non-Operating Grants, Subsidies & Contributions			
Community Amenities			
DCA 1 - Hard Infrastructure - Bertram	447,959	127,890	Originally classified as operating contribution
DCA 2 - Hard Infrastructure - Wellard	441,662	257,732	Originally classified as operating contribution
DCA 5 - Hard Infrastructure - Wandie	2,589,913	624,121	Originally classified as operating contribution
DCA 7 - Hard Infrastructure - Mandogalup (west)	27,097	13,729	Originally classified as operating contribution
DCA 9 - Soft Infrastructure - Wandie / Anketell	1,894,919	190,224	Originally classified as operating contribution
DCA 10 - Soft Infrastructure - Casuarina/Anketell	433,934	239,940	Originally classified as operating contribution
DCA 11 - Soft Infrastructure - Wellard East	857,478	690,674	Originally classified as operating contribution
DCA 12 - Soft Infrastructure - Wellard West	766,540	160,201	Originally classified as operating contribution
DCA 14 - Soft Infrastructure - Wellard / Leda	109,305	116,219	Originally classified as operating contribution
DCA 15 - Soft Infrastructure - Townsite	57,476	19,542	Originally classified as operating contribution
Law Order & Public Safety			
WA Police Grant	98,967	98,967	CCTV in Wellard CBD
Department Fire & Emergency Services	-	500,293	DFES Fire Tanker 1GJJ940
Recreation & Culture			
Department of Infrastructure	20,000	20,000	Honeywood Park Exercise Equipment
Kwinana Bowling Club - Greens	110,000	-	Kwinana Bowling Club managing project and contributing funds (50%)
Kwinana Tennis Court Fencing	26,650	-	Grant application unsuccessful
Wellard Village Park - BBQ	5,000	-	
CSRFF Funding	150,000	-	Medina Oval Lighting
Edge Skatepark - Lotterywest	-	203,624	Lotterywest funding
Edge Skatepark - DLGSCI	-	62,500	Dept Sport & Rec
Transport			
Anketell Road (a) - 230m to 430m West of McLaughlan Road	62,565	25,026	Urban Road Grant
Anketell Road (b) - 200m west to 360m east of Abercrombie & west bound - 100m east to 230m	183,522	73,409	Urban Road Grant
Anketell Road (c) - 460m to 1000m east of Abercrombie Road	79,438	63,550	Urban Road Grant
Anketell Road (d) - 300m west of Armstrong to 180m east of Armstrong	160,168	64,067	Urban Road Grant
Cockburn Road - Rockingham to 70m North West of Rockingham Road - Resurfacing	50,232	20,093	Urban Road Grant
Gilmore Ave, Wellard Rd to Sloan Drive North & South Bound lanes - Resurfacing	148,005	59,202	Urban Road Grant
Ocean Street - Rockingham Road to 100 metres East - Resurfacing	63,813	14,352	Urban Road Grant including additional grant received as per OCM 17/1/18
Sulphur Road - Roundabout at intersection of Durrant Ave - Resurfacing	30,139	24,112	Urban Road Grant
Beacham Place - Road Upgrade and formalise cul de sac	95,000	-	Roads to Recovery Funding
Cockman Way - Road Resurfacing and upgrade including kerb & footpath	332,000	332,000	Roads to Recovery Funding
Dalrymple Drive - resurfacing of various Roundabouts and chicane red laterite	85,000	85,000	Roads to Recovery Funding
Partridge Street - Pavement rehabilitation including cul de sac upgrade and footpaths	145,885	13,936	Roads to Recovery Funding
Summerton Road Intersection Improvement	66,000	26,400	Black Spot Grant as per OCM 22/11/17
Street light replacement	96,424	97,839	Insurance Claim for Solar lights to grid as per OCM 13/12/17
Total Non-Operating Grants, Subsidies & Contributions	9,635,091	4,224,641	

16.2 Review of Local Commercial Activity Centre Improvement Grant Funding Policy

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

Council at its meeting of 8 February 2017 adopted the *Local Commercial Activity Centre Improvement Grant Funding Policy* (the Policy). The Policy allowed for a trial of a local business funding grant, which in part recognised that the City had invested significantly in the Kwinana City Centre and Wellard in recent years, with less investment in other commercial centres.

The Policy was to be reviewed after the first year of implementation to determine how successful the programme was and whether it should be continued.

An analysis of the successful grants is included in the discussion section of this report, along with some minor amendments to the policy.

A budget allocation has been included within the draft budget for the 2018/19 financial year, which would support at least 10 applications (based on a grant up to a maximum of \$3,000). Council will consider the budget allocation as part of the adoption of the budget at a future meeting.

Provision has been included in the Policy to allow for applications from the Medina Industrial Area. These applications would be considered on a matching funding basis, up to the maximum grant of \$3,000.

OFFICER RECOMMENDATION:

That Council:

1. Adopt the amended Local Commercial and Activity Centre Improvement Grant Funding Policy, as outlined in Attachment A; and
2. Nominate Cr _____, Cr _____ and Cr _____ to the Local Commercial and Activity Centre Improvement Grant Funding Panel.

DISCUSSION:

The City approved 16 grants, of which 11 were completed at the time of this report. A small number of agreements were not pursued by the applicants for a variety of reasons, such as the sale of the business. The applicants provided positive feedback on the process and outcomes of the programme.

Some grants allowed for aesthetic upgrades of facilities, whilst others paid for internal capital improvements. Arguably, the internal capital improvements allowed for the continued or even improved the viability of the business, however the aesthetic improvements were more in keeping with the intention of the grant, which was to recognise the disparity in the spending on aesthetic upgrades in the Kwinana City Centre and Wellard. With this in mind, it is recommended that the policy be amended to place greater emphasis on external upgrades to buildings.

16.2 REVIEW OF LOCAL COMMERCIAL ACTIVITY CENTRE IMPROVEMENT GRANT FUNDING POLICY

In addition to this, the City's only light industrial area, in Medina, may benefit from the application of the Policy. Whilst general industrial areas are predominantly focused on manufacturing or warehousing, light industry often includes an element of retail. It is recommended that the grant be extended to this area for external upgrades, such as funding fencing and façade improvements. Any application received in the light industrial area in Medina will require the applicant to at least match the funding requested (note, the maximum funding amount is \$3,000). Any application received for the Calista, Medina, Orelia and Parmelia local commercial centres do not require the applicant to match the funding requested.

The original Policy stated that it was only intended for the 2017/18 financial year, however given the success and greater awareness of the grant, it is recommended that the policy be modified and adopted, to be reviewed triennially.

Modifications to the Policy include that the successful applicants will agree to allowing the upgrade being used in the City's promotional media. Whilst this has not been an issue to date, it is considered that the clause be inserted to allow the City to better publicise the support it gives to local businesses.

The Policy has also been amended to include a clause that recognises that some preference will be given to applicants who have not received grant funding in the immediate past round. The preference will be given by way of a weighting to a multi-criteria assessment of the options, as set out in the appendix of the Policy.

To ensure that local businesses are aware of the grant opportunities, City Officers will promote the programme through targeted mail and visitations of the eligible precincts.

LEGAL/POLICY IMPLICATIONS:

There are no specific provisions in the *Local Government Act 1995* (the Act) relating to the distribution of grants by local governments. However, authority for such a grant programme can be found in sections 3.1 and 3.18 of the Act.

FINANCIAL/BUDGET IMPLICATIONS:

There are no financial implications related to the review of the Policy. The funding for the programme is subject to annual budgeting decisions by Council.

An allocation of \$30,000 has been included in the 2018/2019 draft Budget.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications related to this item.

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications related to this item.

16.2 REVIEW OF LOCAL COMMERCIAL ACTIVITY CENTRE IMPROVEMENT GRANT FUNDING POLICY

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following objectives detailed in the Strategic Community Plan:

Plan	Outcome	Objective
Strategic Community Plan 2017 – 2027	A thriving local economy	2.5 Stimulate economic development and encourage diversification

COMMUNITY ENGAGEMENT:

Community engagement will take place through the calling for Expressions of Interest and City Officers will work to engage with eligible businesses.

RISK IMPLICATIONS:

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

Risk Event	Inadequate processes leave applicants feeling that the process was unfair or that the best outcomes were not achieved.
Risk Theme	Inadequate engagement practices
Risk Effect/Impact	Reputation
Risk Assessment Context	Operational
Consequence	Minor
Likelihood	Unlikely
Rating (before treatment)	Low
Risk Treatment in place	Accept - do nothing, accept its full impact
Response to risk treatment required/in place	The transparent policy and selection process provides for the clear assessment of applications.
Rating (after treatment)	Low

16.2 REVIEW OF LOCAL COMMERCIAL ACTIVITY CENTRE IMPROVEMENT GRANT FUNDING POLICY

COUNCIL DECISION

137

MOVED CR W COOPER

SECONDED CR S LEE

That Council:

- 1. Adopt the amended Local Commercial and Activity Centre Improvement Grant Funding Policy, as outlined in Attachment A; and**
- 2. Nominate Councillor Wendy Cooper, Councillor Sandra Lee and Councillor Sheila Mills to the Local Commercial and Activity Centre Improvement Grant Funding Panel.**

**CARRIED
6/0**

Council Policy

Local Commercial and Activity Centre Improvement Grant Funding



Council Policy

Local Commercial Activity Centre Improvement Grant Funding

D18/15834

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 complement 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 (including the Light Industrial Area)
- Parmelia
- Calista
- Orelia

3.2 Term of Policy

This Policy shall be reviewed following a period of three years. Funding for the programme is subject to annual budget allocations as determined by Council.

4. Definitions

There are no specific definitions associated with this Policy.

5. Policy Statement

The City of Kwinana's Strategic Community Plan 2017 - 2022 identifies 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 programme, 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, and two City Officers to be appointed by the CEO, who will assess the applications against the eligibility assessment criteria for the Local Commercial and Activity Centre Improvement Grant Funding programme.

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 permanently affixed to the property (permanent outdoor signage is an eligible expense) or 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, 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, 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 if the value exceeds \$1000. 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;
- 5.2.9** Applications for grants in areas zoned Light Industry under Town Planning Scheme No.2, will be limited to funding under parts 5.1.1 and 5.1.2, only and will be on a matching dollar basis; and
- 5.2.10** Successful applicants must enter into an agreement with the City. The agreement must include the following information:
- agreement to allow the City to promote the programme, the City's support and the outcomes through the City's media;
 - agreed scope of benefits to the business and the community;
 - 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.

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 maximum grant allocated to an individual project will be \$3,000;
- 5.3.8** Preference will be given to applicants who have not received funding in the round immediately preceding the current round of funding;
- 5.3.9** Preference will be given to applications that focus on the external aesthetics of the premises and the amenity of the area.
- 5.3.10** An evaluation matrix is included in Appendix One.

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	Outcome	Objective
Strategic Community Plan 2017 - 2027	A thriving local economy	2.5 Stimulate economic development and encourage diversification

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	
Review dates and resolution No #	Nil
Next review due date	Prior to April 2021
Legal Authority	There are no specific provisions in the <i>Local Government Act 1995</i> 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 <i>Local Government Act 1995</i> .
Directorate	City Strategy

Department	Economic Development
Related documents	<p>Acts/Regulations <i>Local Government Act 1995</i></p> <p>Plans/Strategies Strategic Community Plan 2017 – 2027 Corporate Business Plan 2017 – 2022</p> <p>Policies Nil</p> <p>Work Instructions To be written</p>

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

Appendix One

Evaluation Matrix

Each application will be scored by the *Commercial and Activity Centre Improvement Grant Funding Panel* by the following evaluation matrix. All scores will then be added to create a final score to rank applications.

Criteria	Maximum Score
The leveraging of private funds as a result of the grant	10
The benefit to the community	10
The extent to which the proposal brings new products or services to the community;	10
The extent to which the proposal demonstrates financial viability or sound management;	10
The extent to which the project is ready to be implemented (investment ready);	10
The equal distribution of the funds based upon geographic location (to the degree that this is practical based upon quality of submissions);	10
SUBTOTAL	
If no previous grant secured in previous round	+20% OF SUBTOTAL
If outcome is focused on external aesthetics	+20% OF SUBTOTAL
TOTAL	

16.3 Proposed Disposition by way of lease of a portion of Reserve 24571: Lot 505 Brownell Crescent, Medina (Girl Guides Western Australia Inc.)

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

The City of Kwinana, in accordance with section 18 of the *Land Administration Act 1997* has been granted Ministerial consent to lease a portion of Reserve 24571 to Girl Guides Western Australia Inc. (Girl Guides WA Inc.). A copy of the approval is provided as Annexure 3 of the lease agreement, as detailed in Attachment A.

Section 3.58(4)(c) of the *Local Government Act 1995* requires the market value of the disposition to be ascertained by a valuation carried out not more than 6 months before the proposed disposition. The valuation of the subject property was undertaken on 3 March 2017. Whilst this is more than 6 months before the disposition it is believed the valuation amount will not have changed significantly to affect the original valuation. Section 3.58(4)(c)(ii) allows for a local government to declare by resolution that it believes a valuation carried out more than six months before the proposed disposition is a true indication of the value at the time of the proposed disposition.

This report seeks Council approval to authorise the Chief Executive Officer and Mayor to execute the lease agreement between the City of Kwinana and the Girl Guides WA Inc., in relation to a portion of Reserve 24571, as detailed in Attachment A. Executing the lease agreement will formalise the existing arrangements that are in place.

OFFICER RECOMMENDATION:

That Council:

1. Note that the City of Kwinana, in accordance with Regulation 30 of the *Local Government (Functions and General) Regulations 1996*, is not required to advertise the disposal of local government property by way of lease agreement, as the tenant is a body, the object of which is of a charitable nature, as detailed in Attachment B.
2. Declare the valuation undertaken on 3 March 2017 carried out more than 6 months before the proposed disposition to be a true indication of the value at the time of the proposed disposition.
3. In accordance with the City of Kwinana's Leasing of Community Facilities Policy and 2017/2018 Fees and Charges, approve the proposed peppercorn rent as \$108 per annum.
4. Authorise the Chief Executive Officer and Mayor to execute the lease agreement as detailed in Attachment A and make any modifications where the intent of the lease agreement does not change, in relation to a portion of Reserve 24571, between the City of Kwinana and Girl Guides Western Australia Inc.

NOTE – AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

16.3 PROPOSED DISPOSITION BY WAY OF LEASE OF A PORTION OF RESERVE 24571: LOT 505 BROWNELL CRESCENT, MEDINA (GIRL GUIDES WESTERN AUSTRALIA INC.)

DISCUSSION:

Girl Guides Western Australia Inc. is a not-for-profit organisation, a member organisation of Girl Guides Australia Inc. and the World Association of Girl Guides and Girl Scouts (WAGGGS). In addition, it is a registered charity with the Australian Charities and Not-for-Profits Commission (as per Attachment B). With a membership of over 10 million girls and women in 145 countries, WAGGGS is the largest all-female organisation in the world. Established in 1915, its mission is to empower girls and young women to grow into confident, self-respecting, responsible community members.

The commencement date of the original lease was 1 February 2007 and the expiry date was 31 January 2017. On 14 December 2016, City Officers wrote to Girl Guides Western Australia Inc., advising them that the lease agreement was due to expire on 31 January 2017 and that the City's Property Management Officer will be in contact early in 2017 to enter into discussions in relation to renewing the lease agreement, between the City of Kwinana and Girl Guides Western Australia Inc. The inspection for valuation purposes was authorised in late February 2017 and the valuation report was completed on 3 March 2017. At the Ordinary Council Meeting held on Wednesday, 12 April 2017, although not required Council resolved to give local public notice of the proposed disposition by way of lease to Girl Guides Western Australia Inc. Local public notice was published in the Weekend Courier from 12 May 2017 to 26 May 2017 and there were no submissions received. In accordance with Regulation 30 of the *Local Government (Functions and General) Regulations 1996*, a Local Government is not required to advertise the disposal of Local Government property by way of lease agreement, due to the tenant being a body, the object of which is of a charitable nature.

Following the expiry of the submission period for local public notice, City Officers sent Girl Guides Western Australia Inc. a draft lease agreement for their perusal. Girl Guides Western Australia Inc. queried various clauses in the draft agreement and the increase in relation to the peppercorn rental amount, from \$1 to \$108. City Officers provided Girl Guides Western Australia Inc. with adequate and satisfactory responses to their queries, at which point Girl Guides Western Australia Inc. advised they would refer back to the hall users and advise as soon as possible of their intentions to renew the lease. From July 2017 to January 2018 City Officers pursued Girl Guides Western Australia Inc. for feedback in relation to the draft lease agreement. It was not until 11 January 2018 that Girl Guides WA Inc. confirmed that they would like to proceed with the new lease agreement.

On 23 January 2018, the City invoiced Girl Guides WA Inc. for a new community and service group lease agreement (lease administration fee). The fee was paid on 21 February 2018.

It is proposed that the new lease agreement be a peppercorn lease, with a term of ten (10) years, without any further options.

Girl Guides Western Australia Inc. is a local community organisation and in accordance with the City of Kwinana's Leasing of Community Facilities Policy, Girl Guides Western Australia Inc. must meet the compulsory peppercorn essential criteria.

16.3 PROPOSED DISPOSITION BY WAY OF LEASE OF A PORTION OF RESERVE 24571: LOT 505 BROWNELL CRESCENT, MEDINA (GIRL GUIDES WESTERN AUSTRALIA INC.)

Girl Guides Western Australia Inc. meet the following criteria to lease a community facility:

- They are an organisation that applies any surplus funds towards its purposes, prohibits any dividends or profits from being paid to its members and is exempt from paying income tax;
- They are a legal entity incorporated under the *Associations Incorporation Act 1987*;
- They are financially viable and able to demonstrate good financial management and record-keeping practices to the satisfaction of the City;
- They comply with relevant legislation governing their activities and hold registration certificates required for operation;
- They have a committee of management and appropriate governance arrangements, with established accountability and reporting methods to members of the organisation and to the community, including the capacity to maintain appropriate financial records for audit purposes;
- They adhere to all relevant Council local laws including the *Local Government Property Local Law*, Council policies and have complied with the terms of the previous lease from the City;
- Demand exists for the service to be provided through the facility;
- Facility use is consistent with City objectives and current Business Plan by providing community members the opportunities to grow into confident, self-respecting people;
- Use of the facility increases the member's social engagement and promotes the health and wellbeing of the Kwinana community;
- It is open to all residents who meet the criteria for participation;
- Disadvantaged groups can access the service;
- Proposed use of the facility is suitable for the nature of the site;
- They are prepared to maximise utilisation of the facility if requested by the City; however, this has not occurred in the past; and
- They agree to provide the City with requested information including current and projected opening hours and participant and/or membership numbers.

Girl Guides Western Australia Inc. is eligible for a peppercorn lease, as it meets the criteria outlined in the Leasing of Community Facilities Policy:

16.3 PROPOSED DISPOSITION BY WAY OF LEASE OF A PORTION OF RESERVE 24571: LOT 505 BROWNELL CRESCENT, MEDINA (GIRL GUIDES WESTERN AUSTRALIA INC.)

The category is as follows:

Category	Annual Rent	Eligibility
A: Peppercorn rent	As determined annually in the City's Schedule of Fees and Charges	Use approved by Council; Meets all relevant eligibility criteria; Provides significant community benefit; <u>and</u> Has limited revenue-raising ability (net of cost of service) e.g. community play groups, neighbourhood house

The market rent valuation has been carried out on the premises by Pember Wilson & Eftos (pwe), and was received on 9 March 2017. The market rental value, as detailed in Confidential Attachment C, has been determined to be \$8,250 per annum excluding GST and outgoings, and is believed to be a true indication of the value.

It is recommended that Girl Guides Western Australia Inc. receive a 98.69% discount of the market rental valuation and therefore the annual rent is proposed to be \$108 excluding GST and outgoings.

LEGAL/POLICY IMPLICATIONS:

Local Government Act 1995

3.58. Disposing of property

(1) In this section —

dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;
property includes the whole or any part of the interest of a local government in property, but does not include money.

(2) Except as stated in this section, a local government can only dispose of property to —

- (a) the highest bidder at public auction; or**
- (b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.**

(3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —

- (a) it gives local public notice of the proposed disposition —**
 - (i) describing the property concerned; and**
 - (ii) giving details of the proposed disposition; and**
 - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;**
- and**

16.3 PROPOSED DISPOSITION BY WAY OF LEASE OF A PORTION OF RESERVE 24571: LOT 505 BROWNELL CRESCENT, MEDINA (GIRL GUIDES WESTERN AUSTRALIA INC.)

- (b) *it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.*
- (4) *The details of a proposed disposition that are required by subsection (3)(a)(ii) include —*
 - (a) *the names of all other parties concerned; and*
 - (b) *the consideration to be received by the local government for the disposition; and*
 - (c) *the market value of the disposition —*
 - (i) *as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or*
 - (ii) *as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.*
- (5) *This section does not apply to —*
 - (a) *a disposition of an interest in land under the Land Administration Act 1997 section 189 or 190; or*
 - (b) *a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59; or*
 - (c) *anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or*
 - (d) *any other disposition that is excluded by regulations from the application of this section.*

Local Government (Functions and General) Regulations 1996

30. Dispositions of property excluded from Act s. 3.58

- (1) *A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.*
- (2) *A disposition of land is an exempt disposition if —*
 - (a) *the land is disposed of to an owner of adjoining land (in this paragraph called the transferee) and —*
 - (i) *its market value is less than \$5 000; and*
 - (ii) *the local government does not consider that ownership of the land would be of significant benefit to anyone other than the transferee;*
or
 - (b) *the land is disposed of to a body, whether incorporated or not —*
 - (i) *the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and*
 - (ii) *the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions;*
or

16.3 2017/18 BUDGET REVIEW PROPOSED DISPOSITION BY WAY OF LEASE OF A PORTION OF RESERVE 24571: LOT 505 BROWNELL CRESCENT, MEDINA (GIRL GUIDES WESTERN AUSTRALIA INC.)

- (c) *the land is disposed of to —*
 - (i) *the Crown in right of the State or the Commonwealth; or*
 - (ii) *a department, agency, or instrumentality of the Crown in right of the State or the Commonwealth; or*
 - (iii) *another local government or a regional local government;*
- or*
- (d) *it is the leasing of land to an employee of the local government for use as the employee's residence; or*
- (e) *it is the leasing of land for a period of less than 2 years during all or any of which time the lease does not give the lessee the exclusive use of the land; or*
- (f) *it is the leasing of land to a person registered under the Health Practitioner Regulation National Law (Western Australia) in the medical profession to be used for carrying on his or her medical practice; or*
- (g) *it is the leasing of residential property to a person.*

Land Administration Act 1997 (LAA)

18. Crown land transactions that need Minister's approval

- (1) *A person must not without authorisation under subsection (7) assign, sell, transfer or other deal with interests in Crown land or create or grant an interest in Crown land.*
- (2) *A person must not without authorisation under subsection (7) —*
 - (a) *grant a lease or licence under this Act, or a licence under the Local Government Act 1995, in respect of Crown land in a managed reserve; or*
 - (b) *being the holder of such a lease or licence, grant a sublease or sublicense in respect of the whole or any part of that Crown land.*
- (3) *A person must not without authorisation under subsection (7) mortgage a lease of Crown land.*
- (4) *A lessee of Crown land must not without authorisation under subsection (7) sell, transfer or otherwise dispose of the lease in whole or in part.*
- (5) *The Minister may, before giving approval under this section, in writing require —*
 - (a) *an applicant for that approval to furnish the Minister with such information concerning the transaction for which that approval is sought as the Minister specifies in that requirement; and*
 - (b) *information furnished in compliance with a requirement under paragraph (a) to be verified by statutory declaration.*
- (6) *An act done in contravention of subsection (1), (2), (3) or (4) is void.*
- (7) *A person or lessee may make a transaction under subsection (1), (2), (3) or (4) —*
 - (a) *with the prior approval in writing of the Minister; or*
 - (b) *if the transaction is made in circumstances, and in accordance with any condition, prescribed for the purposes of this paragraph.*

16.3 PROPOSED DISPOSITION BY WAY OF LEASE OF A PORTION OF RESERVE 24571: LOT 505 BROWNELL CRESCENT, MEDINA (GIRL GUIDES WESTERN AUSTRALIA INC.)

- (8) *This section does not apply to a transaction relating to an interest in Crown land if —*
- (a) *that land is set aside under, dedicated or vested for the purposes of an Act other than this Act, and the transaction is authorised under that Act; or*
 - (b) *that interest may be created, granted, transferred or otherwise dealt with under an Act other than —*
 - (i) *this Act; or*
 - (ii) *a prescribed Act;**or*
 - (c) *an agreement, ratified or approved by another Act, has the effect that consent to the transaction was not required under section 143 of the repealed Act; or*
 - (d) *the transaction is a lease, sublease or licence and the approval of the Minister is not required under section 46(3b).*

[Section 18 amended by No. 59 of 2000 s. 8(1)-(5) 5.]

Department of Local Government's Advice

Section 3.58(4)(c)(ii)

City Officers received advice from the Department of Local Government in relation to the definition of proposed disposition, as stated in the *Local Government Act 1995*. The Principal Advisory Officer, Department of Local Government and Communities states:

"Another suggested option is that council may wish to pass a resolution in accordance with section 3.58(4)(c)(ii), which states: as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition."

"As you may be aware the intent of the provision is to ensure that the valuation is current at the time of the disposal. Should that intent be met and be able to be demonstrated then it appears the City would have adequately fulfilled its obligations in relation to the proposed disposition."

FINANCIAL/BUDGET IMPLICATIONS:

There are financial/budget implications identified as a result of this report. The City will lose \$8,142 per annum of potential lease revenue, if entering into a peppercorn rent lease agreement.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications identified as a result of this report.

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications identified as a result of this report.

16.3 PROPOSED DISPOSITION BY WAY OF LEASE OF A PORTION OF RESERVE 24571: LOT 505 BROWNELL CRESCENT, MEDINA (GIRL GUIDES WESTERN AUSTRALIA INC.)

STRATEGIC/SOCIAL IMPLICATIONS:

Plan	Objective	Strategy
Corporate Business Plan	6.3 Maximise the value of the City's property assets	6.3.1 Develop the City's Land Asset Management Plan and acquire, manage and dispose of Council land assets on the basis of the adopted recommendations

RISK IMPLICATIONS:

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

Risk Event	That Council does not authorise the Chief Executive Officer and Mayor to sign the lease agreement in relation to the proposed disposition by way of lease of a portion Reserve 24571, between the City of Kwinana and Girl Guides Western Australia Inc.
Risk Theme	Ineffective management of facilities/venues/events
Risk Effect/Impact	Financial/Reputational
Risk Assessment Context	Operational
Consequence	Minor
Likelihood	Unlikely
Rating (before treatment)	Low
Risk Treatment in place	Avoid
Response to risk treatment required/in place	This report is in relation to the Chief Executive Officer and Mayor executing the lease agreement between the City of Kwinana and Girl Guides Western Australia Inc.
Rating (after treatment)	Low

COUNCIL DECISION

138

MOVED CR W COOPER

SECONDED CR S LEE

That Council:

- 1. Note that the City of Kwinana, in accordance with Regulation 30 of the *Local Government (Functions and General) Regulations 1996*, is not required to advertise the disposal of local government property by way of lease agreement, as the tenant is a body, the object of which is of a charitable nature, as detailed in Attachment B.**

16.3 PROPOSED DISPOSITION BY WAY OF LEASE OF A PORTION OF RESERVE 24571: LOT 505 BROWNELL CRESCENT, MEDINA (GIRL GUIDES WESTERN AUSTRALIA INC.)

- 2. Declare the valuation undertaken on 3 March 2017 carried out more than 6 months before the proposed disposition to be a true indication of the value at the time of the proposed disposition.**
- 3. In accordance with the City of Kwinana's Leasing of Community Facilities Policy and 2017/2018 Fees and Charges, approve the proposed peppercorn rent as \$108 per annum.**
- 4. Authorise the Chief Executive Officer and Mayor to execute the lease agreement as detailed in Attachment A and make any modifications where the intent of the lease agreement does not change, in relation to a portion of Reserve 24571, between the City of Kwinana and Girl Guides Western Australia Inc.**

**CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL
6/0**

Note – That the report title incorrect read 2017/18 Budget Review Proposed Disposition by way of lease of a portion of Reserve 24571: Lot 505 Brownell Crescent, Medina (Girl Guides Western Australia Inc.) throughout the Ordinary Council Meeting agenda, this has been corrected to read Proposed Disposition by way of lease of a portion of Reserve 24571: Lot 505 Brownell Crescent, Medina (Girl Guides Western Australia Inc.) within the Ordinary Council Meeting minutes.

Community Lease – Lot 505 Brownell Crescent, Medina

Lease of a portion of Reserve 24571: Lot 505 Brownell Crescent, Medina

City of Kwinana

Girl Guides Western Australia Inc.



Australian
Charities and
Not-for-profits
Commission

ACNC Charity Register Summary

Girl Guides Western Australia Inc

Charity Details

Name	Girl Guides Western Australia Inc
Other Name	Girl Guides WA
Charity ABN	69184319889
Charity Address for Service	manager@girlguideswa.org.au
Charity Street Address	265 Great Eastern Highway Belmont WA 6104 AUSTRALIA
Website	http://www.girlguideswa.org.au/
E-Mail	info@girlguideswa.org.au
Phone	08 9479 9800

About the Charity

Date Established	01/01/1915
Who the Charity Benefits	General community in Australia
Size of Charity	Large
Financial Year End	31/12

Where the Charity Operates

Operating State(s)	Western Australia
Operates in (Countries)	

Using the information on the Register

Information on this Register has been provided to the ACNC by the charity or transferred from the Australian Taxation Office (ATO) and the Australian Business Register (ABR). If information is not shown, this may be because the charity has not yet provided the information or because the ACNC is progressively confirming and uploading information received. The ACNC may also approve information be [withheld from the Register](#) in certain circumstances. The Register will be updated over time as we work through the information received and any applications for information to be withheld. Read more about [information on the Register](#).

Girl Guides Western Australia Inc

Registration Details	
Entity Type	Charity
Sub-Entity Type	2014 Advancing education (01/01/2014) Charity to select subtype
Registration Status	Registered
Basic Religious Charity	N

Responsible Persons	
Position	Name
Board Member	Hannah Woodward
Other	Linda Elezovich
Chairperson	JANIS WITTBBER
Other	Meredith Kinsella
Other	Katrina Lane
Treasurer	Adele Coswello
Other	Clare Veen
Board Member	KIM RICHARDSON
Deputy chairperson	Paula Dunn
Other	Matthew Maxted

Registration Status History	
Effective Date	Status
03/12/2012	Registered

SubType History		
Start Date	End Date	Entity Subtypes
1/01/2014		2014 Advancing education

Annual Reporting			
Due Date	Document	Status	Date Received
30/06/2014	AIS 2013	Received	12/05/2014

Using the information on the Register
Information on this Register has been provided to the ACNC by the charity or transferred from the Australian Taxation Office (ATO) and the Australian Business Register (ABR). If information is not shown, this may be because the charity has not yet provided the information or because the ACNC is progressively confirming and uploading information received. The ACNC may also approve information be [withheld from the Register](#) in certain circumstances. The Register will be updated over time as we work through the information received and any applications for information to be withheld. Read more about [information on the Register](#).

Girl Guides Western Australia Inc

30/06/2015	AIS 2014	Received	24/04/2015
30/06/2016	AIS 2015	Received	22/06/2016
30/06/2017	AIS 2016	Received	27/06/2017
30/06/2018	AIS 2017		
30/06/2019	AIS 2018		

Charity's Documents

<u>Date</u>	<u>Document Type</u>	<u>Description</u>
12/05/2014	Financial Report	Financial Report 2013 Signed.pdf
24/04/2015	Financial Report	Financial Report _Signed_ 2014_12_31.pdf
31/05/2016	Financial Report	Financial Report _Signed_ 2014_12_31.pdf
24/10/2016	Financial Report	Financial_Report_2015.pdf
17/05/2016	Governing document	2014 Girl Guide WA Constitution.pdf
27/06/2017	Financial Report	Girl Guides WA Financial Report 2016.pdf

Using the information on the Register

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Details

Parties

City of Kwinana

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

Girl Guides Western Australia Inc.

of 265 Great Eastern Highway, Belmont, Western Australia 6979
(Lessee)

Background

- A The Lessor has the care, control and management of the Land pursuant to a management order.
- B Subject to the prior written approval of the Minister for Lands, the Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

In this Lease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Authorised Person means:

- (a) an agent, employee, licensee or invitee of the Lessor; and
- (b) any person visiting the Premises with the express or implied consent of any person mentioned in paragraph (a);

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

DER means the Department of Environment Regulation of Western Australia;

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

EPA means the Environment Protection Agency of Western Australia;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat;

Further Term means each further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor’s general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1(a)** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee’s Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a);

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

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be observed and performed by the Lessor;

Management Order means the management order made under section 46 of the *Land Administration Act 1997*;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

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

Premises means the premises described at **Item 1(b)** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule and any Further Term; and

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over.

2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, town planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;

- (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
 - (ix) both express and implied provisions; and
 - (x) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (xi) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (xii) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
 - (xiii) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
- (i) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

3. Approval of the Minister for Lands

This Lease is subject to and conditional on the prior approval of the Minister for Lands under section 18 of the *Land Administration Act 1997*.

4. Grant of lease

Subject to clause 3 of this Lease, the Lessor leases to the Lessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

5. Quiet enjoyment

Except as provided in the Lease, for so long as the Lessor is the management body of the Premises under the Management Order, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

6. Rent and other payments

The Lessee covenants with the Lessor:

6.1 Rent

To pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

6.2 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 7.1**. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 6.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.
- (3) Reimbursements will be quarterly, based on actual costs, as a guide for future outgoings.

6.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 14 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

6.4 Costs

- (1) To pay to the Lessor on demand:
 - (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
 - (b) all registration fees in connection with this Lease; and
- (2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6.4** or any matter arising out of this Lease.
- (3) Each of Lessor and the Lessee shall pay their own legal costs of and incidental to the negotiation and execution of this Lease.

7. Insurance

7.1 Insurance required

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interest in the Premises) for the time being:

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and

- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

7.2 Building Insurance to be effected by Lessor

The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks and the Lessee will reimburse the Lessor for any premiums, excess or other costs arising therefrom.

7.3 Details and receipts

In respect of the insurances required by **clause 7.1** the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of Certificates of Currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

7.4 Payment of excess on insurance

The Lessee AGREES with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 7.1** and **clause 7.2**.

7.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance effected under **clause 7.1** and **clause 7.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

7.6 Report

Each Party must report to the other promptly in writing and in an emergency verbally:

- (a) any damage to the Premises of which they are or might be aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

7.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 7.1** and **clause 7.2**.

7.8 Self Insure Exemption

The parties acknowledge that the Government self insures. Accordingly, while the Lessee is a Government Lessee, the Lessee is not required to effect or maintain any insurance.

8. Indemnity

8.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

8.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Minister for Lands, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

8.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 8.2** will be reduced by the extent of such payment;
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

8.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Premises or surrounding area,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

9. Limit of Lessor's liability

9.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises, except to the extent that such loss, damage or injury results from an act, omission or the negligence of the Lessor or its servants, agents, contractors or invitees.

9.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is vested with care, control and management of the Land.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

10. Maintenance, repair and cleaning

10.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any appurtenances) in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee (or its servants, agents, contractors or invitees); and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and
 - (d) any gas fittings and fixtures,in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.
- (3) The Lessee must take such reasonable action as is necessary to:
 - (a) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (b) rectify or otherwise ameliorate,the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

10.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

10.3 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

10.4 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

10.5 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.
- (2) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon.
- (3) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense.
- (4) The Lessee must plant and care for such trees on the Premises as the Lessor may from time to time reasonably require.
- (5) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

10.6 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

10.7 Pest control

The Lessee must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

10.8 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 8** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (2) All painting carried out on the Premises by the Lessee, a registered painting contractor or any other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

10.9 Drains

- (1) The Lessee must keep and maintain the waste pipes drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.

- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

11. Use

11.1 Restrictions on use

(1) Generally

The Lessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

(2) No offensive or illegal acts

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises any harmful, offensive or illegal act, matter or thing.

(3) No nuisance

The Lessee must not and must not suffer or permit a person to do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties.

(4) No dangerous substances

The Lessee must not and must not suffer or permit a person to store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:

- (a) any such storage must comply with all relevant statutory provisions;
- (b) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Lessor;
- (c) the Lessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
- (d) upon the request of the Lessor, the Lessee will provide a list of all dangerous compounds or substances stored on the Premises.

(5) No harm or stress

The Lessee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of the Premises.

(6) No signs

The Lessee must not and must not suffer or permit a person to display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

(7) No smoking

The Lessee must not suffer or permit a person to smoke inside any building or other enclosed area on the Premises.

(8) Consumption of alcohol

The Lessee must not suffer or permit a person to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor.

(9) Sale of Alcohol

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.

(10) Removal of rubbish

The Lessee must keep the Premises free from dirt and rubbish and to store and keep all trade waste and garbage in proper receptacles.

(11) No pollution

The Lessee must do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

11.2 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Premises.

11.3 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

11.4 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 11**.

12. Alterations

12.1 Restriction

(1) The Lessee must not without prior written consent:

- (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease; or
 - (iii) as required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
- (b) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or

- (c) subject to the performance of the Lessee's obligations in **clause 10**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

12.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 12.1** the Lessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
 - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
 - (b) if the Lessor consents to any matter referred to in clause 12.1:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

12.3 Cost of Works

All works undertaken under this **clause 12** will be carried out at the Lessee's expense.

12.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
- (b) permit the Lessor to carry out those other works at the Lessee's expense,

in accordance with the Lessor's requirements.

13. Lessor's right of entry

13.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor or any Authorised Person onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:

- (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
- (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
- (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
- (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this **clause 1.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

13.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 1.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

14. Statutory obligations and notices

14.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 11**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

14.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor and the Minister for Lands against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 14.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 14.1**.

15. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;

- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

16. Default

16.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the association is wound up whether voluntarily or otherwise;
- (d) the Lessee passes a special resolution under the *Associations Incorporation Act 1997* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Lessee under this Lease;
- (f) any execution or similar process is made against the Premises on the Lessee's property;
- (g) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six-month period; or
- (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

16.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 16.1** the Lessor may:

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 17**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

16.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

16.4 Acceptance of Amount Payable by Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

16.5 Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **7** (Insurance), **9** (Limit of Lessor's liability), **10** (Maintenance, Repair and Cleaning), **11** (Use), **23** (Assignment, Subletting and Charging) and **28** (Goods and Services Tax), is an essential term of this Lease but this clause **16.5** does not mean or imply that there are no other essential terms in this Lease.

16.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Lessee agrees that the covenant set out in this **clause 1.1(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 1.1(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and

- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

17. Damage or destruction of Premises

17.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 1985* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

17.2 Total Damage or Destruction

If the premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

18. Option to renew

If the Lessee at least one month, but not earlier than 12 months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 18** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

19. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

20. Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease fair wear and tear excepted.

21. Yield up the premises

21.1 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease;
- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

21.2 Clause 21.1 to survive termination

The Lessee's obligation under **clause 21.1** will survive termination.

22. Removal of property from Premises

22.1 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

22.2 Lessor can remove property on re-entry

On re-entry the Lessor will have the right to remove from the Premises any property of the Lessee and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing that property.

23. Assignment, Subletting and Charging

23.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor Sub-let, part with possession, or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor, the Minister for Lands, and any other persons whose consent is required under the terms of this Lease or at law.

23.2 Lessor's Consent to Assignment and Sub-letting

Provided all parties whose consent is required, under this Lease or at law, to an assignment or Sub-letting, give their consent and any assignment or sublease is for a purpose consistent with the use of the Premises permitted by this Lease then the Lessor may not unreasonably withhold its consent to the assignment or Sub-letting of the leasehold estate created by this Lease if:

- (a) the proposed assignee or sublessee is a respectable and responsible person of good financial standing capable of continuing the permitted use for non-profit making community purposes;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
 - (i) the proposed assignee of a deed of assignment; or
 - (ii) the proposed sublessee of a deed of sublease,
 to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sublessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

23.3 Consents of Assignee Supplementary

The covenants and agreements on the part of any assignee will be supplementary to the Lessee's Covenants and will not release the assigning lessee from the Lessee's Covenants.

23.4 Property Law Act 1969

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

23.5 Costs for assignment and sub-letting

If the Lessee wishes to assign or sub-let the leasehold estate created by this Lease the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sublessee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sub-letting,

whether or not the assignment or Sub-letting proceeds.

23.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

24. Disputes

24.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**the Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**the Original Meeting**).

24.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 24.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the President of the Lessee for the purpose of resolving the dispute.

24.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 24.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

24.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

25. Prior notice of proposal to change rules

The Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 1987* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

26. Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any information reasonably required by the Lessor.

27. Caveat

27.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, not without the prior written consent of the Lessor and the Minister for Lands, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28. Goods and Services Tax

28.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;

- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

28.2 Lessee to pay GST

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 28.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

28.3 Consideration in Kind

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 28.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

28.4 No Contribution from Lessor

If the Lessee is required under this Lease to make any payment of money or give other consideration to a third party for outgoings, goods, services and benefits of any kind, the Lessee is not entitled to any contribution from the Lessor for any GST payable by it to any person.

28.5 Statement of GST paid is Conclusive

A written statement given to the Lessee by the Lessor of the amount of the GST that the Lessor pays or is liable to pay or account for is conclusive as between the Parties except in the case of an obvious error.

28.6 Tax Invoices

For each payment by the Lessee under this clause the Lessor agrees to promptly deliver to the Lessee, as required under the Act, tax invoices and adjustment notes in a form which complies with the Act, so as to enable the Lessee to claim input tax credits or decreasing adjustments for Supplies.

28.7 Reciprocity

If the Lessee furnishes any Supplies to the Lessor under this Lease, then the requirements set out in this clause with respect to the Lessee will apply to the Lessor with the necessary changes.

29. No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits

having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

30. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 9** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

31. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreements Act 1985* applies to this Lease and a provision of that Act conflicts with a provision of this Lease, then each conflicting provision of this Lease is deemed to be amended to the extent necessary to comply with that Act.

32. Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

33. Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

34. Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

35. Notice

35.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by addressing it to East Point Plaza, Level 8, 233 Adelaide Terrace, Perth WA 6000.

35.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 35.1(a)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 35.1(a)**, on the second business day following the date of posting of the Notice.

35.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 1987*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

36. Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

37. Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

38. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

39. Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

40. Payment of money

Any Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in the Lease or as otherwise directed by the Lessor by Notice from time to time.

41. Waiver

41.1 No general waiver

Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.

41.2 Partial exercise of right power or privilege

A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

Schedule

Item 1 Land and Premises

(a) Land

Lot 505 on Plan 61852 being the whole of the land comprised in Certificate of Title Volume LR3155 Folio 337.

(b) Premises

Portion of Reserve 24571, inclusive of building facilities and land within the fenced perimeter as outlined in yellow, in 'Annexure 1 – Sketch of Premises'.

Item 2 Term

10 years commencing on 12 April 2018 and expiring on 11 April 2028.

Item 3 Further Term

Nil.

Item 4 Commencement Date

12 April 2018.

Item 5 Rent

\$108.00 per annum paid annually in advance.

Item 6 Permitted purpose

Girl Guides Western Australia Inc. for the purpose of conducting guiding activities and programs.

Item 7 Public liability insurance

Twenty million dollars (\$20,000,000.00).

Item 8 Repainting Dates

At the expiry of the term or if required sooner as per Clause 10.1(1)(a).

Signing page

EXECUTED

2018

THE COMMON SEAL of CITY OF KWINANA
is affixed in the presence of:

Mayor

(Print Full Name)

Chief Executive Officer

(Print Full Name)

**THE COMMON SEAL of GIRL GUIDES
WESTERN AUSTRALIA INC.** is hereunto
affixed:

State Commissioner

(Print Full Name)

Administration Manager

(Print Full Name)

Annexure 1 – Sketch of Premises



Annexure 2 - Maintenance Schedule

Maintenance Type	Lessor	Lessee
General		
All Structural Repairs		Yes
Cleaning & Cobweb Removal (Hygienic & tidy condition at all times)		Yes
Supply of Sanitary Bins, Paper Towel, Soap & Dispenser and Toilet Paper.		Yes
Vermin Control (Rats, Insects etc)		Yes
Vandalism / Graffiti		Yes
Windows (Except malicious damage by patron)		Yes
Emergency Exit Lighting & Doors, Public Safety & Compliance.		Yes (<i>Where found to be illegally locked, costs for reinstatement of access to be the Lessee's responsibility</i>)
Fire Extinguishers & Hoses		Maintenance & Replacement*
Security Monitoring & Equipment		Yes
Oven & Exhaust Vent		Yes
Kitchen Appliances (i.e. Fridges, Toasters etc)		Yes
Ceiling / Roof		
Ceiling		Yes (<i>excluding structural repairs</i>)
Roof (including leaks, broken tiles etc)		Yes
Gutters & Downpipes		Yes

Air-conditioning / Heating (Servicing)		Yes
Air-conditioning Vents		Yes
Exhaust Fans		Yes
Walls		
Walls		Yes
Window Cleaning		Yes
Security Screens		Yes
Flyscreens		Yes
Doors (<i>external</i>)		Yes
Doors (<i>internal</i>)		Yes
Locks		Yes
Replacement Keys		Yes
Internal Painting		Yes
Cupboards		Yes
Blinds / Curtains		Yes
Mirrors		Yes
Honour Boards / Notice Boards		Yes
Annexure 2 – Maintenance Obligations (cont.)		
Maintenance Type	Lessor	Lessee
Floors		
Carpet**		Yes
Tiled Floors		Yes
Electrical		
Fittings (i.e. lights, power points, switches)		Yes
Replacement of Globes		Yes

Costs for additional points		Yes
Testing and Tagging		Yes
Wiring (Excluding damage or use causing overloading).		Yes
Residual-Current Device (RCD)		Yes
<i>Electrical work undertaken by Lessee's electrical contractor must be approved by the City of Kwinana prior to works commencing.</i>		
Plumbing		
Replacement of Fixtures & Cisterns		Yes
Hot Water System		Yes
External		
Security Lighting		Yes
Gardens		Yes
Perimeter Fencing	Replacement or Repair (i.e. stand alone facilities surrounding residences) Replacement or repair	

- * **Any damage to the building internally by misuse or any replacements will be fixed by Lessee. If replacement is undertaken by Lessor, all costs will be charged to the Lessee.**
- ** **If evidence cannot be presented to demonstrate that the Lessee has fulfilled their obligations contained under this condition then the responsibility to undertake the replacement will be that of the Lessee.**

Annexure 3 – Approval of the Minister for Planning, Lands and Heritage

17 Urgent Business

Nil

18 Councillor Reports

18.1 Councillor Wendy Cooper

Councillor Wendy Cooper reported that she had attended the farewell for David Honey.

Councillor Cooper advised that she had attended the Food Organics Garden Organics (FOGO) Trial Presentation, for the trial that is currently underway at the City of Melville and stated that the results are very encouraging.

Councillor Cooper mentioned that she had attended the City of Kwinana Library program event.

Councillor Cooper reported that she had attended the Access and Inclusion Meeting.

Councillor Cooper advised that she had attended the Multicultural Advisory Group Meeting.

Councillor Cooper mentioned that she had attended the 'Sing For Your Life' Final Performance Concert and that it had been thoroughly delightful.

Councillor Cooper reported that she had attended the Gilmore College Australian and New Zealand Army Corps (ANZAC) Service and that it had been extremely moving.

18.2 Councillor Sandra Lee

Councillor Sandra Lee reported that she had attended the 'Sing For Your Life' Final Performance Concert and that it had been thoroughly enjoyable experience.

Councillor Lee advised that she had attended the Kwinana as a Catalyst for Economic Development event and that the City's Chief Executive Officer was a guest speaker and the event covered Kwinana's history, the present and the future.

18.3 Councillor Matthew Rowse

Councillor Matthew Rowse reported that he had attended the Multicultural Advisory Group Meeting and that the Multicultural Action Plan looks fantastic.

Councillor Rowse advised that he had attended the 'Sing For Your Life' Final Performance Concert which was a fantastic event and he hopes that it continues on.

19 Response to Previous Questions

Nil

20 Mayoral Announcements (without discussion)

Presiding Member Councillor Dennis Wood reported that he had attended David Honey's Farewell.

The Presiding Member advised that he had attended the Gilmore College ANZAC Ceremony, which was quite touching, and the children sang beautifully.

The Presiding Member mentioned that he had visited Bethanie House.

The Presiding Member reported that he had visited the Kwinana Senior Citizens.

21 Matters Behind Closed Doors

Nil

22 Meeting Closure

The Presiding Member declared the meeting closed at 7:27pm.