

Ordinary Council Meeting

28 April 2021

Minutes

Note – That due to the current COVID-19 social distancing requirements, and in accordance with recently amended *Local Government (Administration) Regulations 1996*, that this Ordinary Meeting of Council was held electronically.



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Present:

MAYOR CAROL ADAMS, OAM
DEPUTY MAYOR PETER FEASEY
CR M KEARNEY
CR S LEE
CR M ROWSE
CR D WOOD
CR S WOOD

MR W JACK - Chief Executive Officer
MR D ELKINS - Director City Infrastructure / Acting Director City Business
MRS B POWELL - Director City Engagement
MS A MCKENZIE - Council Administration Officer

Members of the Press 0
Members of the Public 0

NOTE: All attendees were electronically present

1 Opening and announcement of visitors

Presiding Member declared the meeting open at 5:35pm and welcomed all in attendance.

2 Acknowledgement of country

Presiding Member read the Acknowledgement of country

"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 and we pay our respects to their Elders past and present."

3 Dedication

Councillor Sandra Lee read the dedication

"May we, the Elected Members of the City of Kwinana, have the wisdom to consider all matters before us with due consideration, integrity and respect for the Council Chamber.

May the decisions made be in good faith and always in the best interest of the greater Kwinana community that we serve."

COUNCIL DECISION

403

MOVED MAYOR C ADAMS

SECONDED CR S LEE

That Council suspend Standing Order 7.12 Recording of Proceedings and suspend any other Standing Order (or part of a Standing Order) that does not facilitate the meeting occurring by way of an eMeeting including but not limited to any Standing Order that requires an Elected Member to stand or sit as well as any Standing Order that require a member of the public to be present during the meeting in order to ask a question or give a presentation or deputation.

**CARRIED
7/0**

4 Attendance, apologies, Leave(s) of absence (previously approved)

Apologies

Nil

Leave(s) of Absence (previously approved):

Councillor Wendy Cooper from 27 April 2021 to 9 May 2021 inclusive.

5 Public Question Time

Nil

6 Receiving of petitions, presentations and deputations:

6.1 Petitions:

Nil

6.2 Presentations:

Nil

6.3 Deputations:

Nil

7 Confirmation of minutes

7.1 Ordinary Meeting of Council held on 14 April 2021:

COUNCIL DECISION

404

MOVED CR S LEE

SECONDED MAYOR C ADAMS

That the Minutes of the Ordinary Meeting of Council held on 14 April 2021 be confirmed as a true and correct record of the meeting.

CARRIED
7/0

8 Declarations of Interest (financial, proximity, impartiality – both real and perceived) by Members and City Officers

Mayor Carol Adams declared an impartiality interest in item 18.5, Proposed Disposition by way of Lease of Suites 9, 10, 11, 16 and 17 within 'Kwinana Technology Business Centre', 11 Stidworthy Way, Kwinana Town Centre – Kwinana Industries Council due to Kwinana Industries Council being her husband's employer. The suits being leased to Kwinana Industries Council are part of her husband's workplace.

The Mayor requested the minutes note that, although only an impartiality interest has been declared as there is no financial benefit to herself or her husband, she would ordinarily vacate the room and not participate in the decision making process for this item of business. However, due to the complexity and challenges of managing the online meeting, combined with Councillors indicating comfort and appropriateness of the Mayor continuing to participate in the item of business, and the decision being largely procedural (noting that there was no indication of an intent to make a resolution that differed from the officer recommendation), the Mayor chose to participate in the decision making process for this item of business.

9 Requests for leave of absence

COUNCIL DECISION

405

MOVED CR D WOOD

SECONDED CR P FEASEY

That Councillor Sherilyn Wood be granted a leave of absence from 10 May 2021 to 25 May 2021 inclusive.

CARRIED
7/0

10 Items brought forward for the convenience of those in the public gallery

Nil

11 Any business left over from previous meeting

Nil

12 Recommendations of committees

12.1 Chief Executive Officer Performance and Remuneration Review 2020/21 – Appointment of Appraisal Agent and Schedule of Review

This report and its attachments are confidential in accordance with Section 5.23(2)(a) of the Local Government Act 1995, which permits the meeting to be closed to the public for business relating to the following:

- (a) a matter affecting an employee or employees; and**

13 Enbloc reports

Nil

14 Reports - Community

Nil

15 Reports – Economic

Nil

16 Reports – Natural Environment

Nil

17 Reports – Built Infrastructure

Nil

18 Reports – Civic Leadership

18.1 Monthly Financial Report March 2021

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 31 March 2021 has been prepared for Council acceptance.

OFFICER RECOMMENDATION:

That Council:

1. Accepts the Monthly Statements of Financial Activity for the period ended 31 March 2021, contained within Attachment A; and
2. Accepts the explanations for material variances for the period ended 31 March 2021, 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 March 2021. The current closing municipal surplus for this period is \$19,815,459 compared to a budget position of \$14,121,591. This is considered a satisfactory result for the City as it is maintaining a healthy budget surplus position.

The City's cash balances are tracking well with a positive unrestricted cash balance as at 31 March of \$13,600,186. The City no longer expects to draw on the Refuse Reserve contingency or the WATC Short Term Lending Facility.

Income for the March 2021 period year to date is \$60,210,491. This is made up of \$58,155,982 in operating revenues and \$2,054,509 in non-operating grants, contributions and subsidies received and proceeds from other investing activities. The budget estimated \$58,772,923 would be received for the same period. The variance to budget is \$1,437,568. Details of all significant variances are provided in the notes to the Monthly Financial Report contained within Attachment A.

Page 9 of the Monthly Financial Report provides an update on rates collections to the end of March. To 31 March, the percentage of rates collected is within 0.05% of rates collected to 31 March 2020. Accordingly, year to date, rates collection performance is the same as pre-Covid performance. Similarly, the City has received very few Hardship applications to date, this financial year, with only a very small number approved.

18.1 MONTHLY FINANCIAL REPORT MARCH 2021

Expenditure for the March 2021 period year to date is \$56,045,956. This is made up of \$50,451,582 in operating expenditure and \$5,594,374 in capital expenditure. The budget estimated \$59,359,125 would be spent for the same period. The variance to budget is \$3,313,169 due to the timing of works being completed and the supplier invoicing the City. Details of all significant variances are provided in the notes to the Monthly Financial Report contained within Attachment A.

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:

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 environmental implications associated with this report.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective detailed in the Corporate Business Plan.

Plan	Outcome	Objective
Corporate Business Plan	Business Performance	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.

PUBLIC HEALTH IMPLICATIONS

There are no public health implications as a result of this report.

18.1 MONTHLY FINANCIAL REPORT MARCH 2021

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

COUNCIL DECISION

406

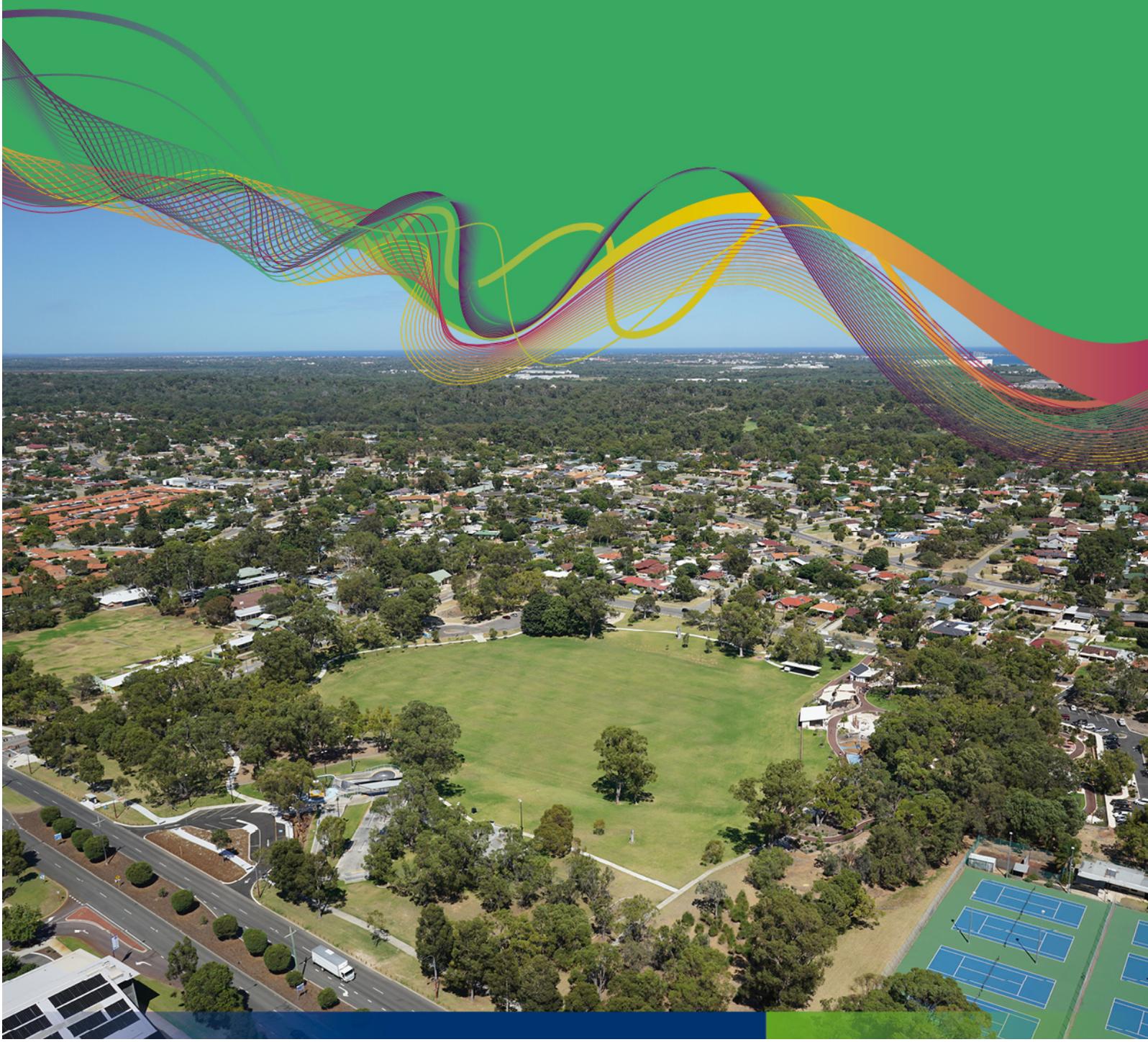
MOVED CR M KEARNEY**SECONDED CR P FEASEY**

That Council:

1. **Accepts the Monthly Statements of Financial Activity for the period ended 31 March 2021, contained within Attachment A; and**
2. **Accepts the explanations for material variances for the period ended 31 March 2021, contained within Attachment A.**

CARRIED
7/0

Monthly Financial Report



CITY OF KWINANA

MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) For the period ending 31 March 2021

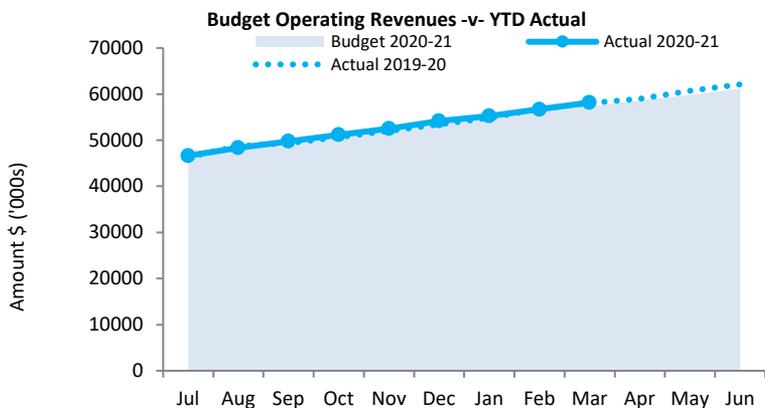
LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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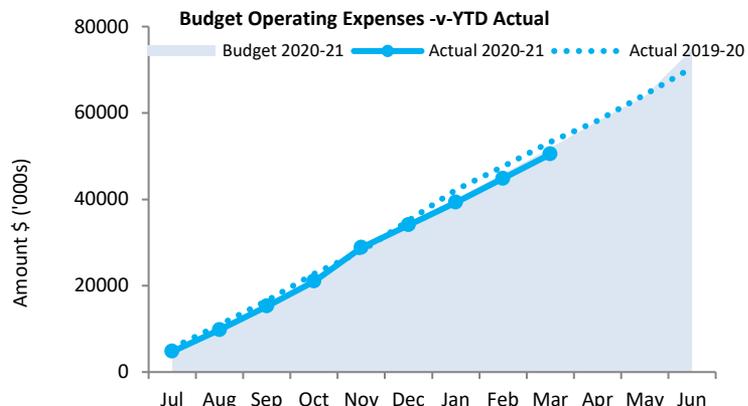
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OPERATING ACTIVITIES

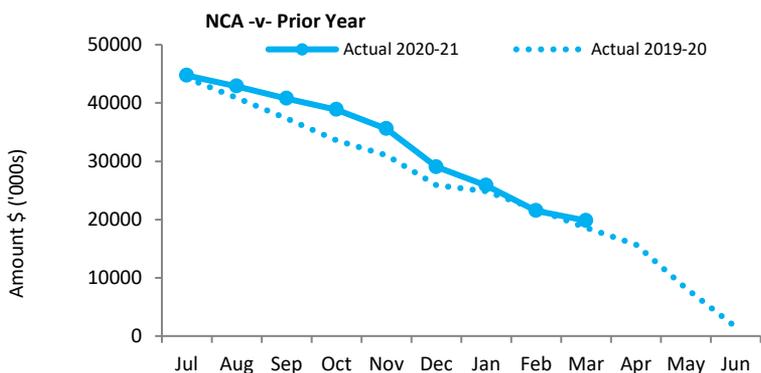
OPERATING REVENUE



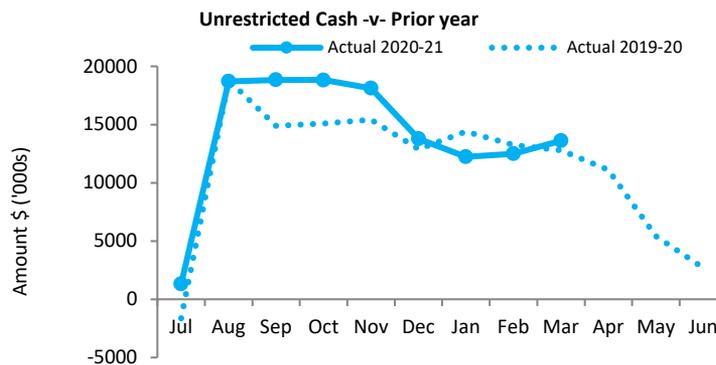
OPERATING EXPENSES



NET CURRENT ASSETS

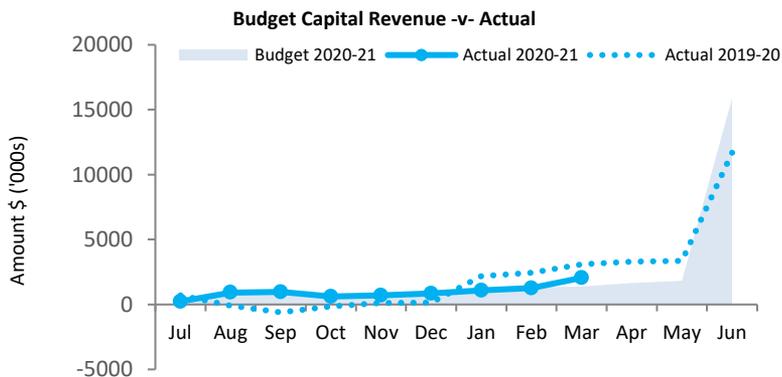


UNRESTRICTED CASH

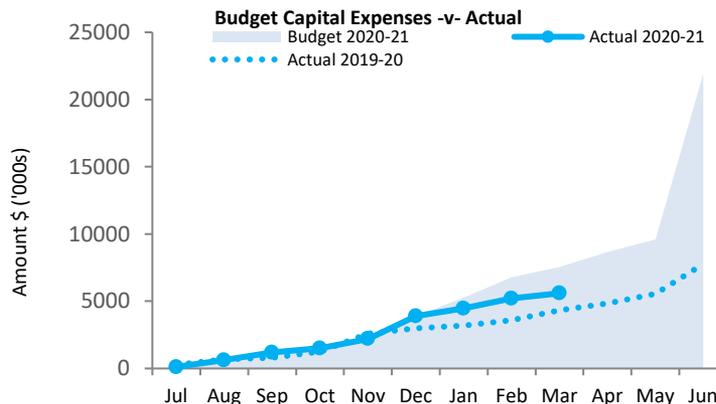


INVESTING ACTIVITIES

CAPITAL REVENUE

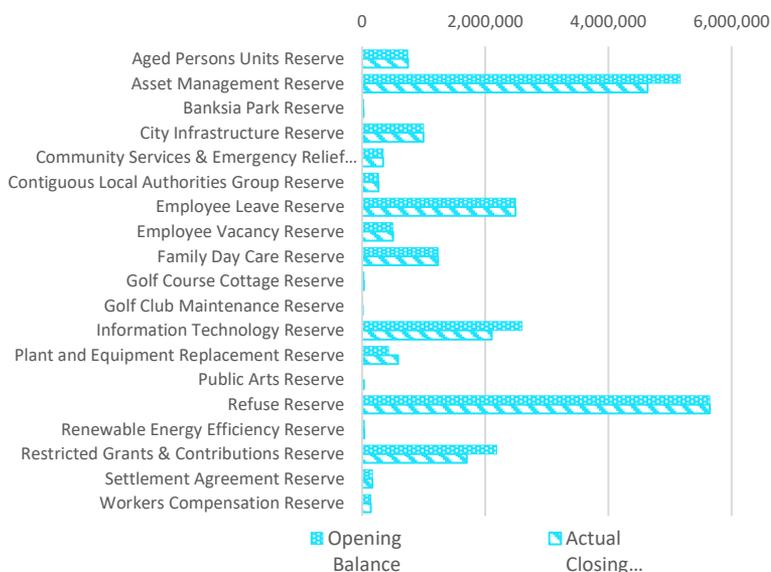


CAPITAL EXPENSES

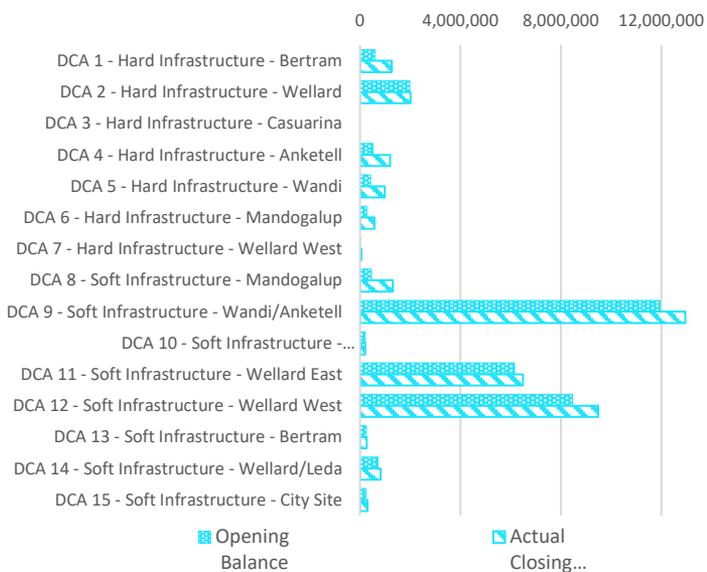


FINANCING ACTIVITIES

RESERVES



DCA RESERVES



This information is to be read in conjunction with the accompanying Financial Statements and Notes.

Funding surplus / (deficit) Components

Funding surplus / (deficit)				
	Current Budget	YTD Current Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$2.83 M	\$2.83 M	\$2.83 M	(\$0.00 M)
Closing	\$0.00 M	\$14.12 M	\$19.82 M	\$5.69 M

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$73.57 M	% of total
Unrestricted Cash	\$13.60 M	18.5%
Restricted Cash	\$59.97 M	81.5%

Refer to Note 3 - Cash and Financial Assets

Payables	
	\$3.42 M
Trade Payables	\$0.60 M
Bonds & Deposits Held	\$1.66 M
Other Payables	\$1.16 M

Receivables		
	\$8.15 M	% Outstanding
Rates Receivable	\$7.03 M	12.7%
Trade Receivable	\$1.12 M	

Refer to Note 4 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Current Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$1.09 M	\$21.74 M	\$25.93 M	\$4.19 M

Refer to Statement of Financial Activity

Rates Revenue		
	YTD Actual	% Variance
	\$40.83 M	
	YTD Budget	40.75 M
		0.2%

Refer to Statement of Financial Activity

Operating Grants and Contributions		
	YTD Actual	% Variance
	\$4.93 M	
	YTD Budget	4.75 M
		3.8%

Refer to Note 10 - Operating Grants and Contributions

Fees and Charges		
	YTD Actual	% Variance
	\$11.06 M	
	YTD Budget	10.66 M
		3.7%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$5.21 M)	(\$6.14 M)	(\$3.53 M)	\$2.61 M

Refer to Statement of Financial Activity

Proceeds on sale		
	YTD Actual	% Received
	\$0.31 M	
	YTD Budget	0.31 M
	Current Budget	0.46 M
		66.6%

Refer to Note 5 - Disposal of Assets

Asset Acquisition		
	YTD Actual	% Spent
	\$5.59 M	
	Current Budget	21.92 M
	Adopted Budget	19.12 M
		29.3%

Refer to Note 6 - Capital Acquisition

Capital Grants		
	YTD Actual	% Received
	\$1.75 M	
	Current Budget	5.15 M
	Adopted Budget	3.11 M
		56.1%

Refer to Note 6 - Capital Acquisition

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$10.08 M	(\$4.31 M)	(\$5.42 M)	(\$1.11 M)

Refer to Statement of Financial Activity

Borrowings	
	\$0.96 M
Principal repayments	\$0.51 M
Principal due	\$19.31 M

Refer to Note 7 - Borrowings

Reserves	
	\$21.68 M
Reserves balance	\$37.94 M
DCA Reserve Balance	\$0.19 M

Refer to Note 9 - Cash Reserves

Lease Liability	
	\$0.09 M
Principal repayments	\$0.00 M
Principal due	\$0.10 M

reclassified from Lease Expense June 2020 - AASB16

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

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

BY NATURE OR TYPE

	Ref Note	Adopted Budget	Current Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$		\$	\$	\$	%	
Opening funding surplus / (deficit)		1,360,000	2,833,954	2,833,954	2,833,950	(4)	(0.0%)	
Revenue from operating activities								
Rates	5	39,933,543	40,753,225	40,753,225	40,825,305	72,080	0.2%	
Operating grants, subsidies and contributions	10	6,617,653	6,467,901	4,747,353	4,926,755	179,402	3.8%	
Fees and charges		11,913,171	12,388,552	10,660,792	11,058,399	397,607	3.7%	
Interest earnings		1,220,577	844,847	632,797	621,977	(10,820)	(1.7%)	
Other revenue		451,881	696,934	567,024	673,875	106,851	18.8%	▲
Profit on disposal of assets	5	124,510	57,251	27,051	49,671	22,620	83.6%	
		60,261,335	61,208,710	57,388,242	58,155,982	767,740		
Expenditure from operating activities								
Employee costs		(28,033,854)	(27,142,999)	(19,497,498)	(19,056,397)	441,101	2.3%	
Materials and contracts		(27,604,630)	(26,718,468)	(17,611,821)	(16,632,033)	979,788	5.6%	▲
Utility charges		(2,557,908)	(2,479,418)	(1,636,295)	(1,692,150)	(55,855)	(3.4%)	
Depreciation on non-current assets		(14,691,676)	(16,428,697)	(11,949,149)	(11,948,405)	744	0.0%	
Interest expenses		(987,579)	(975,909)	(508,323)	(509,359)	(1,036)	(0.2%)	
Insurance expenses		(583,736)	(586,394)	(584,786)	(584,756)	30	0.0%	
Other expenditure		(189,547)	(431,942)	(20,582)	(17,029)	3,553	17.3%	
Loss on disposal of assets	5	(83,085)	(20,244)	(18,243)	(11,454)	6,789	37.2%	
		(74,732,015)	(74,784,071)	(51,826,697)	(50,451,582)	1,375,115		
Non-cash amounts excluded from operating activities	2	8,241,957	14,662,650	16,179,734	18,229,025	2,049,292	12.7%	▲
Amount attributable to operating activities		(6,228,723)	1,087,289	21,741,279	25,933,426	4,192,147		
Investing activities								
Grants, Subsidies and Contributions	11	13,434,461	15,436,197	1,073,027	1,745,592	672,565	62.7%	
Proceeds from disposal of assets	5	473,350	463,703	311,654	308,917	(2,737)	(0.9%)	
Self-Supporting Loan Principal Received	7	17,269	17,269	14,330	14,367	37	0.3%	
Self-Supporting Loan Principal Paid		(17,269)	(17,269)	(8,563)	(8,563)	(0)	0.0%	
Payments for property, plant and equipment	6	(19,121,835)	(21,917,448)	(7,532,428)	(5,594,374)	1,938,054	25.7%	▲
Amount attributable to investing activities		(5,214,024)	(6,017,548)	(6,141,980)	(3,534,062)	2,607,918		
Financing Activities								
Proceeds from new debentures	7	5,000,000	0	0	0	0	0.0%	
Repayment of debentures	7	(6,871,990)	(1,871,990)	(952,789)	(952,789)	0	0.0%	
Payments for principal portion of lease liabilities		(229,206)	(226,506)	(116,779)	(86,884)	29,895	25.6%	
Transfer from reserves	9	20,399,567	18,193,336	1,687,067	1,774,534	87,467	(5.2%)	
Transfer to reserves	9	(8,215,624)	(13,998,535)	(4,929,161)	(6,152,716)	(1,223,555)	(24.8%)	▼
Amount attributable to financing activities		10,082,747	2,096,305	(4,311,662)	(5,417,855)	(1,106,193)		
Closing funding surplus / (deficit)		0	0	14,121,591	19,815,459	5,693,868		

KEY INFORMATION

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

Refer to Note 1 for an explanation of the reasons for the variance.

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

**STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 MARCH 2021**

	NOTE	Closing 30 June 2020 \$	Current Month 31 March 2021 \$	This Time Last Year 31 March 2020 \$
CURRENT ASSETS				
Cash and cash equivalents	9	25,471,026	18,253,668	5,277,647
Other financial assets - Term Deposits	9	33,787,559	54,974,386	60,692,905
Other financial assets - Banksia Park Deferred Mgmt Fees		319,490	319,490	297,819
Other financial assets - Self Supporting Loans		17,269	17,269	16,709
Rates receivable	4	3,588,655	7,026,384	7,149,106
Other receivables (incl. allowance for impairment)	4	866,606	1,251,714	1,503,821
Inventories		37,323	41,454	44,350
Other assets		1,776,055	1,311,758	0
TOTAL CURRENT ASSETS		65,863,982	83,196,123	74,982,356
NON-CURRENT ASSETS				
Trade and other receivables		760,126	728,315	676,033
Other financial assets - Banksia Park Deferred Mgmt Fees		3,184,673	3,184,673	3,095,582
Other financial assets - Local Govt House Trust		124,637	129,162	124,637
Other financial assets - Self Supporting Loans		232,704	218,337	236,071
Investment in associate (SMRC)		504,775	504,775	319,244
Property, plant and equipment		135,058,794	131,766,815	147,640,162
Infrastructure		363,572,820	359,499,309	358,212,439
Intangible assets		616,115	1,442,505	461,375
Right of use assets		190,680	105,050	0
TOTAL NON-CURRENT ASSETS		504,245,324	497,578,941	510,765,543
TOTAL ASSETS		570,109,306	580,775,064	585,747,900
CURRENT LIABILITIES				
Trade and other payables		7,443,587	3,416,036	3,796,167
Banksia Park Unit Contributions		16,975,350	16,975,350	17,133,425
Contract and other liabilities	10 & 11	10,282,025	11,012,488	0
Lease liabilities		114,357	27,473	0
Borrowings	7	2,314,779	2,314,779	1,451,093
Employee related provisions		5,505,931	5,488,772	4,894,744
TOTAL CURRENT LIABILITIES		42,636,029	39,234,898	27,275,429
NON-CURRENT LIABILITIES				
Other liabilities (Developer Contributions)	11	16,953,626	22,531,874	0
Lease liabilities		77,148	77,148	0
Borrowings	7	17,953,926	16,992,574	19,398,709
Employee related provisions		410,209	410,209	469,604
TOTAL NON-CURRENT LIABILITIES		35,394,909	40,011,805	19,868,313
TOTAL LIABILITIES		78,030,938	79,246,703	47,143,742
NET ASSETS		492,078,369	501,528,361	538,604,157
EQUITY				
Retained surplus		216,805,177	221,876,987	253,679,934
Reserves - cash/financial asset backed	9	55,249,686	59,627,869	53,192,388
Revaluation surplus		220,023,505	220,023,505	231,731,835
TOTAL EQUITY		492,078,369	501,528,361	538,604,157

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**NOTE 1
EXPLANATION OF MATERIAL VARIANCES**

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 2020-21 year is \$50,000 or 5.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing/ Permanent	Explanation of Variance
	\$	%		
Revenue from operating activities				
Rates	72,080	0%	No Material Variance	
Operating Grants, Subsidies and Contributions	179,402	4%	No Material Variance	Refer note 10.
Fees and Charges	397,607	4%	No Material Variance	
Interest Earnings	(10,820)	(2%)	No Material Variance	
Other Revenue	106,851	19%	▲ Permanent/Timing	Private works, legal expense and parental leave reimbursements.
Profit on Disposal of Assets	22,620	84%	No Material Variance	
Expenditure from operating activities				
Employee Costs	441,101	2%	No Material Variance	
Materials and Contracts	979,788	6%	▲ Timing	Timing of works. Environmental Health \$285k below budget - \$204k Mainstream Waste, \$52k Natural Environment. Planning & Building Services \$173k below budget - \$113k Developer Contribution admin expenses, \$31k Strategic Planning, \$21k Building approval expenses. Engineering Services \$167k below budget - timing of infrastructure maintenance works. Community Development \$134k below budget - \$69k timing of OMG Event invoices, \$40k Community Engagement & Place, \$25k Youth Programs. Facility Maintenance \$77k below budget - \$119k Building maintenance partially offset by Parks & Reserves maintenance (\$25k). Recquatic \$68k below budget - \$30k Advertising & Promotions.
Utility Charges	(55,855)	(3%)	No Material Variance	
Depreciation on Non-Current Assets	744	0%	No Material Variance	
Interest Expenses	(1,036)	(0%)	No Material Variance	
Insurance Expenses	30	0%	No Material Variance	
Other Expenditure	3,553	17%	No Material Variance	
Loss on Disposal of Assets	6,789	37%	No Material Variance	
Investing activities				
Non-Operating Grants, Subsidies and Contributions	672,565	63%	Timing	Refer note 11. Timing of capital projects and developer contributions.
Proceeds from disposal of assets	(2,737)	(1%)	No Material Variance	
Self-Supporting Loan Principal	37	0%	No Material Variance	
Payments for property, plant and equipment	1,938,054	26%	▲ Timing	Refer note 6. Timing of capital project expenditure.
Financing activities				
Proceeds from new debentures	0	0%	No Material Variance	
Repayment of debentures	0	0%	No Material Variance	
Payments for principal portion of lease liabilities	29,895	26%	No Material Variance	
Transfer from reserves	87,467	(5%)	No Material Variance	
Transfer to reserves	(1,223,555)	(25%)	▼ Timing	Timing of Developer Contributions received.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**NOTE 2
NET CURRENT FUNDING POSITION**

	Notes	Last Years Closing 30 June 2020	This Time Last Year 31 March 2020	YTD Actual 31 March 2021
		\$	\$	\$
(a) Non-cash items excluded from operating activities				
The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.				
Non-cash items excluded from operating activities				
Adjustments to operating activities				
Less: Profit on asset disposals	5	(124,076)	(76,107)	(49,671)
Less: Movement in pensioner deferred rates (non-current)		(48,371)	35,722	31,811
Movement in employee benefit provisions		544,157	(7,635)	(17,159)
Add: Loss on asset disposals		1,247,308	90,250	11,454
Mvmt in Local Govt House Trust		(2,017)	(2,017)	(4,525)
Change in accounting policies		(1,040,123)	-	-
Add: Depreciation on assets		15,630,143	10,731,841	11,948,405
Mvmt in operating contract liabilities associated with restricted cash		194,030	-	(48,701)
Mvmt in non-operating liabilities associated with restricted cash		82,701	-	6,357,412
Mvmt in Banksia Park deferred management fees receivable		(110,762)	-	-
Mvmt in Banksia Park valuation of unit contribution		(158,075)	-	-
Total non-cash items excluded from operating activities		16,214,915	10,772,055	18,229,025

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation* 32 to agree to the surplus/(deficit) after imposition of general rates.

Adjustments to net current assets

Less: Reserves - restricted cash		(55,249,686)	(53,192,388)	(59,627,869)
Less: Financial assets at amortised cost - self supporting loans		(17,269)	(16,709)	(17,269)
Less: Banksia Park DMF Recievable		(319,490)	(297,819)	(319,490)
Add: Borrowings		2,314,779	1,451,093	2,314,779
Add: Provisions - employee		5,505,931	4,894,744	5,488,772
Add: Current portion of contract and other liability held in reserve		10,282,025	-	11,012,488
Add: Lease liabilities		114,357	-	27,473
Add: Banksia Park Unit Contributions		16,975,350	17,133,425	16,975,350
Total adjustments to net current assets		(20,394,003)	(30,027,654)	(24,145,765)

(c) Net current assets used in the Statement of Financial Activity

Current assets		65,863,982	74,982,356	83,196,123
Less: Current liabilities		(42,636,029)	(27,275,429)	(39,234,898)
Less: Total adjustments to net current assets		(20,394,003)	(30,027,654)	(24,145,765)
Closing funding surplus / (deficit)		2,833,950	17,679,273	19,815,459

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

Description	Unrestricted	Restricted	Trust	Total Cash	Interest Rate	Institution	S&P Rating	Maturity Date	Days
	\$	\$	\$	\$					
Cash on hand									
CBA Municipal Bank Account	2,230,830			2,230,830	Variable	CBA	AA		
CBA Online Saver Bank Account	8,365,385	4,653,483		13,018,868	0.20%	CBA	AA		
CBA Trust Bank Account			346,524	346,524	N/A	CBA	AA		
Cash On Hand - Petty Cash	3,970			3,970	N/A	PC	N/A		
Term Deposits - Investments									
NAB	3,000,000			3,000,000	0.30%	NAB	AA	Apr 2021	91
Reserve Funds Investments (Cash Backed Reserves)									
Comm. Serv. & Emergency Relief Reserve (incl. Covid \$250k)		343,401		343,401	0.33%	NAB	AA	Apr 2021	90
CLAG Reserve		267,125		267,125	0.30%	SUN	A	May 2021	90
Workers Compensation Reserve		144,600		144,600	0.30%	SUN	A	May 2021	90
Settlement Agreement Reserve		168,555		168,555	0.30%	SUN	A	May 2021	90
Family Day Care Reserve		1,234,100		1,234,100	0.40%	BEN	AAA	Jun 2021	182
City Infrastructure Reserve		998,535		998,535	0.40%	BEN	AAA	Jun 2021	182
APU Reserve		743,513		743,513	0.40%	BEN	AAA	Jun 2021	182
BP Reserve		25,059		25,059	0.40%	BEN	AAA	Jun 2021	182
Information Technology Reserve		2,106,378		2,106,378	0.40%	BEN	AAA	Jun 2021	182
Renewable Energy Efficiency Reserve		34,286		34,286	0.40%	BEN	AAA	Jun 2021	182
Employee Vacancy Reserve		501,658		501,658	0.40%	NAB	AA	Jun 2021	180
Golf Club Maintenance Reserve		8,889		8,889	0.30%	NAB	AA	Jun 2021	92
Golf Course Cottage Reserve		29,525		29,525	0.30%	NAB	AA	Jun 2021	92
Asset Management Reserve		4,635,599		4,635,599	0.30%	NAB	AA	Jun 2021	90
Refuse Reserve		5,644,888		5,644,888	0.30%	NAB	AA	Jun 2021	90
Plant and Equipment Replacement Reserve		602,099		602,099	0.30%	NAB	AA	Jun 2021	90
Employee Leave Reserve		2,495,342		2,495,342	0.30%	NAB	AA	Jun 2021	122
Reserve Funds Investments (Developer Contributions)									
DCA - 4 Hard Infrastructure - Anketell		575,926		575,926	0.55%	NAB	AA	Apr 2021	180
DCA 5 - Hard Infrastructure - Wandii		456,267		456,267	0.55%	NAB	AA	Apr 2021	180
DCA 7 - Hard Infra Mandogalup		31,613		31,613	0.55%	NAB	AA	Apr 2021	180
DCA - 8 Soft Infrastructure - Mandogalup		684,193		684,193	0.55%	NAB	AA	Apr 2021	180
DCA - 9 Soft Infrastructure - Wandii/Anketell		11,972,544		11,972,544	0.55%	NAB	AA	Apr 2021	180
DCA - 10 Soft Infrastructure - Casuarina/Anketell		204,782		204,782	0.55%	NAB	AA	Apr 2021	180
DCA - 13 Soft Infrastructure - Bertram		264,079		264,079	0.55%	NAB	AA	Apr 2021	180
DCA - 14 Soft Infrastructure - Wellard/Leda		717,656		717,656	0.55%	NAB	AA	Apr 2021	180
DCA - 15 Soft Infrastructure - Townsite		258,241		258,241	0.55%	NAB	AA	Apr 2021	180
DCA - 1 Hard Infrastructure - Bertram		1,262,725		1,262,725	0.20%	BEN	AAA	Jun 2021	104
DCA - 2 Hard Infrastructure - Wellard		2,013,829		2,013,829	0.20%	BEN	AAA	Jun 2021	104
DCA 6 - Hard Infrastructure - Mandogalup		572,639		572,639	0.20%	BEN	AAA	Jun 2021	104
DCA - 11 Soft Infrastructure - Wellard East		6,485,568		6,485,568	0.20%	BEN	AAA	Jun 2021	104
DCA - 12 Soft Infrastructure - Wellard West		9,490,775		9,490,775	0.20%	BEN	AAA	Jun 2021	104
Total	13,600,186	59,627,869	346,524	73,574,578					
	18%	81%	0.5%						
Comprising									
Cash and cash equivalents (Exclude Trust)	10,600,186	16,459,749	0	27,059,935					
Financial assets at amortised cost	3,000,000	43,168,120	0	46,168,120					
Trust	0	0	346,524	346,524					
	13,600,186	59,627,869	346,524	73,574,578					

KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

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	24,967,405	34%	100%	✓
AA	48,022,923	65%	100%	✓
A	580,280	1%	60%	✓
BBB	-	0%	20%	✓
Unrated	3,970	0%	20%	✓

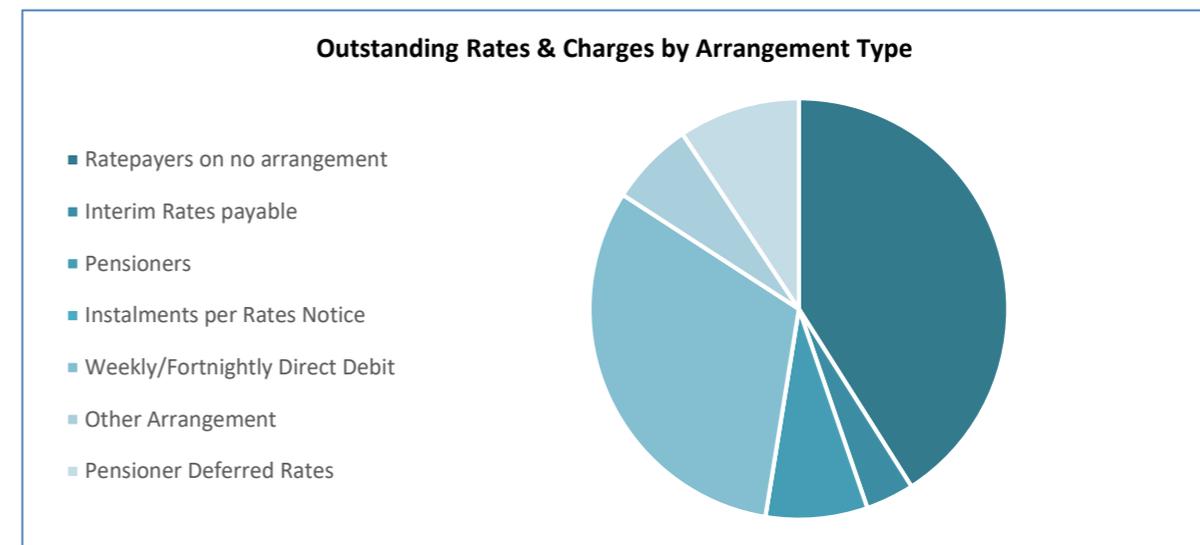
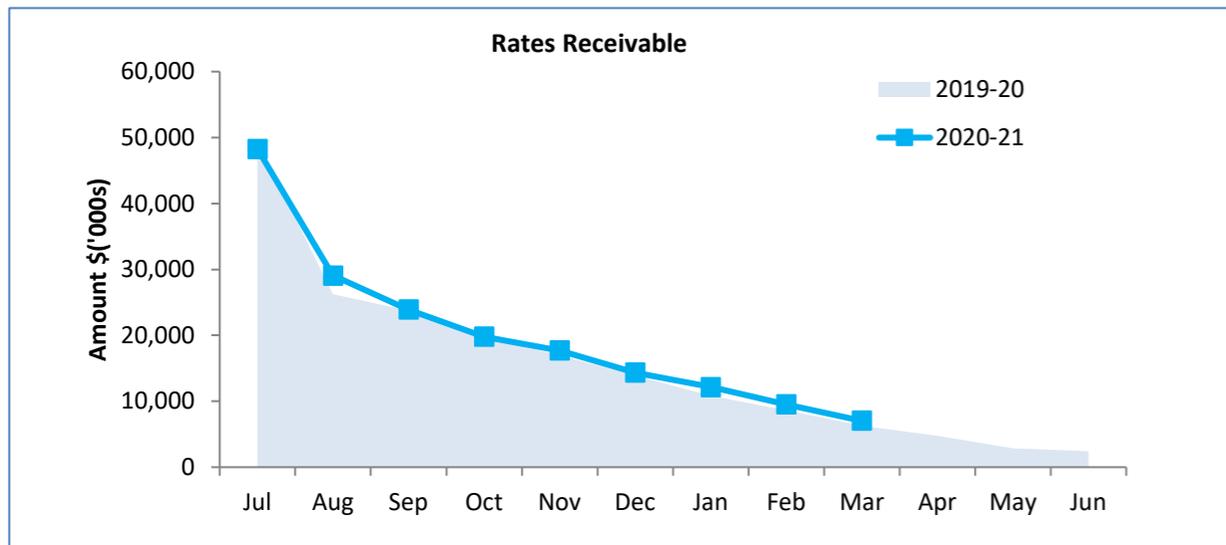
Counterparty Credit Risk	Funds Held	Actual at Period End	Limit per Policy	
BEN (AAA)	24,967,405	34%	45%	✓
NAB (AA)	32,426,701	44%	45%	✓
CBA (AA)	15,596,222	21%	45%	✓
SUN (A)	580,280	1%	45%	✓
WBC (AA)	-	0%	45%	✓

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021

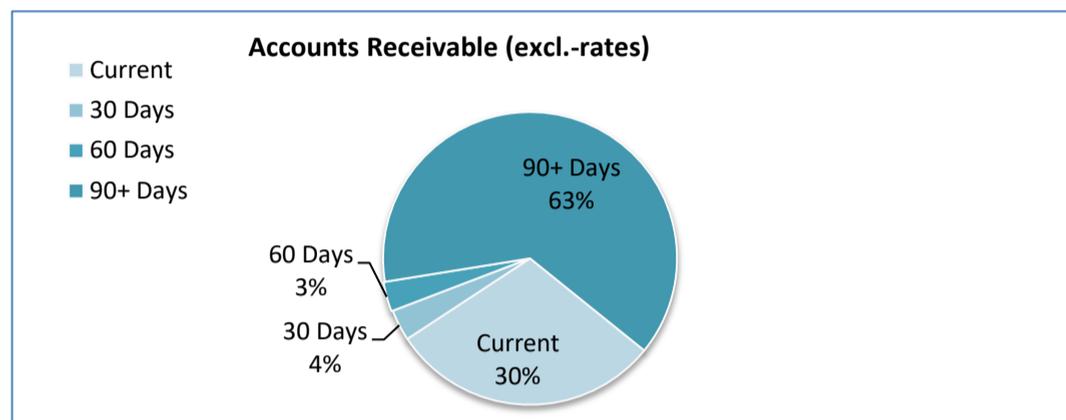
OPERATING ACTIVITIES
NOTE 4
RECEIVABLES

Rates receivable	30 June 2020	31 March 2020	31 Mar 2021
	\$		\$
Opening arrears previous years	4,576,831	4,576,831	3,148,533
Levied this year	51,941,047	51,914,519	52,125,460
Rates & Charges to be collected	56,517,878	56,491,350	55,273,993
<u>Less Collections to date</u>	(52,169,098)	(48,666,212)	(47,519,294)
<u>Less Pensioner Deferred Rates</u>	(760,126)	(676,033)	(728,315)
Net Rates & Charges Collectable	3,588,655	7,149,106	7,026,384
% Outstanding	6.35%	12.66%	12.71%
<u>Prepaid Rates received</u> (not included above)	(1,198,500)	(888,936)	(791,088)
	4.23%	11.08%	11.28%

Outstanding Rates & Charges by Payment Arrangement Type	31 Mar 2021		
	No. of Assessments	\$	%
Ratepayers on no arrangement	1,716	3,175,914	41%
Interim Rates payable	160	289,804	4%
Pensioners	905	610,547	8%
Instalments per Rates Notice	0	0	0%
Weekly/Fortnightly Direct Debit	4,557	2,446,253	32%
Other Arrangement	146	503,865	6%
	7,484	7,026,384	91%
Pensioner Deferred Rates	209	728,315	9%
	7,693	7,754,698	100%



Receivables - general	Current	30 Days	60 Days	90+ Days	Total
<i>Amounts shown below include GST (where applicable)</i>	\$	\$	\$	\$	\$
Sundry receivable	173,320	16,553	12,428	161,397	363,698
Infringements Register	3,350	3,765	6,972	213,231	227,318
Total sundry receivables outstanding	176,670	20,318	19,400	374,628	591,016
<i>Exclude rebates receivable</i>	30%	3%	3%	63%	
Rebates receivable - Rates	516,531	0	0	0	516,531
Rebates receivable - ESL	14,081	0	0	0	14,081
Total general receivables outstanding	707,282	20,318	19,400	374,628	1,121,628



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

Description	Debtor #	Status	\$
Debts with Fines Enforcement Registry (FER)			
Prosecution Dog Act 1976	2442.07	Registered with FER. Regular payments being received.	4,828
Prosecution Planning & Development Act	3859.07	Registered with FER.	16,275
Prosecution Local Government Act 1995	3909.07	Registered with FER.	3,652
Prosecution Dog Act 1976 Dangerous Dog	4131.07	Registered with FER. Debtor making payments to FER. City yet to receive payments due to quantum of fines outstanding.	4,654
Prosecution Local Law Fencing	4233.07	Registered with FER.	2,500
Prosecution Dog Act 1976	4274.07	Registered with FER. Regular payments being received.	4,522
Prosecution Local Law Urban Environment Nuisance - Disrepair Vehicle	4275.07	Registered with FER. Commencing collection of debt.	13,734
Prosecution Dog Act 1976	4387.07	Registered with FER.	10,200
Prosecution Dog Act 1976	4465.07	Registered with FER. Regular payments being received.	5,460
Prosecution Planning & Development Act	4467.07	Registered with FER. Regular payments being received.	13,065
Prosecution Dog Act 1976	4610.07	Registered with FER.	25,598
Prosecution Dog Act 1976	4741.07	Registered with FER.	4,525
Prosecution Planning & Development Act	4885.07	Registered with FER.	18,485
Prosecution Parking Act	5152.07	Registered with FER.	5,250
			132,749
Other Sundry Debtors			
Lease & Outgoings	854.16	Communications in progress between Lease Officer & tenant.	2,953
Local Government Act 1995 abandoned vehicle	3884.03	Defaulted Payment arrangement.	1,155
Shortfall outgoings - as per lease agreement	4822.16	Communications in progress between Lease Officer & tenant.	20,477
Total Debtors 90+ days > \$1,000			157,334

KEY INFORMATION

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for impairment of receivables is raised when there is objective evidence that they will not be collectible.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021

OPERATING ACTIVITIES
NOTE 5
DISPOSAL OF ASSETS

Asset description	Current Budget				YTD Actual			
	Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
	\$	\$	\$	\$	\$	\$	\$	\$
Motor Vehicles								
Plant Replacement - P432	18,000	22,272	4,272	0	18,000	26,645	8,645	0
Plant Replacement - P448	17,350	17,100	0	(250)	17,100	25,964	8,864	0
Plant Replacement - P479	15,500	15,500	0	0	15,500	24,145	8,645	0
Plant Replacement - P483 - Insurance Claim	17,256	13,500	0	(3,756)	17,256	13,500	0	(3,756)
Plant Replacement - P484	15,000	18,900	3,900	0	15,000	19,145	4,145	0
Plant Replacement - P485	19,828	22,273	2,445	0	19,828	22,273	2,445	0
Plant Replacement - P487	19,800	22,273	2,473	0	19,800	22,273	2,473	0
Plant Replacement - P492	22,050	22,050	0	0	0	0	0	0
Plant Replacement - P493	18,000	22,273	4,273	0	18,000	22,273	4,273	0
Plant Replacement - P494	18,000	24,090	6,090	0	18,000	24,091	6,091	0
Plant Replacement - P511	34,137	32,632	0	(1,505)	34,137	32,632	0	(1,505)
Plant Replacement - P515	22,825	18,000	0	(4,825)	0	0	0	0
Plant Replacement - P551	34,289	29,677	0	(4,612)	34,289	29,678	0	(4,611)
Plant Replacement P574 - Insurance Claim	35,668	39,197	3,529	0	35,606	39,696	4,091	0
Plant & Equipment								
Plant Replacement P275 - Trailer Roller	3,931	4,000	69	0	0	0	0	0
Plant Replacement P114 - Tandem Axle Tilt Trailer	2,500	2,000	0	(500)	0	0	0	0
Plant Replacement P351 Mitsubishi Canter Tip Truck	24,800	25,000	200	0	0	0	0	0
Plant Replacement P392 Mitsubishi Canter Fuso	27,000	25,000	0	(2,000)	0	0	0	0
Plant Replacement P223 Volvo Loader L70	50,000	80,000	30,000	0	0	0	0	0
Plant Replacement P227 Molnar 4 post Hoist	2,580	1,364	0	(1,215)	0	0	0	0
Disposal P350 - KWN5307 Tandem Axle Trailer	5,412	4,403	0	(1,009)	5,412	4,403	0	(1,009)
Disposal P348 - 1TMI191 trailer	2,771	2,199	0	(572)	2,771	2,199	0	(572)
	426,697	463,703	57,251	(20,244)	270,699	308,917	49,671	(11,454)
			Net Profit/(Loss)	37,007			Net Profit/(Loss)	38,218

Capital acquisitions	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance
	\$	\$	\$	\$	\$
Land and Buildings	5,231,570	6,004,355	1,349,586	543,651	(805,935)
Plant, Furniture and Equipment	2,344,265	3,015,799	765,568	645,738	(119,830)
Intangible Assets	622,809	622,809	1,109,246	836,389	(272,857)
Infrastructure - Roads	3,642,090	4,632,810	2,803,342	2,085,026	(718,316)
Infrastructure - Parks & Reserves	994,154	845,835	411,945	409,856	(2,089)
Infrastructure - Footpaths	191,075	699,968	220,638	273,539	52,901
Infrastructure - Drainage	5,822,737	5,822,737	640,999	626,682	(14,317)
Infrastructure - Bus Shelters	36,630	36,630	21,221	34,995	13,774
Infrastructure - Street Lights	236,505	236,505	209,883	138,497	(71,386)
Payments for Capital Acquisitions	19,121,835	21,917,448	7,532,428	5,594,374	(1,938,054)
Right of use assets	553,030	518,969	518,969	0	(518,969)
Total Capital Acquisitions	19,674,865	22,436,417	8,051,397	5,594,374	(2,457,023)
Capital Acquisitions Funded By:					
	\$	\$	\$	\$	\$
Capital grants and contributions	3,112,697	5,152,074	1,073,026	1,745,592	672,566
Lease liabilities	553,030	518,969	518,969	0	(518,969)
Disposal of Assets	473,350	457,101	311,654	302,315	(9,339)
Cash Backed Reserves	8,684,361	14,781,709	1,099,778	1,182,437	82,659
Municipal Funds	6,851,427	1,526,564	5,047,970	2,364,030	(2,683,940)
Capital funding total	19,674,865	22,436,417	8,051,397	5,594,374	(2,457,023)

SIGNIFICANT ACCOUNTING POLICIES

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

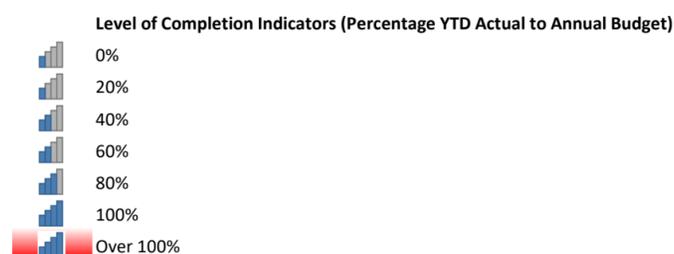
Capital Expenditure	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
	\$	\$	\$	\$	\$	
Buildings						
13617 Building & Parks Contingency	101,750	101,750	69,628	53,036	(16,593)	
13634 Administration Building Refurbishment	40,000	190,000	15,887	15,887	0	In progress.
13636 Animal Care Facility Refurbishment	85,470	85,470	85,470	0	(85,470)	
13619 Kwinana South VBFB Station Extensions	376,000	699,600	229,037	7,708	(221,329)	Practical completion estimated Oct-21.
13620 Kwinana South VBFB Station Upgrade	30,000	62,700	62,700	0	(62,700)	Practical completion estimated Oct-21.
13621 Mandogalup VBFB Station Extensions	328,159	134,246	134,246	134,246	0	DFES Grant funded. Construction completed August.
13622 Mandogalup VBFB Station Upgrade	25,000	26,302	1,600	1,600	0	Construction completed August.
13849 Mandogalup VBFB - Repair storage room cracked wall	0	5,000	5,000	0	(5,000)	LRCI Projects.
13940 Koorliny Arts Centre - air conditioner replacement	0	8,500	8,500	0	(8,500)	LRCI Project Funding Round 2.
13616 Recquatic Front Counter - Automated Gates	90,000	90,000	0	0	0	
13873 Recquatic - Swim School Office Relocation	0	10,400	10,400	9,820	(580)	Project complete.
13640 Recquatic Resurface Floor	7,875	7,855	7,855	375	(7,480)	
13641 Recquatic Spa balance tank lid and ladder	8,400	8,400	400	0	(400)	
13642 Recquatic 25m backwash tank lid Replacement	7,350	0	350	0	(350)	
13643 Recquatic Centre - Internal paint public areas	0	8,000	0	0	0	LRCI Projects.
13834 Recquatic Centre - Entrance area external walls repaint	0	25,000	25,000	0	(25,000)	LRCI Projects.
13835 Recquatic Centre - Grout renewal - change rooms replace damaged grout	0	25,000	0	0	0	LRCI Projects.
13944 Recquatic Centre - front admin east and reception area airconditioner replacement	0	67,000	0	0	0	LRCI Project Funding Round 2.
13627 Darius Wells Stormwater System	27,300	27,300	27,300	1,300	(26,000)	Specification complete, quoting in progress.
13629 Darius Wells Roof Fall Arrest System	21,000	21,000	21,000	1,000	(20,000)	
13836 Darius Wells Knowledge Centre - Roof leak repair	0	3,500	3,500	0	(3,500)	LRCI Projects. In progress.
13630 Darius Wells Automate Disabled Toilet Doors	21,000	26,000	26,000	25,988	(12)	Project complete.
13632 Darius Wells Room Conversion	9,666	9,666	0	0	0	To be completed by end of May 2021.
13937 Darius Wells electrical works	0	80,000	0	0	0	LRCI Project Funding Round 2.
13938 Darius Wells - Ken Jackman Hall flooring	0	45,000	0	0	0	LRCI Project Funding Round 2.
13623 John Wellard Community Centre External Paint	6,300	6,300	6,300	1,550	(4,750)	LRCI Projects. In progress.
13628 John Wellard Community Centre Stormwater System	22,050	12,382	12,382	12,382	0	Project complete.
13838 John Wellard Community Centre - Paving stain cleaning/repaint due to vandalism	0	10,000	10,000	9,890	(110)	LRCI Projects. Project complete.
13839 John Wellard Community Centre - Wall Finishes - meeting rooms repaint	0	7,000	7,000	5,020	(1,980)	LRCI Projects. Project complete.
13840 John Wellard Community Centre - Wisteria room carpet replacement	0	15,000	15,000	4,795	(10,205)	LRCI Projects.
13939 John Wellard Community Centre - Repair solar panel connections	0	10,000	0	0	0	LRCI Project Funding Round 2.
13846 William Bertram Community Centre - External cracked walls repairs/metal fencing repaint	0	7,000	7,000	6,335	(665)	LRCI Projects. Project complete.
13847 William Bertram Community Centre - External walls repaint in the playground area	0	7,000	7,000	6,630	(370)	LRCI Projects. Project complete.
13848 William Bertram Community Centre - Rusted gutters restoration close to playground area	0	7,000	7,000	1,140	(5,860)	LRCI Projects. In progress.
13850 Zone Youth Centre - Roof leak repair	0	10,000	10,000	0	(10,000)	LRCI Projects.
13943 Zone Youth Centre - repaint basketball court	0	30,000	0	0	0	LRCI Project Funding Round 2.
13633 Sloans Cottage Accessibility Works	26,709	12,709	12,709	11,870	(839)	Engaging heritage architect.
13644 Sloans Heritage (Caretaker) Cottage Accessibility Works	20,700	64,700	45,350	350	(45,000)	Engaging heritage architect.
13624 Parmelia House Roof Renovation	47,775	15,002	15,002	15,002	0	Project complete. Budget savings transferred to Kwinana South VBFB Station upgrade.
13842 Medina Oval Changerooms - Terracing/seating/accessibility	0	15,000	15,000	0	(15,000)	LRCI Projects.

Capital Expenditure	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
	\$	\$	\$	\$	\$	
13626 Medina Oval Toilet Refurbishment	26,250	26,250	26,250	1,250	(25,000)	
13941 Medina Oval Spectators stand and shelter	0	20,000	20,000	0	(20,000)	LRCI Project Funding Round 2.
13841 Medina Hall - Isabela Corker wing - lift, dispose, install and underlay carpet	0	4,000	4,000	3,273	(727)	LRCI Projects.
13814 Medina Centre - CCTV, lighting and WIFI upgrades	0	10,007	8,757	6,958	(1,799)	\$10k grant cfwd from 2019/20. Project complete.
13631 Calista Oval Tennis Clubrooms	137,363	137,363	137,363	122,764	(14,599)	Project complete.
13635 Rhodes Park Accessible Toilet Design	15,750	0	0	0	0	Brief in progress.
13637 Challenger Beach Ablutions Structural Renewal	10,500	0	500	0	(500)	Assessment in progress.
13618 DCA 9 Local Sportsground Clubroom Honeywood Primary School Oval	3,718,203	3,718,203	164,350	82,483	(81,867)	Project on hold during community engagement process.
13639 Wandi Resource Centre Asbestos Removal Program	15,750	15,750	15,750	750	(15,000)	Quotes received.
13837 Goldney Velodrome BMX Track Kiosk & Ablution - External wall repaint/paving restoration	0	12,000	12,000	0	(12,000)	LRCI Projects.
13843 Thomas Oval Electrical Compound - External walls cleaning/renewal and painting	0	4,500	4,500	0	(4,500)	LRCI Projects.
13942 Thomas Oval Pavilion (old) roof restoration	0	20,000	20,000	0	(20,000)	LRCI Project Funding Round 2.
13844 Wellard Pavilion - External wall finishes.	0	10,000	10,000	0	(10,000)	LRCI Projects.
13845 Wells Park public toilet - External brick wall and paving cleaning/repaint	0	10,000	10,000	0	(10,000)	LRCI Project Funding Round 2.
13638 18 Maydwell Way Asbestos Removal Program	5,250	5,500	5,500	250	(5,250)	In progress.
13856 18 Maydwell Way - Window screen renewal	0	7,000	0	0	0	In progress.
13855 Magenup Equestrian Centre - Stable renovation	0	7,000	7,000	0	(7,000)	In progress.
Buildings Total	5,231,570	6,004,355	1,349,586	543,651	(805,935)	

Capital Expenditure	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
	\$	\$	\$	\$	\$	
Plant, Furniture and Equipment						
Furniture and Equipment						
13660 Library - self returns shelves	12,355	12,355	12,305	12,305	0	Purchase complete.
13661 Library - self check out touchscreen computer & workstation	7,000	7,000	7,000	7,046	46	Purchase complete.
13662 Library - self check out stations for Community Centres	25,438	25,438	0	0	0	
13825 Replacement of Mayoral Chains	0	10,540	0	0	0	Carried forward from 2019/20.
13900 Folding/insertion machine with software for Rates	0	17,505	17,505	17,505	0	Purchase complete.
Computing Equipment						
13646 City Website Redevelopment Stage 3 of 3	122,860	122,860	76,284	53,375	(22,909)	In progress.
13647 Computing Equipment as required	25,438	25,438	12,720	0	(12,720)	
13648 Corporate Business System Implementation	1,519,953	2,139,748	1,032,962	783,015	(249,947)	In progress.
Plant and Equipment						
13606 Plant Replacement P275 Trailer Roller	23,500	21,000	21,000	18,516	(2,484)	Purchase complete.
13663 Plant Replacement P499 DECK - Toro Ride on mower	5,500	5,440	5,440	5,440	0	Purchase complete.
13664 Plant Replacement P500 DECK - Toro Ride on mower	5,500	5,440	5,440	5,440	0	Purchase complete.
13665 Plant Replacement P531 DECK - Toro Ride on mower	5,500	5,440	5,440	0	(5,440)	Estimated June delivery.
13666 Plant Replacement P114 Tandem Axle Tilt Trailer	15,000	15,000	0	0	0	Estimated May delivery.
13667 Plant Replacement P120 Trailer Box top - Coastcare	3,500	3,500	3,500	3,696	196	Purchase complete.
13668 Plant Replacement P148 Trailer box 7x4 with water tank and Pump	10,500	9,200	9,200	9,200	0	Purchase complete.
13669 Plant Replacement P199 Trailer box 7x4 with water tank and pump	10,500	10,150	10,150	9,950	(200)	Purchase complete.
13670 Plant Replacement P351 Mitsubishi Canter Tip Truck	135,000	140,000	0	0	0	Estimated June delivery.
13671 Plant Replacement P392 Mitsubishi Canter Fuso	95,000	100,000	0	0	0	Estimated June delivery.
13672 Plant Replacement P443 Isuzu Tip Truck 6x4	150,000	0	0	0	0	Cancelled.
13673 Plant Replacement P223 Volvo Loader L70	260,000	260,000	0	0	0	Estimated May delivery.
13905 Plant Replacement P227 Molnar 4 post Hoist	0	18,541	18,541	0	(18,541)	Installation in April.
13674 Traffic Management - Traffic Equipment	26,530	26,530	22,491	0	(22,491)	Purchase complete.
13833 Recquatic Pool Upgrades	0	30,500	30,500	30,500	0	Purchase complete.
13903 Outdoor toxic substance unit PR850-6	0	6,081	6,081	6,080	(1)	Purchase complete.
Motor Vehicles						
13886 Plant Replacement P551	43,000	32,117	32,117	32,117	0	Purchase complete.
13686 Plant Replacement P483	27,500	25,978	25,978	25,978	0	Purchase complete.
13693 Plant Replacement P511	43,000	42,629	42,629	42,629	0	Purchase complete.
13696 Plant Replacement P515	35,000	34,826	34,826	34,826	0	Purchase complete.
13697 Plant Replacement P492	27,500	27,069	27,069	27,069	0	Purchase complete.
13694 Plant Replacement P448	42,000	46,357	46,408	45,635	(773)	Purchase complete.
13687 Plant Replacement P479	40,000	45,066	45,066	44,759	(307)	Purchase complete.
13688 Plant Replacement P484	45,000	48,192	48,192	47,699	(493)	Purchase complete.
13695 Plant Replacement P485	40,000	39,971	39,971	39,971	(0)	Purchase complete.
13685 Plant Replacement P487	40,000	42,641	42,641	42,641	(0)	Purchase complete.
13689 Plant Replacement P493	40,000	41,234	41,234	41,234	(0)	Purchase complete.
13690 Plant Replacement P494	40,000	45,855	45,855	45,182	(673)	Purchase complete.
13691 Plant Replacement P432	45,000	42,180	42,180	41,571	(609)	Purchase complete.
13895 Additions to P587 - Bar lights and recovery points	0	9,090	9,090	8,750	(340)	Purchase complete.
13907 Plant Replacement P574 (Insurance replacement)	0	39,697	0	0	0	
13908 Plant replacement P478	0	55,000	55,000	0	(55,000)	Replacing previously leased FDC vehicle.
13964 Deposits paid to secure 2021/2022 vehicles	0	3,000	0	0	0	
Plant, Furniture and Equipment Total	2,967,074	3,638,608	1,874,814	1,482,128	(392,686)	

Capital Expenditure	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
	\$	\$	\$	\$	\$	
Park and Reserves						
13675 KIA Street Tree Planting Program	76,313	76,313	3,634	3,634	0	Design completed. Planting May 2021.
13676 Kwinana Loop Trail	10,000	10,608	10,608	10,608	(0)	Carried forward from 2019/20. Project complete.
13677 Thomas Oval Lighting	413,361	278,754	278,754	263,898	(14,856)	Project complete.
13678 Bertram Street Tree Planting Program	111,925	111,925	5,330	5,330	0	Design completed. Planting May 2021.
13679 Parks for People Strategy Ascot Park	145,000	1,320	1,320	1,320	0	Design complete.
13680 Parks for People Strategy Peace Park	10,000	10,000	10,000	13,281	3,281	Project complete.
13888 Parks for People Strategy Gemstone Park	0	129,360	1,800	3,184	1,384	Tree assessment complete. Quoting in progress.
13682 POS / Parks & Reserves Renewals Bores, Fencing, Irrigation	227,555	227,555	100,499	108,601	8,102	
Parks and Reserves Total	994,154	845,835	411,945	409,856	(2,089)	
Roads						
Urban Road Grant Construction						
13704 Wellard Road Duplication Project MRRG / DCA Funded	282,905	139,908	40,502	25,782	(14,720)	Design and drafting in progress. Landscaping tender completed.
13705 Road Reseal Renewals MRRG Ocean Street	345,200	345,200	345,200	319,293	(25,907)	Works completed.
13706 Road Reseal Renewals MRRG Mandurah Road SB1	188,300	187,800	187,800	138,909	(48,891)	Works completed.
13710 Road Reseal Renewals MRRG Mandurah Road NB 2	64,800	64,800	64,800	62,014	(2,786)	Works completed.
13707 Road Reseal Renewals MRRG Cockburn Road NB	46,400	46,400	46,400	46,224	(176)	Works completed.
13709 Road Reseal Renewals MRRG Leath Road 1	99,300	99,300	99,300	95,366	(3,934)	Works completed.
13711 Road Reseal Renewals MRRG Leath Road 2	49,700	49,700	49,700	71,343	21,643	Works completed.
13708 Road Reseal Renewals MRRG Leath Road 3	395,300	395,300	395,300	368,890	(26,410)	Works completed.
13712 Road Reseal Renewals MRRG Mason Rd	211,701	211,701	211,701	173,386	(38,315)	Works completed.
Black Spot Grant Construction						
13703 Gilmore Avenue Pedestrian Crossing	262,073	258,273	258,273	246,376	(11,897)	Works complete, awaiting invoices.
13887 Meares Road Challenger Avenue roundabout pre-deflection treatment	0	110,000	0	73,630	73,630	In progress.
Roads to Recovery Grant Construction						
13700 Road Reseal Renewals RTR Pace Road	275,000	275,000	275,000	255,436	(19,564)	Works complete, awaiting invoices.
13701 Road Reseal Renewals RTR Orton Road	174,000	174,000	174,000	15,818	(158,182)	Works planned for April.
13702 Road Reseal Renewals RTR Milton Place	77,000	77,000	7,000	35,207	28,207	In progress.
DCA Funded Construction						
13713 DCA 5 - Lyon Road - Cassowary to Kenby	437,250	437,250	437,250	0	(437,250)	
13714 DCA 2 Millar Road Chg 470 to 577. Developer to complete	293,983	293,983	0	0	0	
13715 DCA 2 Sunrise Boulevard Internal Collector Road (b) Lot 59 - (Developer to complete)	351,079	351,079	0	0	0	
LRCI Projects						
13853 Stefanelli Close - Road Resurfacing	0	75,000	75,000	28,578	(46,422)	LRCI Projects. In progress.
13854 Wandri Drive - Road Resurfacing	0	85,000	85,000	79,870	(5,130)	LRCI Projects. Works complete, post audit repairs to be completed.
13958 Sicklemore Road, Parmelia reconstruction. Strip spray seal, remove roots, backfill with roadbase compact, asphalt. Reconstruct kerbs. Construct 2.5m red asphalt shared path.	0	860,000	0	0	0	LRCI Project Funding Round 2. Construction to begin June.
13959 Summerton Road, Calista Traffic signals - Pedestrian crossing upgrade.	0	45,000	0	0	0	LRCI Project Funding Round 2. Design issued for review.
Municipal Road Construction						
13698 Traffic Management - Breccia Parade speed calming	6,699	0	0	0	0	Project cancelled.
13699 General Traffic Management - Traffic calming	81,400	51,116	51,116	48,902	(2,214)	
Roads Total	3,642,090	4,632,810	2,803,342	2,085,026	(718,316)	

Capital Expenditure	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
	\$	\$	\$	\$	\$	
Street Lighting						
13683 Street Lighting - New - Leath Road	208,525	208,525	208,525	129,425	(79,100)	Project complete.
13684 Street Lighting Upgrade reactive work street light requests	27,980	27,980	1,358	9,072	7,714	
Street Lighting Total	236,505	236,505	209,883	138,497	(71,386)	
Bus Shelter Construction						
13645 Bus Shelter Upgrades	36,630	36,630	21,221	34,995	13,774	Project complete.
Bus Shelter Construction Total	36,630	36,630	21,221	34,995	13,774	
Footpath Construction						
13657 Footpath Renewals	50,875	50,875	35,351	57,499	22,148	
13658 Gilmore Avenue Shared Path Stage 1 Design (Perth Bicycle Network LG Grants Program)	81,400	81,400	16,900	51,097	34,197	Design in progress.
13659 Parmelia Avenue Shared Path Stage 1 Design (Perth Bicycle Network LG Grants Program)	58,800	58,800	15,800	42,067	26,267	Project complete.
13821 Breccia Parade footpath	0	3,590	3,590	3,590	0	Carried forward from 2019/20. Project complete.
13851 Barwell Road - Construction of 1.5m wide concrete footpath	0	33,997	33,997	33,997	0	LRCI Funding. Project complete.
13852 Bilya Gardens - Construction of 2m wide concrete footpath	0	115,000	115,000	85,288	(29,712)	LRCI Funding. Project complete.
13945 Gamble Place, Orelia - Install new footpath and widen the cul-de sac.	0	30,000	0	0	0	LRCI Project Funding Round 2. Design in progress.
13946 Joiner Place, Parmelia - Install new footpath and widen the cul-de sac.	0	30,000	0	0	0	LRCI Project Funding Round 2. Design in progress.
13947 Hunt Place (with Cowling Way), Parmelia - New 1.5m footpath construction.	0	20,000	0	0	0	LRCI Project Funding Round 2. Design in progress.
13948 Cowling Way (with Hunt Place), Parmelia - New 1.5m footpath construction.	0	50,000	0	0	0	LRCI Project Funding Round 2. Design in progress.
13949 Porter Garden, Leda - New 1.5m footpath construction.	0	60,000	0	0	0	LRCI Project Funding Round 2. Design in progress.
13950 Pudney Place, Orelia - New 1.5m footpath construction.	0	20,000	0	0	0	LRCI Project Funding Round 2. Design in progress.
13951 Napoleon Way, Bertram - New 1.5m footpath construction.	0	16,000	0	0	0	LRCI Project Funding Round 2. Design in progress.
13952 Warrior Pass, Bertram - New 1.5m footpath construction.	0	18,000	0	0	0	LRCI Project Funding Round 2. Design in progress.
13953 Tranby Way, Bertram - New 1.5m footpath construction.	0	25,000	0	0	0	LRCI Project Funding Round 2. Design in progress.
13954 Ameer Cres, Bertram - New 1.5m footpath construction	0	23,000	0	0	0	LRCI Project Funding Round 2. Design in progress.
13955 Trust Way West, Bertram - New 1.5m footpath construction.	0	14,306	0	0	0	LRCI Project Funding Round 2. Design in progress.
13956 Roach Place, Orelia - New 1.5m footpath construction.	0	20,000	0	0	0	LRCI Project Funding Round 2. Design in progress.
13957 Sub N drain path - Sunrise/Living Edge - New 2m footpath construction.	0	30,000	0	0	0	LRCI Project Funding Round 2. Design in progress.
Footpath Construction Total	191,075	699,968	220,638	273,539	52,901	
Drainage Construction						
13651 Drainage - DCA 2 Peel Sub N Drain - Lot 64 Woolcoat Road & Lot 379	1,093,205	1,093,205	251,407	271,166	19,759	Carried forward from 2019/20. Project complete.
13652 Drainage - DCA 2 - Peel Sub N1 Drain - Lot 378 & 90	334,000	334,000	0	0	0	Completed prior year.
13653 DCA1 Stormwater Management Infrastructure	572,473	572,473	16,170	29,100	12,930	Draft design issued, under tender.
13654 DCA 3 Peel Sub P1 Drain Casuarina	1,164,627	1,164,627	0	0	0	
13655 DCA 3 Peel Sub P1A Drain Casuarina	1,098,363	1,098,363	0	0	0	
13656 DCA 3 Peel Sub P Drain Anketell South & Casuarina	1,186,647	1,186,647	0	0	0	
13649 Drainage New Ocean Street	212,850	212,850	212,850	172,784	(40,066)	Post construction audit to be carried out.
13650 Drainage New Pace Road	160,572	160,572	160,572	153,632	(6,940)	Post construction audit to be carried out.
Drainage Construction Total	5,822,737	5,822,737	640,999	626,682	(14,317)	
Capital Expenditure Total	19,121,835	21,917,448	7,532,428	5,594,374	(1,938,054)	



**Projects funded by round 2 of the LRCI program will be spent during the 2021 calendar year.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021

FINANCING ACTIVITIES
NOTE 7
BORROWINGS

Repayments - borrowings

Information on borrowings

Particulars	Finalisation of Loan	1 July 2020	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Current Budget	Actual	Current Budget	Actual	Current Budget	Actual	Current Budget
		\$	\$	\$	\$	\$	\$	\$	\$	
Governance										
Loan 99 - Administration Building Renovations	2024/25	576,328	0	0	49,985	101,532	526,343	474,796	19,522	38,476
Education and welfare										
Loan 96 - Youth Specific Space	2022/23	95,162	0	0	14,432	29,407	80,730.36	65,755	3,687	7,290
Loan 100 - Youth Specific Space	2027/28	1,270,494	0	0	66,407	134,365	1,204,086	1,136,129	33,076	66,272
Recreation and culture										
Loan 94 - Wellard Sports Pavilion	2021/22	108,836	0	0	25,941	52,709	82,895	56,127	2,807	6,728
Loan 95 - Orelia Oval Pavilion	2022/23	228,389	0	0	34,636	70,576	193,753	157,813	8,848	17,497
Loan 97 - Orelia Oval Pavilion Extension	2024/25	1,275,247	0	0	110,602	224,660	1,164,645	1,050,587	43,196	85,135
Loan 102 - Library & Resource Centre	2028/29	6,820,176	0	0	310,973	629,005	6,509,203	6,191,171	173,003	347,778
Loan 104 - Recquatic Refurbishment	2029/30	3,350,000	0	0	137,532	277,849	3,212,468	3,072,151	77,797	155,846
Loan 105 - Bertram Community Centre	2029/30	1,269,272	0	0	84,055	112,530	1,185,217	1,156,742	34,059	48,147
Loan 106 - Destination Park - Calista	2030/31	1,321,267	0	0	50,747	102,291	1,270,519	1,218,976	24,605	49,749
Transport										
Loan 98 - Streetscape Beautification	2024/25	778,043	0	0	67,479	137,066	710,563	640,977	26,354	51,943
Loan 101 - City Centre Redevelopment	2021/22*	2,500,000	0	0	0	0	2,500,000	2,500,000	54,463	79,250
B/Fwd Balance		19,593,213	0	0	952,789	1,871,990	18,640,424	17,721,223	501,416	954,111
Self supporting loans										
Recreation and culture										
Loan 103B - Golf Club Refurbishment	2031/32	249,972	0	0	8,563	17,269	241,409	232,703	4,483	9,869
		249,972	0	0	8,563	17,269	241,409	232,703	4,483	9,869
**Share of SMRC Loan		425,520	0	0	0	0	425,520	425,520	0	0
Total		20,268,705	0	0	961,352	1,889,259	19,307,353	18,379,446	505,900	963,980
Current borrowings		1,889,259					2,314,779			
Non-current borrowings		18,379,446					16,992,574			
		20,268,705					19,307,353			

*City Centre Redevelopment loan expected to be refinanced upon maturity in 2021/22.

** Current portion of borrowings includes \$425,520, which represents the City's share of the Southern Metropolitan Regional Council (SMRC) Administration Building loan with the WATC.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021

OPERATING ACTIVITIES
NOTE 9
CASH RESERVES

Cash backed reserve

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual Closing Balance
Municipal Reserves	\$	\$	\$	\$	\$	\$	\$	\$	\$
Aged Persons Units Reserve	741,044	4,143	2,467	195,761	0	(190,000)	0	750,948	743,511
Asset Management Reserve	5,163,247	46,994	51,465	1,725,401	0	(2,014,379)	(579,114)	4,921,263	4,635,599
Banksia Park Reserve	23,997	151	93	221,902	0	(136,050)	0	110,000	24,090
City Infrastructure Reserve	995,255	5,530	3,279	360,000	0	0	0	1,360,785	998,535
Community Services & Emergency Relief Reserve	340,995	3,535	2,888	0	0	(255,000)	(5,000)	89,530	338,884
Contiguous Local Authorities Group Reserve	265,918	1,593	1,193	32,941	0	(28,420)	0	272,032	267,111
Employee Leave Reserve	2,488,383	11,387	0	458,300	0	0	0	2,958,070	2,488,383
Employee Vacancy Reserve	500,233	1,872	1,426	0	0	0	0	502,105	501,659
Family Day Care Reserve	1,229,903	7,075	4,196	0	0	(71,110)	0	1,165,868	1,234,099
Golf Course Cottage Reserve	29,396	174	139	0	0	0	0	29,570	29,534
Golf Club Maintenance Reserve	8,846	52	42	5,004	0	(5,004)	0	8,898	8,888
Information Technology Reserve	2,597,169	11,967	8,040	400,000	0	(2,153,806)	(498,831)	855,330	2,106,378
Plant and Equipment Replacement Reserve	430,899	2,164	1,668	424,506	355,350	(671,657)	(205,489)	185,912	582,428
Public Arts Reserve	0	0	0	29,900	29,900	0	0	29,900	29,900
Refuse Reserve	5,644,888	19,713	0	0	0	(298,954)	0	5,365,647	5,644,888
Renewable Energy Efficiency Reserve	34,172	193	114	2,035	0	0	0	36,400	34,286
Restricted Grants & Contributions Reserve	2,187,985	0	0	400,000	0	(2,150,481)	(486,100)	437,504	1,701,884
Settlement Agreement Reserve	167,771	1,027	774	0	0	0	0	168,798	168,545
Workers Compensation Reserve	143,928	881	664	180,000	0	0	0	324,809	144,592
Sub-Total Municipal Reserves	22,994,028	118,451	78,449	4,435,750	385,250	(7,974,861)	(1,774,534)	19,573,368	21,683,194
Developer Contribution Reserves									
DCA 1 - Hard Infrastructure - Bertram	599,722	3,127	2,467	660,537	660,537	(609,455)	0	653,931	1,262,725
DCA 2 - Hard Infrastructure - Wellard	1,988,294	10,875	8,688	16,847	16,847	(2,095,102)	0	(79,086)	2,013,829
DCA 3 - Hard Infrastructure - Casuarina	0	0	0	3,472,228	0	(3,472,228)	0	0	0
DCA 4 - Hard Infrastructure - Anketell	521,489	3,308	1,412	616,222	686,769	(22,591)	0	1,118,428	1,209,670
DCA 5 - Hard Infrastructure - Wandi	427,218	2,669	1,169	561,924	561,924	(460,231)	0	531,580	990,310
DCA 6 - Hard Infrastructure - Mandogalup	274,056	1,575	1,273	297,311	297,311	(22,591)	0	550,351	572,639
DCA 7 - Hard Infrastructure - Wellard West	18,172	153	47	32,989	31,989	(22,954)	0	28,360	50,208
DCA 8 - Soft Infrastructure - Mandogalup	450,501	3,499	1,248	858,335	859,335	(23,902)	0	1,288,433	1,311,085
DCA 9 - Soft Infrastructure - Wandi/Anketell	11,941,274	70,651	31,270	973,352	980,353	(3,342,105)	0	9,643,172	12,952,897
DCA 10 - Soft Infrastructure - Casuarina/Anketell	204,182	1,275	599	0	0	(24,774)	0	180,683	204,782
DCA 11 - Soft Infrastructure - Wellard East	6,152,977	31,695	24,931	307,660	307,660	(25,662)	0	6,466,670	6,485,568
DCA 12 - Soft Infrastructure - Wellard West	8,468,096	43,608	34,300	988,378	988,378	(24,362)	0	9,475,720	9,490,775
DCA 13 - Soft Infrastructure - Bertram	263,326	1,623	754	0	0	(24,216)	0	240,733	264,079
DCA 14 - Soft Infrastructure - Wellard/Leda	706,921	4,283	1,922	419,728	118,145	(24,151)	0	1,106,781	826,988
DCA 15 - Soft Infrastructure - City Site	239,431	1,537	688	58,945	69,001	(24,151)	0	275,762	309,121
Sub-Total Developer Contribution Reserves	32,255,658	179,878	110,769	9,264,456	5,578,248	(10,218,475)	0	31,481,517	37,944,675
Total Reserves	55,249,686	298,329	189,218	13,700,206	5,963,498	(18,193,336)	(1,774,534)	51,054,885	59,627,869

Operating grants, subsidies and contributions Provider	Contract Liability	Current Budget Revenue	Budget YTD Revenue	Actual YTD Revenue	Comments
	\$	\$		\$	
Governance					
Local Government General Purpose Grant		503,192	377,394	377,394	Qtr 1 instalment received, higher than budgeted.
Local Government General Purpose Grant - Roads		392,264	294,198	294,197	Qtr 1 instalment received, higher than budgeted.
Non Rateable Property - Dampier to Bunbury Natural Gas Pipeline Corridor		177,000	0	176,587	
Law, order, public safety					
Department Fire and Emergency Services - ESL	0	141,129	94,086	141,129	First instalment of 2021 grant received early in June 20.
Department Fire and Emergency Services - RCTI ESG 1819 & 1920	0	28,646	28,646	38,110	DFES Operating Grant from FY19 received July.
Western Australian Local Government (WALGA)	0	0	2,000	2,000	Review & development of plan for animal welfare in emergencies.
Mitigation Activity Fund Grant 20/21 Round 2	0	15,251	7,626	7,626	
Health					
Mosquito Management Contributions (CLAG)	0	32,941	31,477	33,907	
Department of Health - Larvicide	0	3,339	1,839	0	
Education and welfare					
Banksia Park Operating Cost Contribution	0	346,320	259,740	259,740	
Family Daycare - Mainstream Childcare Benefit Subsidy		2,677,419	1,995,807	1,879,754	
Family Daycare - Subsidy Other		200,284	200,284	260,985	
Family Daycare - Operational Subsidy - Dept of Communities NW04		0	0	533	
Family Daycare - Inclusion Subsidy Scheme		5,160	2,580	0	
In-Home Care - CCB Subsidy		848,620	664,840	664,852	
In-Home Care - Subsidy - Department of Communities		34,277	34,277	49,968	
Family Day Care Sustainability Grant	80,904	143,264	62,360	62,360	
NGALA My Time Program	0	10,560	10,560	7,920	
Operational Subsidy - Aboriginal Resource Worker		31,500	31,500	30,514	
Library Contributions and Donations		166	121	81	
Youth Social Justice Program		178,760	178,760	178,761	
Youth Leadership and Development LYRIK		20,000	0	0	
Youth Intervention Program		20,000	0	0	
Youth Spaces Activation		5,000	0	0	
CSIRO - Indigenous STEM awards event recognition		0	0	700	
Community amenities					
PTA Bus Shelter Subsidy		7,000	0	0	
Greening fund	62,853	40,000	0	0	\$100k Grant received in 2018. 3year funding to 2021.
Bin Tagging Funding	0	22,000	0	0	
Sustainability Workshops	0	1,455	0	0	
Grow it Local	0	25,000	0	0	
Recreation and culture					
Shared Use Agreements		119,963	106,987	104,707	
Stay on Your Feet Program - Injury Matters	1,572	3,230	0	1,658	
Australia Day branding grant		1,000	1,000	1,000	
Good Things Foundation Grant - Get Online Week		1,000	1,000	1,000	
KIC Sponsorship 2020 Lollyrun		10,000	10,000	10,000	
Community Development Fund - Kwinana Industries Council		20,000	20,000	20,000	Kwinana Community Chest.
OMG Kwinana Fringe Festival		72,636	72,636	63,636	DLGSC & Fremantle Ports
Transport					
Main Roads Annual Direct Grant		191,745	191,745	191,745	
Main Roads Street Light Subsidy		6,000	0	0	
Main Roads Maintenance Contribution		131,780	65,890	65,890	
TOTALS	145,329	6,467,901	4,747,353	4,926,755	

Non-operating grants, subsidies and contributions Provider	Unspent Funding Liability	Current Budget Revenue	Budget YTD Revenue	Actual YTD Revenue	Comments
	\$	\$		\$	
Law, order, public safety					
Department Premier & Cabinet - Kwinana South extensions	30,000	699,600	0	0	
Department Premier & Cabinet - Mandogalup extensions	0	26,302	13,151	13,151	Final recognition of Grant received FY19. Project complete.
Department Fire and Emergency Services - Mandogalup Ablutions	0	131,718	110,824	110,824	Final 25% claim received October. Project complete.
Recreation and culture					
Medina Oval Extension/Upgrade - Changeroom Development	0	400,000	0	0	
Department of Infrastructure - Thomas Oval Lighting	0	37,500	37,500	37,500	Final claim completed.
Department of Education - McWhirter Promenade and Johnson Road landscaping	0	0	0	55,663	Project completed FY20.
Department of Education - Breccia Parade Footpath	0	2,547	2,547	2,547	
Local Roads and Community Infrastructure Program	0	214,000	137,000	0	
Local Roads and Community Infrastructure Program - Round 2	0	183,500	48,500	0	
Lotterywest - Kwinana Loop Trail	0	38,000	38,000	38,000	Project complete.
Transport					
Roads to Recovery - Pace Road Re-seal	0	275,000	0	275,000	Received March 2021.
Roads to Recovery - Orton Road Re-seal	0	174,000	0	174,000	Received March 2021.
Roads to Recovery - Milton Place Re-seal	0	48,903	0	48,903	Received March 2021.
State Road Grant - Wellard Road Duplication Project	0	0	0	0	
State Road Grant - Road Reseal - Ocean Street	0	230,133	90,976	181,952	
State Road Grant - Road Reseal - Cockburn Road NB	0	30,933	23,478	30,816	
State Road Grant - Road Reseal - Leath Road 1	0	66,200	26,480	52,960	
State Road Grant - Road Reseal - Leath Road 2	0	33,133	12,664	25,328	
State Road Grant - Road Reseal - Leath Road 3	0	263,533	104,604	209,208	
State Road Grant - Road Reseal - Mandurah Road SB1	0	125,333	49,460	98,920	
State Road Grant - Road Reseal - Mandurah Road NB 2	0	43,200	16,673	33,346	
State Road Grant - Road Reseal - Mason Rd	0	141,133	55,376	110,752	
Black Spot - Gilmore Avenue Pedestrian Crossing	0	154,940	30,940	30,940	
Black Spot - Meares Road - roundabout deflection treatment	0	73,333	29,333	29,333	
Perth Bicycle Network LG Grant - Gilmore Avenue Shared Path Stage 1 Design	0	40,700	16,280	32,560	
Perth Bicycle Network LG Grant - Parmelia Avenue Shared Path Stage 1 Design	0	29,400	23,520	21,034	
Local Roads and Community Infrastructure Program	141,462	320,720	205,720	125,898	Barwell Rd & Bilya Gdns footpaths and Wellard paving project completed.
Local Roads and Community Infrastructure Program - Round 2	770,903	1,358,306	0	0	50% received March 2021.
Economic services					
Medina CCTV Grant	0	10,007	0	6,958	Project complete. Unspent funds returned.
Community amenities					
DCA 1 - Hard Infrastructure - Bertram	660,537	675,102	0	0	
DCA 2 - Hard Infrastructure - Wellard	1,721,297	2,095,102	0	0	
DCA 3 - Hard Infrastructure - Casuarina	0	3,472,228	0	0	
DCA 4 - Hard Infrastructure - Anketell	1,200,960	22,591	0	0	
DCA 5 - Hard Infrastructure - Wandí	615,994	460,231	0	0	
DCA 6 - Hard Infrastructure - Mandogalup	569,703	22,591	0	0	
DCA 7 - Hard Infrastructure - Mandogalup (west)	49,262	22,954	0	0	
DCA 8 - Soft Infrastructure - Mandogalup	1,303,383	23,902	0	0	Revenue is recognised upon meeting performance obligations (in-line with expenditure on DCA infrastructure).
DCA 9 - Soft Infrastructure - Wandí / Anketell	10,990,358	3,342,105	0	0	
DCA 10 - Soft Infrastructure - Casuarina/Anketell	194,800	24,774	0	0	
DCA 11 - Soft Infrastructure - Wellard East	5,723,005	25,662	0	0	
DCA 12 - Soft Infrastructure - Wellard West	8,262,560	24,362	0	0	
DCA 13 - Soft Infrastructure - Bertram	170,063	24,216	0	0	
DCA 14 - Soft Infrastructure - Wellard / Leda	665,903	24,152	1	0	
DCA 15 - Soft Infrastructure - Townsite	328,843	24,151	0	0	
TOTALS	33,399,032.52	15,436,197	1,073,027	1,745,592	

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MARCH 2021**

**NOTE 12
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 1 July 2020	Amount Received	Amount Paid	Closing Balance 31 Mar 2021
	\$	\$	\$	\$
APU Security Bonds	17,934	3,000	0	20,934
Contiguous Local Authorities Group (CLAG)	3,594	1,383	0	4,977
Public Open Space Cash In Lieu	283,848	36,765	0	320,613
	305,376	41,148	0	346,524

Amendments to original budget since budget adoption. Surplus/(Deficit)

Date	Description	Increase / (Decrease) to Net Surplus	Amended Budget Running Balance
		\$	\$
24/06/2020	Annual Budget adoption	0	0
12/08/2020	Non-Operating Grants & Contributions - Local Roads and Community Infrastructure Program	534,720	
	Capital projects expenditure- Buildings	(229,000)	
	Capital projects expenditure - Footpaths	(145,720)	
	Capital projects expenditure - Roads	(160,000)	0
26/08/2020	Opening Surplus Adjustment	25,000	
	Capital project expenditure - Plant & Equipment - Recquatic upgrades	(25,000)	
	Opening Surplus Adjustment	3,540	
	Transfer from Reserve - Restricted Grants and Contributions Reserve	7,000	
	Capital project expenditure - Furniture & Equipment - Mayoral Chains	(10,540)	0
9/09/2020	Reallocation of budgets between Capital building projects as did not meet LRCI criteria		
	W13856 - Maydwell Way - Window screens renewal	7,000	
	W13855 - Magenup Equestrian Centre - Stable renovation	7,000	
	W13633 - Sloans Cottage Accessibility Works	(14,000)	0
	Allocation of FESA ESL Grant received		
	FESA ESL Grant - Govt Grant State	6,992	
	FESA ESL - Kwinana South Vehicle Expenses	(1,320)	
	FESA ESL - Mandogalup Vehicle Expenses	(1,321)	
	FESA ESL - Kwinana South Plant & Equipment Purchases	(1,422)	
	FESA ESL - Mandogalup Plant & Equipment Purchases	(2,929)	0
20/09/2020	Transfer of Insurance proceeds from stolen statue to Public Arts Reserve.		
	Insurance Proceeds	29,900	
	Transfer to Public Arts Reserve	(29,900)	0
	Reallocation of capital funding.		
	W13833 - Pool upgrades to align with new chlorine gas standard.	(7,000)	
	W13642 - Backwash tank no longer required	7,000	
	Transfer from Reserve Asset Mgmt Reserve - to W13833 Pool Upgrades	7,000	
	Transfer from Reserve Asset Mgmt Reserve - to W13642 25m backwash tank lid	(7,000)	
	W13630 - Darius Wells Automated Disabled toilet doors - additional expenditure	(5,000)	
	W13628 - John Wellard CC Stormwater system	5,000	
	Transfer from Asset Management Reserve - W13630 Darius Wells Automated Doors	5,000	
	Transfer from Asset Management Reserve - W13628 John Wellard Community Centre Stormwater System	(5,000)	0
14/10/2020	Reallocation of capital funding to Kwinana South VBFB Station.		
	W13624 - Transfer from Asset Management Reserve (savings in Parmelia House roof renovation)	32,700	
	W13620 - Transfer from Asset Management Reserve to Kwinana South VBFB Station upgrade	(32,700)	
	W13624 - Capital Expenditure - savings in Parmelia House roof renovation	(32,700)	
	W13620 - Capital Expenditure- Kwinana South VBFB Station upgrade.	32,700	
	Site works construction costs not allowed for under DFES funding.		0
28/10/2020	Reallocation of fleet vehicle replacement Plant 551.		
	W13692/W13886 - Capital Expense - Plant and equipment	(10,000)	
	W13692/W13886 - Reserve Transfer - Plant and Equipment Replacement Reserve	10,000	0
	Playground remediation work for Gemstone Park - reallocation of Parks for People Strategy funding.		
	Capital Expense - Parks for People Strategy - Gemstone Park	(129,360)	
	Capital Expense - Parks for People Strategy - Ascot Park	143,680	
	Transfer from Asset Management Reserve	(14,320)	0

Amendments to original budget since budget adoption. Surplus/(Deficit)

Date	Description	Increase / (Decrease) to Net Surplus	Amended Budget Running Balance
		\$	\$
28/10/2020	Main Roads Black Spot funding (2/3) to construct pre-deflection treatment at Meares Avenue.		
	Capital Expense - Meares Avenue - Challenger Avenue roundabout pre deflection treatment	(110,000)	
	W13699 - Traffic Management - Traffic Calming	36,667	
	W13699 Transfer from Asset Management Reserve	(36,667)	
	W13887 Transfer from Asset Management Reserve	36,667	
	Capital Revenue - Grant - Black Spot Grant Funding	73,333	0
	In-house delivery of Age Friendly Strategy.		
	Operating expense - City Engagement Admin - Salaries	(75,000)	
	Operating expense - City Executive - Consultancy	75,000	0
	Thomas Oval Lighting carried forward from 2019/2020.		
	Capital Expense - Reserve Development - Sport - Thomas Oval Lighting	134,607	
	Capital Revenue - Grant - Department of Sport and Recreation	(112,500)	
	Reserve transfer - Restricted Grants and Contributions - Thomas Oval Lighting	(54,613)	
	Opening Surplus	32,506	0
	Maintenance of Wellard sub drain for 21months following handover per Development Contribution Plan.		
	Operating expense - Drainage maintenance - Wellard	(22,240)	
	Reserve transfer - DCA 2 Reserve	22,240	0
12/11/2020	Good Things Foundation Grant		
	Operating Grant Revenue	1,000	
	Operating expense - Special Events	(1,000)	0
	Recquatic Café Splash opening		
	Revenue - Café Income	44,058	
	Operating Expenditure (employee expenses, materials and contracts)	(44,058)	0
25/11/2020	Recquatic Swim Club Office relocation		
	W13873 Capital Expense - Swim Club Office relocation	(10,400)	
	Operating expense - Expendable equipment	10,400	0
	Inhouse Printer for Rates department		
	Capital expense - Folding/insertion machine with software	(17,505)	
	Operating expense - stationary and printing	17,505	0
	DFES Mitigation Works Grant		
	Revenue - Operating Grants	15,251	
	Operating expense - Mitigation works	(15,251)	0
16/12/2020	Plant Replacement P227 Molnar 4 post Hoist		
	W13905 Capital Expense - Plant & Equipment - New Molnar 4 post hoist	(18,541)	
	Sales Proceeds - Plant & Equipment	1,500	
	Operating Expense - savings in City Operations Infrastructure Maintenance	17,041	0
27/01/2021	Local Roads and Community Infrastructure Program - Round 2 Funding		
	Capital Revenue - Grant - LRCI	534,720	
	Capital Expense - Buildings - Various	(229,000)	
	Capital Expense - Footpaths - Various	(145,720)	
	Capital Expense - Roads - Various	(160,000)	0
	Family Day Care Vehicle - purchase rather than lease		
	Capital Expense - Bright Futures - Vehicles	(55,000)	
	Operating Expense - Bright Futures - Lease Vehicles	(5,000)	
	Family Day Care Reserve	60,000	0

Amendments to original budget since budget adoption. Surplus/(Deficit)

Date	Description	Increase / (Decrease) to Net Surplus	Amended Budget Running Balance
		\$	\$
27/01/2021	Insurance Replacement P574		
	Capital expense - New fleet vehicle	(39,697)	
	Capital Revenue - Insurance proceeds	39,197	
	Operating Expense - Plant operating - contractors	500	0
	Purchase of Toxic Chemical Storage Cabinet		
	Operating expense - City Operations - Expendable equipment	(13,771)	
	Capital Expense - Plant & Equipment - Toxic chemical storage cabinet	(6,081)	
	Capital Revenue - Plant & Equipment proceeds - Trailers x2	6,602	
	Operating revenue - City Operations - sale of operating equipment	13,250	0
	Deposits Payable to Secure 2021/2022 Vehicles		
	Prepayment - Plant & Equipment - Vehicles Deposit	(3,000)	
	Reserve Transfer - Plant and Equipment Replacement Reserve	3,000	0
10/02/2021	Donation to Wooroloo and Hills Bushfire Appeal		
	Operating Expense - Other Welfare - Sundry Donations	(5,000)	
	Reserve Transfer - Community Services & Emergency Relief Reserve	5,000	0
24/02/2021	Budget Review		
	Increase in Operating Funding Surplus brought forward	1,412,908	
	Operating Activities	1,087,235	
	Depreciation/Other Non Cash	6,420,692	
	Decrease in Non-operating Grants, Subsidies and Contributions	(35,623)	
	Decrease in proceeds from disposal of assets	(56,946)	
	Decrease in Capital Expenditure	150,878	
	Decrease in Financing Activities	(4,451,148)	4,527,996
	Allocation of Surplus		
	Operating expenditure - Online Booking System	(7,500)	
	Operating expenditure - Industrial Relations advice	(10,000)	
	Operating expenditure - Internal Audit	(15,000)	
	Operating expenditure - Consultant for Bank Tender Review	(15,000)	
	Operating expenditure - Regulation 17 Review	(16,000)	
	Operating expenditure - Natural Area Management Plan	(25,000)	
	Operating expenditure - City Leadership Training	(146,000)	
	Capital Expenditure - Admin Building Refurbishment	(150,000)	
	Capital Expenditure - Corporate Business System Project	(619,795)	
	Reserve Transfer - Workers Compensation Reserve	(180,000)	
	Reserve Transfer - Infrastructure Reserve (future funding of PTA grants shared pathways)	(360,000)	
	Reserve Transfer - Restricted Grants & Contributions Reserve - Workforce reclassification project	(400,000)	
	Reserve Transfer - Information Technology Reserve - Corporate Business System 2021/22	(400,000)	
	Reserve Transfer - Employee Leave Provision Reserve	(458,300)	
	Reserve Transfer - Asset Management Reserve	(1,725,401)	
		(4,527,996)	0
		(4,527,996)	0

KEY TERMS AND DESCRIPTIONS

FOR THE PERIOD ENDED 31 MARCH 2021

REVENUE

RATES

All rates levied under the *Local Government Act 1995*. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refers to all amounts received as grants, subsidies and contributions that are not non-operating grants.

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of identifiable non financial assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. *Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

PROFIT ON ASSET DISPOSAL

Excess of assets received over the net book value for assets on their disposal.

NATURE OR TYPE DESCRIPTIONS

EXPENSES

EMPLOYEE COSTS

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Shortfall between the value of assets received over the net book value for assets on their disposal.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

18.2 Statement of Objects and Reasons and Proposed 2021/2022 Differential Rates and Minimum Payments

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

This report is provided for Council to consider the Statement of Objects and Reasons and the proposed differential rates and minimum payments for the 2021/2022 financial year for the purpose of advertising and seeking public submissions as required by the *Local Government Act 1995*.

OFFICER RECOMMENDATION:

That Council:

1. Endorse the advertising of the differential rates and minimum payments that are being proposed for the 2021/2022 financial year including the time and place the Statement of Objects and Reasons are available for inspection; and
2. Adopt the City of Kwinana Statement of Objects and Reasons as contained in Attachment A; and
3. Commence the public submission period, including publishing the notice from 1 May 2021.

DISCUSSION:

Rates are a significant proportion of the City's revenue and are used to achieve the objectives of the Strategic Community Plan and Corporate Business Plan. The purpose of levying rates is to meet the City's budget requirements in order to deliver services and infrastructure each financial year.

The draft Long Term Financial Plan (LTFP) was adopted by Council on 31 March 2021 and outlined the projected income and expenditure over the 20 year term, along with efficiency measures, proposed capital works, projects and new initiatives. Based on the assumptions of the LTFP, a 2.0% rate increase for the 2021/2022 financial year was forecast, which would generate \$41.6 million in rates income, to balance the City's expenditure. The draft LTFP can be found on the City's website.

The below table shows the different rate categories and compares the current year rate in the dollar and minimum rate, to the proposed rate in the dollar and minimum for the coming year. There is a general 2% increase for the categories, with the exception of the Improved Special Residential and Vacant Non Residential, which are both affected by the adjustment which removes the subsidies from these classes of land.

18.2 STATEMENT OF OBJECTS AND REASONS AND PROPOSED 2021/2022 DIFFERENTIAL RATES AND MINIMUM PAYMENTS

Rate Code Description	20/21 RID	2021 Minimum	Proposed 21/22 RID	Proposed 21/22 Minimum	Increase
Improved Residential	0.09665	1,062	0.09858	1,083	2%
Improved Special Residential	0.08801	1,062	0.09265	1,083	5%
Improved Commercial & Industrial	0.09641	1,382	0.09834	1,410	2%
Vacant Residential	0.17346	1,062	0.17693	1,083	2%
Vacant Non Residential	0.13116	1,062	0.14788	1,083	13%
General Industrial	0.01803	1,382	0.01839	1,410	2%
Rural	0.00520	1,062	0.00530	1,083	2%
Mining and Industrial	0.00868	1,382	0.00885	1,410	2%

When implementing its rating strategy as part of the LFTP, Council considered the key values contained within *Rating Policy Differential Rates (s.6.33) March 2016* (Rating Policy) released by the then Department of Local Government and Communities), being:

- Objectivity
- Fairness and Equity
- Consistency
- Transparency and Administrative Efficiency

In accordance with the Rating Policy, City Officers compared the proposed rates with the City's neighbouring local governments. The Rating Policy states, "*the local government has reviewed and considered rates proposed in neighbouring or similar local government districts in the rating strategy.*"

Before the City of Kwinana can impose differential rates, Council must advertise the proposed differential rates for a minimum of 21 days. The advertising period cannot commence before 1 May 2021 which will be 2 months before the adoption of the budget. This period of advertising allows ratepayers the ability to inspect the proposed Objects and Reasons and make a public submission in respect to the proposed differential rates and minimum payments prior to Council's adoption of the rates as part of the 2021/2022 Budget. Council can adopt a different rate in the dollar and minimum payment at the time Council adopts the 2021/2022 Budget.

Additionally, in accordance with the *Local Government Act 1995*, because the General Industrial (UV) rate in the dollar is more than twice the Rural rate category, Council must seek approval from the Minister to raise a differential rate more than twice the lowest differential rate.

Further to this, the City applies minimum payments in accordance with the *Local Government Act 1995*. The *Local Government Act 1995* states that a local government may not have more than 50% of its properties in any one class of property on minimum payments or in total over the district. However, there is a provision in the *Local Government Act 1995* that allows for a vacant land rate category to have more than 50% of properties on minimum payments if approval from the Minister is obtained. This is a common request by local governments. For the 2021/2022 financial year, if Council approve the proposed minimum payments, the City will need to apply to the Minister for Local Government as there are more than 50% of vacant properties on the minimum rates for the Vacant Residential rate category. The number of minimum rated vacant properties for the Vacant Residential rate category is approximately 70%.

18.2 STATEMENT OF OBJECTS AND REASONS AND PROPOSED 2021/2022 DIFFERENTIAL RATES AND MINIMUM PAYMENTS

Throughout the differential rating process, the City has been committed to simplifying its rating structure to achieve efficiencies and equity in relation to its implementation and administration of rates. A key focus going forward will be for the City to review the rate categories annually and ensure that properties are rated in a fair and equitable manner, having due regard to objectivity, consistency, transparency and administrative efficiency.

LEGAL/POLICY IMPLICATIONS:

Local Government Act 1995

S6.33. Differential general rates

- (1) *A local government may impose differential general rates according to any, or a combination, of the following characteristics —*
 - a. *the purpose for which the land is zoned, whether or not under a local planning scheme or improvement scheme in force under the Planning and Development Act 2005; or*
 - b. *a purpose for which the land is held or used as determined by the local government; or*
 - c. *whether or not the land is vacant land; or*
 - d. *any other characteristic or combination of characteristics prescribed.*
- (2) *Regulations may —*
 - a. *specify the characteristics under subsection (1) which a local government is to use; or*
 - b. *limit the characteristics under subsection (1) which a local government is permitted to use.*
- (3) *In imposing a differential general rate a local government is not to, without the approval of the Minister, impose a differential general rate which is more than twice the lowest differential general rate imposed by it.*
- (4) *If during a financial year, the characteristics of any land which form the basis for the imposition of a differential general rate have changed, the local government is not to, on account of that change, amend the assessment of rates payable on that land in respect of that financial year but this subsection does not apply in any case where section 6.40(1)(a) applies.*
- (5) *A differential general rate that a local government purported to impose under this Act before the Local Government Amendment Act 2009 section 39(1)(a) came into operation is to be taken to have been as valid as if the amendment made by that paragraph had been made before the purported imposition of that rate.*

6.35. Minimum payment

- (1) *Subject to this section, a local government may impose on any rateable land in its district a minimum payment which is greater than the general rate which would otherwise be payable on that land.*
- (2) *A minimum payment is to be a general minimum but, subject to subsection (3), a lesser minimum may be imposed in respect of any portion of the district.*
- (3) *In applying subsection (2) the local government is to ensure the general minimum is imposed on not less than —*
 - (a) *50% of the total number of separately rated properties in the district; or*
 - (b) *50% of the number of properties in each category referred to in subsection (6), on which a minimum payment is imposed.*

18.2 STATEMENT OF OBJECTS AND REASONS AND PROPOSED 2021/2022 DIFFERENTIAL RATES AND MINIMUM PAYMENTS

- (4) A minimum payment is not to be imposed on more than the prescribed percentage of —
 - (a) the number of separately rated properties in the district; or
 - (b) the number of properties in each category referred to in subsection (6), unless the general minimum does not exceed the prescribed amount.
- (5) If a local government imposes a differential general rate on any land on the basis that the land is vacant land it may, with the approval of the Minister, impose a minimum payment in a manner that does not comply with subsections (2), (3) and (4) for that land.
- (6) For the purposes of this section a minimum payment is to be applied separately, in accordance with the principles set forth in subsections (2), (3) and (4) in respect of each of the following categories —
 - (a) to land rated on gross rental value; and
 - (b) to land rated on unimproved value; and
 - (c) to each differential rating category where a differential general rate is imposed.

[Section 6.35 amended: No. 49 of 2004 s. 61.]

6.36. Local government to give notice of certain rates

- (1) Before imposing any differential general rates or a minimum payment applying to a differential rate category under section 6.35(6)(c) a local government is to give local public notice of its intention to do so.
- (2) A local government is required to ensure that a notice referred to in subsection (1) is published in sufficient time to allow compliance with the requirements specified in this section and section 6.2(1).
- (3) A notice referred to in subsection (1) —
 - (a) may be published within the period of 2 months preceding the commencement of the financial year to which the proposed rates are to apply on the basis of the local government's estimate of the budget deficiency; and
 - (b) is to contain —
 - (i) details of each rate or minimum payment the local government intends to impose; and
 - (ii) an invitation for submissions to be made by an elector or a ratepayer in respect of the proposed rate or minimum payment and any related matters within 21 days (or such longer period as is specified in the notice) of the notice; and
 - (iii) any further information in relation to the matters specified in subparagraphs (i) and (ii) which may be prescribed; and
- (c) is to advise electors and ratepayers that the document referred to in subsection (3A) —
 - (i) may be inspected at a time and place specified in the notice; and
 - (ii) is published on the local government's official website.
- (3A) The local government is required to prepare a document describing the objects of, and reasons for, each proposed rate and minimum payment and to publish the document on the local government's official website.
- (4) The local government is required to consider any submissions received before imposing the proposed rate or minimum payment with or without modification.

18.2 STATEMENT OF OBJECTS AND REASONS AND PROPOSED 2021/2022 DIFFERENTIAL RATES AND MINIMUM PAYMENTS

- (5) *Where a local government —*
- (a) *in an emergency, proposes to impose a supplementary general rate or specified area rate under section 6.32(3)(a); or*
 - (b) *proposes to modify the proposed rates or minimum payments after considering any submissions under subsection (4), it is not required to give local public notice of that proposed supplementary general rate, specified area rate, modified rate or minimum payment.*

FINANCIAL/BUDGET IMPLICATIONS:

The differential rates model as endorsed by Council will directly influence Council's ability to fund expenditure requirements proposed to be included in the 2021/2022 Budget.

Expenses will be incurred in relation to advertising, which are accommodated within the current budget.

ASSET MANAGEMENT IMPLICATIONS:

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

ENVIRONMENTAL IMPLICATIONS:

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

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following outcome and objective detailed in the Corporate Business Plan.

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

COMMUNITY ENGAGEMENT:

Council must give local public notice, no earlier than 1 May 2021, which details each rate in the dollar and minimum payment and make available the Objects and Reasons for its differential rating categories. A minimum period of 21 days must be provided for the community to provide feedback. Any submissions received must be considered by Council prior to the request for Minister's approval and adoption of rates.

The following engagement will take place:

- Public notice will be published in a local newspaper.
- Public notice will be published in The West Australian newspaper.

18.2 STATEMENT OF OBJECTS AND REASONS AND PROPOSED 2021/2022 DIFFERENTIAL RATES AND MINIMUM PAYMENTS

- Information will be made available on the City's website outlining the intention to levy differential rates and minimum payments and details on how to make a submission.
- Post on the City's social media site.

PUBLIC HEALTH IMPLICATIONS

There are no implications on any determinants of health as a result of this report.

RISK IMPLICATIONS:

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

Risk Event	Failing to advertise the notice of intention to levy rates for the 2021/2022 financial year
Risk Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Effect/Impact	Compliance
Risk Assessment Context	Operational
Consequence	Major
Likelihood	Rare
Rating (before treatment)	Low
Risk Treatment in place	Avoid - remove cause of risk
Response to risk treatment required/in place	Council adopt the rates for advertising in accordance with the requirements of the <i>Local Government Act 1995</i> .
Rating (after treatment)	Low

COUNCIL DECISION

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MOVED CR P FEASEY**SECONDED CR S LEE**

That Council:

1. **Endorse the advertising of the differential rates and minimum payments that are being proposed for the 2021/2022 financial year including the time and place the Statement of Objects and Reasons are available for inspection; and**
2. **Adopt the City of Kwinana Statement of Objects and Reasons as contained in Attachment A; and**
3. **Commence the public submission period, including publishing the notice from 1 May 2021.**

**CARRIED
7/0**

STATEMENT OF OBJECTS AND REASONS FOR DIFFERENTIAL RATE CATEGORIES 2021/2022

In accordance with section 6.36 of the *Local Government Act 1995* and the Council's "Notice of Intention to Levy Differential Rates and Minimum Payments", the following information details the objects and reasons for each of the proposed differential rating categories.

Summary

The following are the proposed Differential General Rates and Minimum Payments for the City of Kwinana for the 2021/2022 financial year, to be effective from 1 July 2021.

GRV Rate Categories	Minimum Payment (\$)	Rate in \$	% Change
GRV Improved Residential	1,083	0.09858	2.00%
GRV Improved Special Residential	1,083	0.09265	5.27%
GRV Vacant Residential	1,083	0.17693	2.00%
GRV Vacant Non Residential	1,083	0.14788	12.75%
GRV Improved Commercial and Industrial	1,410	0.09834	2.00%
UV Rate Categories	Minimum Payment (\$)	Rate in \$	% Change
UV General Industry	1,410	0.01839	2.00%
UV Rural	1,083	0.00530	2.00%
UV Mining and Industrial	1,410	0.00885	2.00%

The above rate model is estimated to yield \$41,618,959 in rate revenue based on the information current at 25 March 2020.

What are Rates?

Rates are a tax levied on all rateable properties within the boundaries of the City of Kwinana in accordance with the *Local Government Act 1995*. The overall objective of the proposed rates in the 2021/2022 Budget is to provide for the net funding requirements of the City's services, activities, financing costs and the current and future capital requirements of the City, after taking into account all other forms of revenue. The formulation of a rating system is about achieving a means by which Council can raise sufficient revenue to pay for the services it provides. Throughout Australia, the basis of using property valuations has been found to be the most

Administration

appropriate means of achieving rating equity; however, the achievement of a wholly equitable rating system for all properties, in all areas, is a difficult task if it is based on the property valuations alone. For this reason, there are refinement options made available, such as differential rating, that the City of Kwinana has elected to use. In Western Australia, land is valued by Landgate Valuation Services (Valuer General's Office – a State Government agency) and those valuations are forwarded to each Local Government. Two types of values are calculated - Gross Rental Value (GRV) which generally applies to urban, non-rural land; and Unimproved Value which generally applies to rural land.

Rating Provisions – *Local Government Act 1995*

The *Local Government Act 1995* sets out the basis on which differential general rates may be based as follows:

Section 6.32. Rates and service charges

(1) When adopting the annual budget, a local government –

- 1. in order to make up the budget deficiency, is to impose* a general rate on rateable land within its district, which rate may be imposed either –*
 - (i) uniformly; or*
 - (ii) differentially*

Differential Rates

Section 6.33. Differential general rates

(1) A local government may impose differential general rates according to any, or a combination, of the following characteristics —

- (a) the purpose for which the land is zoned, whether or not under a local planning scheme or improvement scheme in force under the Planning and Development Act 2005; or*
- (b) a purpose for which the land is held or used as determined by the local government; or*
- (c) whether or not the land is vacant land; or*
- (d) any other characteristic or combination of characteristics prescribed.*

Administration

(2) Regulations may —

(a) specify the characteristics under subsection (1) which a local government is to use; or

(b) limit the characteristics under subsection (1) which a local government is permitted to use.

(3) In imposing a differential general rate a local government is not to, without the approval of the Minister, impose a differential general rate which is more than twice the lowest differential general rate imposed by it.

(4) If during a financial year, the characteristics of any land which form the basis for the imposition of a differential general rate have changed, the local government is not to, on account of that change, amend the assessment of rates payable on that land in respect of that financial year but this subsection does not apply in any case where section 6.40(1)(a) applies.

(5) A differential general rate that a local government purported to impose under this Act before the Local Government Amendment Act 2009 section 39(1)(a) came into operation is to be taken to have been as valid as if the amendment made by that paragraph had been made before the purported imposition of that rate.

Minimum Payments

Section 6.35. Minimum Payment

(1) Subject to this section, a local government may impose on any rateable land in its district a minimum payment which is greater than the general rate which would otherwise be payable on that land.

(2) A minimum payment is to be a general minimum but, subject to subsection (3), a lesser minimum may be imposed in respect of any portion of the district.

(3) In applying subsection (2) the local government is to ensure the general minimum is imposed on not less than —

(a) 50% of the total number of separately rated properties in the district; or

(b) 50% of the number of properties in each category referred to in subsection (6), on which a minimum payment is imposed.

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(4) A minimum payment is not to be imposed on more than the prescribed percentage of —

(a) the number of separately rated properties in the district; or

(b) the number of properties in each category referred to in subsection (6), unless the general minimum does not exceed the prescribed amount.

(5) If a local government imposes a differential general rate on any land on the basis that the land is vacant land it may, with the approval of the Minister, impose a minimum payment in a manner that does not comply with subsections (2), (3) and (4) for that land.

(6) For the purposes of this section a minimum payment is to be applied separately, in accordance with the principles set forth in subsections (2), (3) and (4) in respect of each of the following categories —

(a) to land rated on gross rental value; and

(b) to land rated on unimproved value; and

(c) to each differential rating category where a differential general rate is imposed.

Gross Rental Value (GRV)

Council has adopted differential rates in its Gross Rental Valuation area utilising the valuations supplied by the Valuer General (VG) for the following categories:

1. GRV Improved Residential
2. GRV Improved Special Residential
3. GRV Vacant Residential
4. GRV Vacant Non Residential
5. GRV Improved Commercial and Industrial

It is Council's intention to continue to achieve the rate harmonisation process to achieve a simplified rating structure comprising the following GRV rating categories by 2024/2025:

1. Improved Residential
2. Vacant
3. Improved Commercial and Industrial

Administration

The rates in the dollar are based on the general valuation as supplied by the Valuer General (VG) in respect of gross rental values (GRV's) effective from 1 July 2020. The Valuer General is required to maintain valuations of all rateable land in Western Australia for rating and taxing purposes. These values are assessed every three years by Landgate Valuers to complete what is known as a General Valuation. Every property is valued at a date set by the Valuer General and this is referred to as the Date of Valuation. Rating valuations are therefore assessed at a snapshot in time reflecting the property market for the local area at the same time. This ensures consistency and fairness in the allocation of rates.

The current GRV has a date of valuation of 1 August 2018. The GRV is determined by collecting rental evidence to determine the fair rental value for each property. The rental value for a house or other GRV property will be influenced by factors such as age, construction, size, car shelters, pools and location. As the GRV is currently assessed every three years, despite possible changes to the rental market, the GRV remains fixed until the next general valuation.

Unimproved Valuation (UV)

Council has adopted the following differential general rating categories for UV properties:

1. UV General Industry
2. UV Mining and Industrial
3. UV Rural

The Valuer General determines unimproved values annually with a valuation roll provided to local governments. The City has completed rates modelling including the revaluations received in effect from 1 July 2020.

Proposed Differential General Rates and General Minimum Payments

Following are the objects and reasons for each of the differential rating categories and minimum payments for the 2021/2022 financial year.

GRV Improved Residential

This differential rate category imposes a differential general rate on land valued on a gross rental value basis, which is zoned for the purpose of:

- (a) Residential under Local Planning Scheme No 2 and is not vacant land, excluding land held or used for Commercial purposes; or

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- (b) Special Residential under Local Planning Scheme No 2 and is not vacant land;
or
- (c) Town Centre Residential under Local Planning Scheme No 3 and is not vacant land; or
- (d) Kwinana Town Centre under Local Planning Scheme No 2 and is held or used for residential purposes or is residential under an approved Local Structure Plan and is not vacant land; or
- (e) Development under Local Planning Scheme No 2 and Residential under an approved Local Structure Plan and is not vacant land; or
- (f) Development under Local Planning Scheme No 2 and Mixed Use under an approved Local Structure Plan and is held or used for residential purposes and is not vacant land.

The object of this rate is to apply a base differential general rate to land zoned and used for residential purposes and to act as the City's benchmark differential rate by which all other GRV rated properties are assessed.

The reason for this rate is to ensure that all ratepayers make a reasonable contribution towards the ongoing maintenance and provision of works, services and facilities throughout the City. It is also lower than vacant land as the City is endeavouring to encourage landowners to develop vacant land.

The proposed rate in the dollar for this category is 9.858 cents, with a minimum payment of \$1,083. It will be applied to 15,858 of the City's rateable properties and deliver 54.03% of the proposed rate income.

GRV Improved Special Residential

This differential rate category imposes a differential general rate on land valued on a gross rental value basis, which is:

- (a) zoned for the purpose of:
 - (i) Special Rural under Local Planning Scheme No 2 and is not vacant land;
or
 - (ii) Urban or Urban Deferred under the Metropolitan Region Scheme and is not vacant land; or
 - (iii) Rural A under Local Planning Scheme No 2 and is not vacant land; or

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- (iv) Rural Water Resource under Local Planning Scheme No 2 and is not vacant land; or
 - (v) Rural under the Metropolitan Regional Scheme and is not vacant land; or
 - (vi) Development under Local Planning Scheme No 2 and is not vacant land; or
 - (vii) Park, Recreation and Drainage under Local Planning Scheme No 2 and is not vacant land; or
- (b) held or used for residential purposes under a Master Plan adopted pursuant to Part 3 of the *Hope Valley-Wattleup Redevelopment Act 2000* and is not vacant land; and
- (c) held or used for residential purposes referred to in paragraphs (a) or (b).

The object of this rate category is to provide a lower differential rate for proposed characteristics under Improved Special Residential a) (i) to (vi) which is consistent with access to and provision of services to residential properties in a rural setting.

The reason for this rate is to reflect the lower demand on City resources, such as, lower impacts on transport infrastructure, when compared to the other GRV differential rating categories. It is also lower than vacant land as the City is endeavouring to encourage landowners to develop vacant land.

The proposed rate in the dollar for this category is 9.265 cents, with a minimum payment of \$1,083. It will be applied to 834 of the City's rateable properties and deliver 3.78% of the proposed rate income.

GRV Vacant Residential

This differential rate category imposes a differential general rate on land valued on a gross rental value basis, which is vacant land and is zoned for residential uses.

The object of this rate is to promote the development of vacant land within the City's district.

The reason for this rate is to impose a higher differential general rate on vacant land that acts as a disincentive to persons who are land banking and not actively developing vacant residential land.

The proposed rate in the dollar for this category is 17.693 cents, with a minimum payment of \$1,083. It will be applied to 1,419 of the City's rateable properties and deliver 5.69% of the proposed rate income.

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GRV Vacant – Non Residential

This differential rate category imposes a differential general rate on land valued on a gross rental value basis, which is vacant land and is zoned for any other purposes/uses other than residential.

The object of this rate is to promote the development of vacant land within the City's district.

The reason for this rate is to impose a higher differential general rate on vacant land that acts as a disincentive to persons who are land banking and not actively developing vacant land.

The proposed rate in the dollar for this category is 14.788 cents, with a minimum payment of \$1,083. It will be applied to 50 of the City's rateable properties and deliver 1.13% of the proposed rate income.

GRV Improved Industrial and Commercial

This differential rate category imposes a differential general rate on land valued on a gross rental value basis, which is:

(a) zoned for the purpose of:

- (i) Light Industry under Local Planning Scheme No 2; or
- (ii) Commercial under Local Planning Scheme No 2; or
- (iii) Kwinana Town Centre under Local Planning Scheme No 2 and held or used for Light Industrial or Commercial purposes; or
- (iv) Mixed Business under Local Planning Scheme No 2; or
- (v) Special Use under Local Planning Scheme No 2; or
- (vi) General Town Centre under Local Planning Scheme No 3; or
- (vii) Shopping/Business under Local Planning Scheme No 3; or
- (viii) Market Square under Local Planning Scheme No 3; or
- (ix) Mixed Use under Local Planning Scheme No 2; or

Administration

- (x) Residential under Local Planning Scheme No 2 and held or used for Light Industrial or Commercial purposes; or
- (xi) Development under the Local Planning Scheme No 2 and Mixed Use or any other purpose referred to in paragraph (a)(i)-(ix) under an approved Local Structure Plan; or
- (xii) Parks and Recreation under the Metropolitan Regional Scheme; or
- (xiii) General Industry or Service Commercial under Local Planning Scheme No. 2; or
- (xiv) Public purposes under Local Planning Scheme No. 2 and held or used for Light Industrial or Commercial purposes; or
- (xv) Park recreation and drainage under Local Planning Scheme No. 2 and held or used for Light Industrial or Commercial purposes
- (xvi) Special Rural under Local Planning Scheme No. 2 and held or used for Light Industrial or Commercial purposes
- (xvii) Industrial use under a Master Plan adopted pursuant to Part 3 of the *Hope Valley-Wattleup Redevelopment Act 2000*; or
- (xviii) Railways under the Metropolitan Regional Scheme; or
- (xix) Port installations under the Metropolitan Regional Scheme; or
- (xx) Industrial under the Metropolitan Regional Scheme; or
- (xxi) Rural A under Local Planning Scheme No. 2;

and

(b) is not vacant land.

The object of this rate category is to apply a higher differential rate so as to raise additional revenue to offset the increased costs associated with service provision to these properties.

The reason for this rate is that a higher differential rate is required to meet the higher level of service costs associated with Commercial and Industrial properties and the localities within which they are situated, including costs of:

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- (a) provision and maintenance of transport and streetscape infrastructure including renewal/refurbishment infrastructure, car parking and traffic treatments; and
- (b) the management, administration and delivery of marketing activities aimed at enhancing the economic and social viability, and the general amenity of the Kwinana commercial and industrial areas.

The proposed rate in the dollar for this category is 9.834 cents, with a minimum payment of \$1,410. It will be applied to 571 of the City's rateable properties and deliver 26.33% of the proposed rate income.

UV General Industry

Zoned for the purpose of General Industry under Local Planning Scheme No 2.

The object of this rate category is to raise additional revenue to offset the costs associated with increased maintenance of infrastructure and higher levels of service provided to or associated with properties in this category.

The reason for this rate is to meet a significant proportion of the additional costs involved in servicing properties within this rate category, which include but are not limited to major outlays for transport infrastructure maintenance and renewal/refurbishment and significant costs relating to monitoring of land use and environmental impacts.

The proposed rate in the dollar for this category is 1.839 cents, with a minimum payment of \$1,410. It will be applied to 3 of the City's rateable properties and deliver 5.36% of the proposed rate income.

UV Mining and Industrial

This differential rate category imposes a differential general rate on land valued on an unimproved value (UV) basis, which is:

- (a) zoned for the purpose of Rural B under Local Planning Scheme No 2; or
- (b) held or used for industrial, extractive industry or quarrying purposes under a Master Plan adopted pursuant to Part 3 of the *Hope Valley-Wattleup Redevelopment Act 2000*.

The object of this rate category is to raise additional revenue to offset the costs associated with increased maintenance of infrastructure and higher levels of service provided to properties in this category.

Administration

The reason for this rate is the need to offset the higher level of costs associated in servicing these properties, including the costs of transport infrastructure maintenance and renewal/refurbishment, and costs relating to monitoring of land use and environmental impacts.

The proposed rate in the dollar for this category is 0.885 cents, with a minimum payment of \$1,410. It will be applied to 41 of the City’s rateable properties and deliver 0.89% of the proposed rate income.

UV Rural

This differential rate category imposes a differential general rate on land valued on an unimproved value (UV) basis which is predominantly used or held for rural pursuits, rural industry or intensive agriculture, and:

- (a) is not zoned for the purpose of General Industry under Local Planning Scheme No 2; or
- (b) is not zoned for the purpose of Rural B under Local Planning Scheme No 2; or
- (c) is not held or used for industrial, extractive industry or quarrying purposes under a Master Plan adopted pursuant to Part 3 of the *Hope Valley-Wattleup Redevelopment Act 2000*.

The object of this rate category is to impose a differential rate commensurate with the rural use of land, which additionally is to act as the City’s benchmark differential UV rate and is considered to be the base rate by which all other UV rated properties are assessed.

The reason for this rate is to ensure that all ratepayers on rural land make a reasonable contribution towards the ongoing maintenance and provision of works, services and facilities throughout the City.

The proposed rate in the dollar for this category is 0.53 cents, with a minimum payment of \$1,083. It will be applied to 204 of the City’s rateable properties and deliver 2.79% of the proposed rate income.

Minimum Payment

The City proposes to impose following minimum payments for each differential rating category:

GRV Rate Categories	Minimum Payment (\$)
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Administration

GRV Improved Residential	1,083
GRV Improved Special Residential	1,083
GRV Vacant Residential	1,083
GRV Vacant Non Residential	1,083
GRV Improved Commercial and Industrial	1,410
UV General Industry	1,410
UV Mining and Industrial	1,410
UV Rural	1,083

The object of the minimum payment is to ensure that all ratepayers make an equitable contribution to rate revenue, to provide for the net funding requirements of the City's services, activities, financing costs, and current and future capital requirements as outlined in the Strategic Community Plan and Corporate Business Plan.

Each minimum payment has increased by 2%.

Administration

18.3 Accounts for payment for the month ended 31 March 2021

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

The purpose of this report is to present to Council a list of accounts paid under delegated authority for the month ended 31 March 2021, as required by the *Local Government (Financial Management) Regulations 1996*.

OFFICER RECOMMENDATION:

That Council:

1. Accepts the list of accounts, totalling \$4,901,027.95, paid under delegated authority in accordance with Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996* for the period ended 31 March 2021, as contained within Attachment A.
2. Accepts the detailed transaction listing of credit card expenditure paid for the period ended 31 March 2021, as contained within Attachment B.

DISCUSSION:

Council has delegated, to the Chief Executive Officer, the exercise of its power to make payments from the City's Municipal and Trust funds. In accordance with Regulation 13 of the *Local Government (Financial Management) Regulations 1996* a list of accounts paid is to be provided to Council, where such delegation is made.

The following table summarises the payments for the period by payment type, with full details of the accounts paid contained within Attachment A.

Payment Type	Amount (\$)
Automatic Payment Deductions	\$ 30,583.80
Cheque Payments #201044 to #201047	\$ 804.55
EFT Payments #4164 to #4176	\$ 3,556,672.99
Payroll Payments 07/03/21 and 21/03/21 and Interim Payroll Payment 01/03/21	\$ 1,312,966.61
Total Attachment A	\$ 4,901,027.95

Contained within Attachment B is a detailed transaction listing of credit card expenditure paid for the period ended 31 March 2021. This amount is included within the total payments, listed above.

18.3 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 31 MARCH 2021

LEGAL/POLICY IMPLICATIONS:

Regulation 13 of the *Local Government (Financial Management) Regulations 1996* states:

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

FINANCIAL/BUDGET IMPLICATIONS:

There are no financial implications that have been identified as a result of this report or recommendation.

ASSET MANAGEMENT IMPLICATIONS:

There are no asset management implications that have been identified as a result of this report or recommendation.

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications that have been identified as a result of this report or recommendation.

18.3 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 31 MARCH 2021**STRATEGIC/SOCIAL IMPLICATIONS:**

This proposal will support the achievement of the following outcome and objective detailed in the Corporate Business Plan.

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

COMMUNITY ENGAGEMENT:

There are no community engagement implications that have been identified as a result of this report or recommendation.

PUBLIC HEALTH IMPLICATIONS:

There are no implications on any determinants of health as a result of this report.

RISK IMPLICATIONS:

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

Risk Event	That Council does not accept the payments
Risk Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Effect/Impact	Compliance
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	Officers provide a full detailed listing of payments made in a timely manner
Rating (after treatment)	Low

18.3 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 31 MARCH 2021

COUNCIL DECISION

408

MOVED CR D WOOD

SECONDED CR S LEE

That Council:

1. **Accepts the list of accounts, totalling \$4,901,027.95, paid under delegated authority in accordance with Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996* for the period ended 31 March 2021, as contained within Attachment A.**
2. **Accepts the detailed transaction listing of credit card expenditure paid for the period ended 31 March 2021, as contained within Attachment B.**

**CARRIED
7/0**

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Automatic Deductions			
Go Go On-Hold Pty Ltd	00046878	Messages on hold March 2021	198.00
Commonwealth Bank	050321A	Credit card Functions Officer to 050321	1,419.18
Commonwealth Bank	050321B	Credit card Economic Development Manager to 050321	51.28
Commonwealth Bank	050321C	Credit card Emergency Services Coordinator to 050321	721.05
Commonwealth Bank	050321D	Credit card Director City Infrastructure to 050321	647.56
Commonwealth Bank	050321E	Credit card Chief Executive Officer to 050321	21.17
Commonwealth Bank	050321F	Credit card Acting Manager Customer and Communications to 050321	1,035.77
Commonwealth Bank	050321G	Credit card Rates Coordinator to 050321	54.00
Commonwealth Bank	050321H	Credit card Manager Human Resources to 050321	831.83
BP Australia Pty Ltd	11475999	Fleet Fuel 010221 to 280221	14,004.16
iinet Technologies Pty Ltd	125271326	Monthly internet charges various locations	589.93
Windcave Pty Ltd	1667675	Monthly service fees February 2021	55.00
Ampol Australia Petroleum Pty Ltd	0301926528	Fleet Fuel 010221 to 280221	7,275.94
Fines Enforcement Registry	27292466	Lodgement fee for unpaid infringements	77.00
Fines Enforcement Registry	272924023	Lodgement fee for unpaid infringements	770.00
Fines Enforcement Registry	27340333	Lodgement fee for unpaid infringements	616.00
Wright Express Australia Pty Ltd	64	Fleet Fuel 290221 to 230321	821.89
iinet Technologies Pty Ltd	707659684	Monthly internet charges Bertram Community Centre	79.99
Toyota Fleet Management	867282	Fleet management services March 2021	1,194.07
TPG Internet Pty Ltd	1257808817	Kwinana South Station internet connection	59.99
TPG Internet Pty Ltd	1258221946	Mandogalup Station internet connection	59.99
Total Automatic Deductions			-30,583.80
Cheques			
City Of Kwinana - Pay Cash	03March21	Petty cash float for Environmental Health	200.00
City Of Kwinana - Pay Cash	120321Library	Petty cash recoup to 120321 Library	27.60
	040321FDC	Petty cash recoup to 040321 FDC	154.30
City Of Kwinana - Pay Cash	030321 - Rec	Petty cash recoup to 030321 Recquatic	258.10
City Of Kwinana - Pay Cash	250321 Village	Petty cash recoup to 250321 Retirement Village	164.55
Total Cheques			-804.55
EFT			
EFT TRANSFER: - 03/03/2021			54,261.76
Bright Futures Family Day Care - Pa	220221 to 280221	FDC Payroll 220221 to 280221	38,718.89
Bright Futures In Home Care - Payro	220221 to 280221	IHC Payroll 220221 to 280221	15,542.87
EFT TRANSFER: - 04/03/2021			200,872.91

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Shred-X Pty Ltd	01576871	Exchange and destroy secure document bins	80.96
Fiona Jayne Grieves	22February21	Various expenses for meetings	34.50
Retech Rubber	00003233	Repair soft fall Thomas Oval playground	302.50
	00003239	Repair soft fall Wellard Park playground	302.50
Office of the Auditor General	268/2021	Road to Recovery funding	2,200.00
Oban Group Pty Ltd	26428	Replace ceiling at City Operations	7,840.80
Outback Handyman	2949	Callistemon Court and Banksia Park maintenance	687.50
Sonic Health Plus	2266218	Pre-employment medical assessment 230221	325.60
Ningi Ventures WA	1010	Career Corner Conversation 240221	230.00
Biffa Mini Bins	INV-0271	Callistemon U11 supply skip bin	390.00
Kissane & Co	INV-200190	Skip trace and service of minor case claim	80.00
	INV-200192	Skip trace and service of minor case claim	80.00
Jenoptik Australia Pty Ltd	160000102	Radar speed display	664.40
Mackie Plumbing and Gas Pty Ltd	196550	Backflow testing at Fiona Harris Pavilion	125.13
	196707	Preventative maintenance on drains at John Wellard	803.60
	196708	Replace water filter cartridges at Darius Wells	1,951.20
	196549	Replace water filter cartridges at John Wellard	104.89
	196548	Replace water filter cartridges at Medina Hall	83.27
	196547	Replace water filter cartridges Medina Hall toilets	76.89
	196546	Replace water filter cartridges at The Zone toilets	86.46
	196545	Replace water filter cartridges at Darius Wells	111.27
	196544	Replace water filter cartridges at William Bertram	83.27
	196543	Backflow testing at Wellard Pavilion	143.55
	196542	Backflow testing at Thomas Kelly Pavilion	125.13
	196288	Service solar hot water system at Senior Citizens	110.55
	196739	Inspect splash pad at Kwinana Adventure Park	548.01
	196757	Inspect water fountain at Honeywood Park	228.91
	196770	Replace filter in staff room at Recquatic	351.43
	196736	Repair blocked drains from Wells Park toilets	329.11
Pure Homes Pty Ltd T/As B1homes	BP2020/601	Refund of fees for BP2020/601	885.87
Adam Benjamin Strelein	22February21	Fuel for fleet car	89.51
Australian HVAC Services Pty Ltd	59304	Investigate gas leak at Recquatic	1,698.95
	59763	Repair gas leak in kitchen at Medina Hall	996.11
	59786	Reset air conditioner in Administration Building	404.25
	59787	Repair leak to air conditioner at Recquatic	265.39
	59791	Replace air conditioner at The Zone	9,012.84
	59880	Repairs to leaking air conditioner at Recquatic	338.25
	59806	Monthly air con maintenance at various locations	4,318.60
Satellite Security Services	IV010589	Added pin code for Depot alarm	50.00
	IV010642	Replace battery in alarm panel at Medina Hall	345.00
	IV010586	Updated air keys as required for Depot	50.00
	IV010577	Find and deactivate lost card	50.00
	IV010576	Replace battery in PABX room	155.00
	IV010572	Security monitoring for period 010121 to 300621	9,701.04
	IV010531	Mapping of Council building	990.00
	IV010508	Replace panel battery Mandogalup station	220.00
Brook & Marsh Pty Ltd	30009455	Feature survey Inglis Court	1,834.80
Locus Global Australia Pty Ltd	LOCAU1318	FME annual subscription	11,000.00
Z-CARD Pocketmedia Solutions	INV-2441	Deposit for Essential Services Z card	2,957.63
Booktopia Pty Ltd	13431007-P	Adult books for Library	98.33
	13498885-P	Junior Library book	35.70
Alyce Bonnie Brewis	25February21	Items for Community Engagement	115.00

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
1st Coast Real Estate	10.0	Rates Refund	588.99
Louise Mary Asphar	10.0	Rates Refund	2,067.74
Shane McMaster Surveys	Kwin310	Road reserve survey pickup Chapman Rd	3,300.00
	Kwin 309	Road reserve survey pickup Harrison Way	3,960.00
Sarvaiya Akshay	1802681	Refund part bond on the Boronia Room	1,600.00
South Metropolitan Youth Link	02March21	Greening fund grant	8,338.00
St John Ambulance Australia (WA) In	FAINV00731813	First aid training 080221	128.00
	STKINV00025956	Defibrillator battery for City Operations	583.10
	STKINV00025957	Defibrillator battery for Bright Futures	583.10
Telstra	0335568200Feb21	Banksia Park Clubhouse to Feb 21	47.25
	1197198700Feb21	Mandogalup Station charges to 080321	180.57
Wandi Progress Association Inc.	020321	Greening fund grant	19,252.20
Rubek Automatic Doors	00026815	Reset automatic doors at Recquatic	341.00
Synergy	254890320Feb21	Rushbrooke Park BBQs	120.65
	254890650Feb21	28U Malden Park BBQs	126.10
	473346610Feb21	2519U Wellard Park	539.45
	345401020Feb21	7219U Feilman Building (DFES)	2,194.07
	334820750Feb21	928U Shop24/40 Meares Ave	388.15
	970964040Feb21	566U Feilman Building/Conference (ground floor)	284.23
	829280210Feb21	1231U Street lights Chisham Ave	474.24
	705629830Feb21	611U Bournan Heights Reserve	297.14
	704953470Feb21	782U Barney Court	346.24
	676621320Feb21	4510U Feilman Building (lift & security lighting)	1,416.42
	618835230Feb21	0U Sloan Caretakers Cottage (old bore)	118.06
	334678810Feb21	0U Shop 23/40 Meares Ave	121.75
	151880770Feb21	338U Stidworthy Way car park lighting	279.49
	126641430Feb21	1227U Robbos Place car park lighting	424.82
	114826050Feb21	1356U Industrial s/scapes Kwinana Beach	392.16
	228715140Feb21	3680U Wellard Village/Pimlico Gardens	1,126.82
Prestige Catering & Event Hire	INV-2313	Catering 230221	1,392.00
	INV-2314	OCM dinner 240221	399.30
Bunnings Building Supplies	2163/01078054	Supplies for Bertram Seed Activation program	45.73
	2163/01083221	Items for worm farm at Library	59.18
Wilson Security Pty Ltd	W00273765	Callistemon Court security patrols Feb 21	889.19
Outsource Business Support Solution	00001654	Temp staff week ending 010321	5,862.45
	00001656	Temp staff week ending 270221	1,234.20
BullAnt Security Pty	10207517	2 x MK20 keys for Recquatic	64.56
	10207620	Cut and engrave lockwood twin key	32.28
Foreshore Rehabilitation & Fencing	INV-4833	Repairs to fence at Rotary Club	217.31
KAJ Installations & Services	00007205	Callistemon U34 19 and 20 replace door batteries	568.00
	00007196	Banksia V3 install receiver to motor	152.00
CA Technology Pty Ltd T/as CAM	INV11444	Risk management software	5,610.00
MRP General Pest/Termite Division 4	97732	Treatment of wasps Margaret Feilman building	139.70
	97723	Quarterly pest control of Darius Wells	197.00
	97722	Quarterly pest control of John Wellard	217.00
	97721	Quarterly pest control Taskers Cottage	366.00
	97720	Quarterly pest control Sloan Cottage	493.37
	97719	Quarterly pest control Thomas Kelly Pavilion	257.08
	97718	Quarterly pest control Leda Hall	377.49
	97717	Six monthly termite inspection Old School building	107.07
	97716	Quarterly pest control Senior Citizens	352.94
	97715	Six monthly termite inspection Bright Futures Day	242.05

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
	97714	Quarterly pest control Sloans Cottage	257.50
	97713	Quarterly pest control Medina Hall	289.97
	97712	Quarterly pest control City Operations	372.94
	97711	Quarterly pest control Admin Building	387.79
	97710	Quarterly pest control Thomas Oval Pavilion	235.66
	97709	Six monthly termite inspection Girl Guide building	105.06
	95468	Quarterly pest control City Operations	217.00
	97976	Quarterly pest control Fiona Harris Pavilion	235.66
	97975	Six monthly termite inspection Casuarina Hall	121.54
	97974	Quarterly pest control Business Incubator	195.00
	97973	Inspection/pest control Casuarina Fire Station	316.54
	97867	Quarterly pest control Smirks Cottage	161.71
	97823	Six monthly termite inspection Wandi Hall	132.35
	97822	Annual termite inspection Wandi Pavilion	247.00
	97821	Six monthly termite inspection of Old School rooms	132.35
	97808	Annual termite inspection Magenup Equestrian	217.00
	97754	Six monthly pest control Darius Wells	793.10
	97739	Quarterly pest control William Bertram	217.00
	97738	Quarterly pest control The Zone	217.00
	97736	Annual termite inspection Koorliny Arts Centre	177.16
	97735	Quarterly pest control Wellard Pavilion	226.60
	97734	Quarterly pest control Smirks Cottage	257.50
	97733	Annual termite inspection Parmelia House	139.05
	97731	Annual termite inspection Thomas Oval Pavilion	104.96
	97730	Inspection and pest control Recquatic	434.70
Winc Australia Pty Ltd	9035252131	Stationery for Library	384.49
Council On The Ageing (WA) Inc	00006741	Strength for Life training	500.00
AC Cooling Services	7966	Banksia V27 repairs to air conditioning	160.00
Complete Office Supplies Pty Ltd	09919829	Stationery for Library	282.92
Department of Transport	8000119	Disclosure of information fees January 21	23.80
Display Me	N0143733	Hand sanitiser for Library	302.08
Master Lock Service	00007617	Replace batteries in lock on toilets	130.00
	00007618	Replace locks on Harry McGuigan doors	135.00
	00007619	Callistemon U54 repair front gate	138.00
DBNGP (WA) Nominees Pty Ltd	160-18000000856	Road resurfacing Leath Street	1,584.00
Accord Security Pty Ltd	00025592	Alarm attendance for various facilities Feb 21	1,192.40
	00025591	Cash handling services for Feb 21	511.50
West Coast Profilers	24309	Profiling works on Pace Rd	2,377.50
ALSCO Pty Ltd	CPER2111635	Linen hire for OCM Council dinners	59.63
	CPER2110071	Linen hire for OCM Council dinners	59.63
Imagesource Digital Solutions	455906	Recquatic marketing for Water Walkers	434.50
Woolworths Group Limited	4200077	Callistemon Court purchase of cleaning supplies	108.95
	4200073	Items for The Zone	74.20
	4200069	Items for The Zone	16.13
	4200084	Items for Mooditj and Bright Futures	57.89
	4200085	Items for The Zone	53.06
	4200059	Items for Boola Maara Group meeting	17.29
	4200071	Items for The Zone	9.71
Elexacom	113148	Banksia V1 replace bulb	290.02
	113150	Callistemon U15 install sensor light	286.39
	112985	Install earth stake on container at City Operations	386.98
	112987	Investigate speakers not working at Recquatic	698.87
	113021	Replace damaged lights at Koorliny Arts Centre	430.54

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
	113135	Replace lighting fixture at Wells Park toilets	4,531.96
	113137	Replace light switch at Administration building	171.16
	113147	Repairs to lights and switch at The Zone	287.43
	113149	Investigate pumps at Kwinana Adventure Park	192.50
	113151	Replace antenna at Margaret Feilman Centre	454.67
	113023	Reset BBQ at Kwinana Adventure Park	115.50
	113024	Replace power breaker at Koorliny Community Arts	408.95
	113129	Repairs to power outage at City Operations	2,392.50
	113131	Replace main circuit breaker at City Operations	2,990.63
	113134	Repair several lights for Kwinana Street Lighting	2,112.07
	112999	RCD testing at Wellard Pavilion 030221	154.00
	112979	Emergency evacuation testing Casuarina Hall	308.00
	112978	Emergency evacuation testing Scouts Hall	346.50
	112977	Emergency evacuation testing Mandogalup	346.50
	112976	RCD testing at Adventure Park	154.00
	112975	RCD testing at Casuarina Fire Station	154.00
	112974	RCD testing at Girl Guides Hall	269.50
	112973	RCD testing Scout Hall	115.50
	112972	RCD testing Mandogalup Fire Station	115.50
	112971	RCD testing Rhodes Park	115.50
Isentia Pty Limited	MN0815829	Media monitoring Feb 21	935.00
Gregs Glass	10917	Banksia Clubhouse repair to damaged windows	180.00
Australia Post	1010292418	Postage for period ending 310121	1,711.04
Harmony Software	3-835	In Home Care Educator subscription Feb 21	257.40
	3-821	Harmony Web Educator subscription Feb 21	782.10
Advance Scanning Services	20165726	Leath Road and Mandurah Road locate pothole markers	418.00
Frontline Fire and Rescue Equipment	70281	Fire hoses with attachments	960.92
Kerb Direct Kerbing Pty Ltd	47374	Install mountable kerb various sites	10,582.55
Ohura Consulting	INV-0119	Ohura Consulting for EA negotiations	6,258.18
	INV-0133	Support Feb 21	8,120.76
Les Mills Australia	1121080	Les Mills licence fee Mar 21	982.37
McLeods	117541	Legal fees matter 45415	1,563.26
Planning Institute of Australia Pty	121633	International Women's Day Breakfast registration	100.00
People Solutions Australasia Pty Lt	00014439	Psychometric testing	715.00
MDC Solutions Pty Ltd	MIN-120668	Barcode scanner	583.00
Family Fair Supermarket	26February21	Local Commercial Support Grant Funding	1,100.00
EFT TRANSFER: - 10/03/2021			51,586.70
Bright Futures Family Day Care - Pa	010321 to 070321	FDC Payroll 010321 to 070321	38,146.21
Bright Futures In Home Care - Payro	010321 to 070321	IHC Payroll 010321 to 070321	13,440.49
EFT TRANSFER: - 11/03/2021			689,409.07

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Web Track	INV-5665	Install GPS unit in KWN2150	275.00
InterFire Agencies	INV-06106	Surgical masks for Emergency Services	64.55
Nilfisk Pty Ltd	PRI0003739	Rental of battery floor scrubber Recquatic Mar 21	660.00
Canon Production Printing Australia	1517378	Colorwave 3500 scanner charges Feb 21	288.75
Summers Consulting	INV-915	Mosquito monitoring 180221	1,731.40
Alex Krsnik	SQ21077	Cleanup and verge maintenance Gilmore Ave	198.00
	SQ21074	Cleanup and verge maintenance Hope Valley Road	836.00
	SQ21076	Cleanup and verge maintenance Challenger Ave	2,288.00
	SQ21073	Cleanup and verge maintenance various Feb 21	3,312.10
	SQ21072	Cleanup and verge maintenance various Feb 21	3,621.20
	SQ21071	City Centre litter collection Feb 21	3,190.00
Paint Industries	62715	Eco green graffiti remover	1,089.00
Rockingham Toyota	PI22015371	Gearbox transfer drain plugs	19.56
Apple Pty Ltd	AD29046107	Apple iPad wifi	699.00
Office of the Auditor General	266/2021	Audit fees for Annual Financial Report	66,000.00
Oban Group Pty Ltd	26442	Repairs to walls at William Bertram Centre	5,956.50
Technifire 2000	24328	Repair rear stand pipe on pump	630.30
Port Printing Works	INV062556	OMG Posters for distribution	117.70
Outback Handyman	2954	Banksia V24 and V28 repair door and replace tiles	198.00
Leaf Bean Machine Pty Ltd	00085231	Items for Cafe Splash	142.72
	00086635	Items for Cafe Splash	385.00
Kleenheat	4119236	Gas charges various locations February 2021	3,660.39
Sonic Health Plus	2271305	Pre-employment medical assessment 260221	386.10
Gavin Wade Scott	0041	Repairs to side tipper and ramp	300.00
	0040	Repairs to fence at Henley Reserve	250.00
Turf Care WA Pty Ltd	INV-2226	Supply and apply fertiliser to various locations	10,323.26
	INV-2209	Supply and apply thumper at 2Lt/Ha at various locations	1,657.33
	INV-2276	Supply and apply fertiliser at various locations	2,228.64
Hydroquip Pumps	INV-42192	Repairs to Medina Oval Bore	3,168.00
Dowsing Group Pty Ltd	15349	Renewal of footpath in Calista and Orelia	12,589.03
Holcim (Australia) Pty Ltd	9407374459	14mm concrete for Meares Ave	456.28
	9407379331	Bertram Rd footpath 1.2 M3 concrete	416.24
DNR Contracting Pty Ltd	1248	Civil works for Pace Road	5,880.60
Rozanne Greentree	1780859	Refund bond on The Patio	100.00
Back Beach Co Pty Ltd	17585	Items for Proshop Recquatic	1,736.90
Red Oxygen Pty Ltd	C100206490-51683	Licence and message charges 270121 to 260221	45.32
Burson Automotive Pty Ltd	111532722	Service filters for rear diesel pump motor	53.63
	111379536	Fuel filter kits	585.59
	111532286	Workshop consumables	75.90
	111572880	Air filters for City Operations	261.80
	111603080	Tow ball cover with tow bar hitch pin	50.93
	111300689	Assorted items for City Operations	2,510.31
	111792234	12 volt battery for City Operations	211.20
	111522869	Filter service kit	64.85
	111522831	Service filter kit KWN2133	118.81
	111522936	Filter service kit 1GPL242	118.81
	111522906	Oil filter set 1GKI502	118.81
	111523176	Filter service kit KWN2073	176.00
	111523109	Filter service kit KWN2101	176.00
	111523070	Filter service kit KWN1994	64.85

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
	111522506	Filter service kit KWN1941	96.28
	111522580	Filter service kit KWN2134	118.81
	111522628	Filter service kit 1GWO590	54.40
	111521126	Filter service kit 1GEO392	118.81
	111521094	Filter service kit 1CPL202	65.45
	111520999	Filter service kit KWN2112	118.81
	111520959	Filter service kit 1GWL818	118.81
	111520928	Filter service kit KWN2110	101.76
	111520866	Filter service kit KWN1947	51.16
Mackie Plumbing and Gas Pty Ltd	196840	Callistemon U44 replace taps in bathroom	486.01
	196848	Callistemon U26 replace sub meter and valve	324.25
	197107	Banksia V9 install new kitchen sink	176.53
	196847	Banksia V42 replace plugs and install waste	129.29
	196841	Banksia V3 install shower head and hose	140.56
	196839	Callistemon U7 replace kitchen taps	154.53
	197108	Callistemon U34 replace kitchen taps	172.55
	1968358	Unblock drains at John Wellard Centre	371.42
	196829	Repair cistern in male toilet at Darius Wells	466.33
	196844	Unblock toilets at Department of Housing	317.52
	196843	Repaired leaking toilet at Wells Park	152.19
	196838	Repairs to toilet at Department of Housing	205.07
	196846	Investigated leaking dishwasher in Admin	110.55
	196845	Replace washers in toilets at Recquatic	126.19
Archival Survival Pty Ltd	00052966	Packing equipment for the Library	306.47
Axess Trading Group Pty Ltd	00003803	Fold away shower seat for Depot	238.60
As Clean As A Whistle	00000579	Banksia Clubhouse and office cleaning Feb 21	819.50
Australian HVAC Services Pty Ltd	60082	Replace filter to aircon at The Zone	337.46
	60081	Replace exhaust fans at Senior Citizens Centre	536.34
	60078	Repairs to aircon at Business Incubator	288.75
	60075	Repairs to aircon at Koorliny Arts Centre	448.25
	59977	Repairs to aircon in gym at Recquatic	357.50
Churchill Capital Consulting Pty Lt	00003285	Consulting services for February 21	20,271.17
ETS Vegetation Management	151380	Bush fire mitigation works	5,324.00
Octagon Lifts Pty Ltd	00023007	Repairs to lift at Darius Wells Resource Centre	547.25
Satellite Security Services	IV010749	Replace panel battery at Business Incubator	182.50
	IV010709	Repairs to toilet door at Adventure Park	110.00
Brook & Marsh Pty Ltd	30009459	Level and feature survey of Leasham Court	1,834.80
Nashtec Auto Electrics	58571	Install new breaker amp	500.50
	58519	Electrical repairs on truck arrow board	1,147.00
	58408	Fit and install new siren and wiring loom	1,793.20
	58441	Install trailer brake	505.30
Sarvaiya Akshay	1802681	Refund bond on the Boronia room	313.82
Keri-Lyn Lurlin Wato	16February2021	Refund for swimming lessons	90.20
Jo-Louise McILvinney	10.1	Rates Refund	85.00
Zhijun Wu	10.1	Rates Refund	519.96
Medina Super Property Pty Ltd	10.1	Rates Refund	410.04
Menchie Apatan Blazo	1820363	Refund bond on Thomas Kelly Pavilion	1,000.00
Blair Wernik	1811151	Refund bond on The Patio	100.00
Chloe Turner	1803148	Refund bond on The Patio	100.00
Erin Versluis	1826648	Refund bond on The Patio	100.00
Glenn Taylor	1828445	Refund bond on David Nelson room	200.00

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Payee	Invoice	Description	Amount
Natarsha May Kyles	1794583	Refund bond on The Patio	100.00
Rachael Gibson	1782621	Refund bond on The Patio	100.00
Stacia West	1774340	Refund bond on The Patio	100.00
Tukotahi Netabl club	1803144	Refund bond on Thomas Netball Courts	100.00
Vivian Alvior Bison	1792573	Refund bond on Medina Hall	1,000.00
Brett Gardiner	1809274	Refund bond on The Patio	100.00
Maya Stoimenova	1757100	Refund bond on The Patio	100.00
Daimler Trucks Perth	6215434D	Tie rod for vehicle MK997508	115.37
Telstra	1355246271Feb21	Mobile devices whole organisation Feb 21	13,210.47
	1548725500Feb21	Feilman Building alarm to 130321	19.25
Toll Transport Pty Ltd	1111120	Transport services food water sampling analysis	75.44
Trisley's Hydraulic Services Pty Lt	100203413	Install gas sensor at Recquatic Centre	1,169.30
WA Limestone Co	M15201/01	Lawn sand for City Operations Team	396.70
	SW5213/01	Supply 140t road base to City Operations Team	2,095.90
Waste Stream Management Pty Ltd	00428322	Tipping fees 250221	363.00
	00428205	Tipping fees 150221	429.00
Water Corporation of Western Austra	9000334597Mar21	Service charges Feilman Building	328.98
Westbooks	319596	Adult Library books	37.71
	319597	Adult Library books	134.59
	319598	Adult Library books	61.92
	319599	New books as requested by customers	50.04
	319600	New books as requested by customers	18.49
	319601	Adult Library books	20.71
	319603	Adult Library books	9.61
	319604	Junior Library books	9.61
	319605	Junior Library books	9.61
	319602	Adult Library books	15.53
Wurth Australia Pty Ltd	4307452858	Workshop consumables	419.43
Qualcon Laboratories Pty Ltd	00028359	Pavement investigation at various locations	18,001.50
Kyocera Document Solutions Australi	90168878	Copy costs Feb IT	48.77
	90168879	Copy costs Feb City Leadership Team	39.39
	90168880	Copy costs Feb The Zone	123.65
	90168881	Copy costs Feb Community Centre Team	25.41
	90168882	Copy costs Feb Library Staff	89.24
	90168883	Copy costs Feb The Zone Staff	70.66
	90168902	Copy costs Feb Mechanics	14.96
	90168903	Copy costs Feb Darius Wells Creche	39.38
	90168884	Copy costs Feb Admin Finance	157.84
	90168885	Copy costs Feb Admin Governance	123.87
	90168886	Copy costs Feb Admin Planning	260.34
	90168887	Copy costs Feb Depot Admin	57.55
	90168888	Copy costs Feb Recquatic	163.06
	90168889	Copy costs Feb Family Dare Care	63.05
	90168890	Copy costs Feb Admin CSO	53.85
	90168891	Copy costs Feb Depot Demountable	52.18
	90168892	Copy costs Feb Library public	41.77
	90168893	Copy costs Feb Records	256.61
	90168894	Copy costs Feb John Wellard Community Centre	11.75
	90168895	Copy costs Feb William Bertram	17.92
	90168896	Copy costs Feb The Zone Reception	12.40
	90168897	Copy costs Feb Darius Reception	16.60
	90168898	Copy costs Feb Banksia Park Village	84.57

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Payee	Invoice	Description	Amount
	90168899	Copy costs Feb Darius Volunteer Centre	36.93
	90168900	Copy costs Feb William Bertram Community Staff	18.54
	90168901	Copy costs Feb John Wellard Staff	24.70
Taylor Tyres Pty Ltd	23125	Set of tyres for 1ERM600	1,440.00
Beaver Tree Services Aust Pty Ltd	76629	Remove declined verge tree on Clarina Avenue	1,471.26
	76575	Emergency tree removal Clark Way	2,111.43
	76628	Tree pruning Pennine Way	445.87
	76630	Tree pruning Hennessy Avenue	1,078.18
	76576	Stump grinding at various locations	1,229.83
	76626	Pruning of Tuart tree Stanyford Way	1,796.96
	76577	Tree pruning for bus safety on Belvoir Crescent	359.39
	76560	Vegetation clearance Brookes Way	1,638.15
	76546	Verge tree watering at various locations	4,083.54
	76559	Vegetation clearance at various locations	3,863.46
	76543	Verge tree watering at various locations	4,083.54
	76558	Emergency clean-up works Pace Road	3,369.30
	76651	Verge tree watering at various locations	4,083.54
	76380	General vegetation clearance Ringwood Loop	1,718.35
Synergy	824098750Feb21	3817U Thomas Road entry	1,217.48
	558638440Feb21	136U Challenger/Bertram entry statement	160.79
	544003140Feb21	1003U Wellard Road verge	346.79
	201352990Feb21	682U Newstead Park	311.01
	224882670Mar21	1488U Little Rascals	545.22
	412205870Mar21	0U Oakley Hollow	125.44
	685078510Mar21	272U Gawler Way	194.29
	884861450Mar21	4997U Callistemon Court	1,505.37
	277773560Mar21	3975U Banksia Park	1,257.30
	856518550Mar21	Decorative lighting	2,741.26
	098975100Mar21	1956U Sandringham Park	477.18
	118367820Mar21	5812U New Thomas Oval Pavilion	1,302.71
	832505320Mar21	2594U Ascot Park	868.38
	185126570Mar21	368U Borthwick Park retic	221.86
	925767370Mar21	2672U Gilmore Ave retic	541.86
	285940430Mar21	4033U Rhodes Park	855.93
	127609840Mar21	976U Feilman Building top floor	399.99
	223615720Mar21	1523U Banksia Park Clubhouse	553.42
	882732750Mar21	0U Harrison Way	118.06
	149872970Mar21	5753U Incubator	1,438.23
	141057240Mar21	16U The Zone	4,135.08
	258360080Mar21	5375U Kwinana Adventure Park	1,047.82
	316580380Mar21	18U Medina Oval lighting	128.73
	422268910Mar21	5553U Depot	1,433.81
	700373810Mar21	559U Rutherford Park	276.68
	766868640Mar21	447U Smirks Cottage	253.76
	845563650Mar21	17U Apex Park BBQ	122.95
	157165580Mar21	782U Thomas Oval Pavilion lights	349.93
	165493420Mar21	230U Smirks Museum	191.47
	221037310Feb21	1391U Thomas Oval Pavilion (NRL)	519.09
	282690350Feb21	5212U Casuarina/Wellard Station/Hall/reserve bore	1,614.25
	566336000Feb21	2U Millar Road fire pump	118.64
	219451580Mar21	665U Price Parkway bore	308.96
	312758410Mar21	957U Epidote/Emerald Park	392.79
	219451200Mar21	510U Sulphur Road bore	264.46
	219451010Mar21	1432U Millbrook Ave bore	529.14
	192738060Mar21	0U Price Parkway landscape lighting	118.06
	191359550Mar21	3347U Ridley Park	605.83
	179469390Mar21	2414U Bertram Community Centre	617.63

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Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
	169027380Mar21	1U Gemstone/Johnson entry statement lighting	118.35
	169027190Mar21	3149U Gemstone Pde bore	1,022.03
	168917550Mar21	4520U Wells Park toilets	886.23
	107029100Mar21	5275U Wellard Community Centre	1,127.18
	023172940Mar21	1614U Bertram Park	581.38
	382919470Mar21	346U Medina Centre Reserve	217.39
	652922630Feb21	723U Change rooms Model Railways	321.92
	450583710Feb21	3961U Bertram Oval	705.39
	332324250Feb21	152U Hewison Park BBQ	167.27
	330026880Feb21	1014U Daybreak Park bore	409.15
	187992920Feb21	1663U Bertram Road bore	595.45
	963532150Feb21	2679U Town Centre Park	889.01
	543072120Feb21	3139U Gilmore Ave pump 2 near Thomas	597.42
	526240500Feb21	2879U Thomas Rd pump 2	574.26
	516172020Feb21	4752U Gilmore Ave pump 1 near Thomas	784.99
	272150100Feb21	2336U Prince Regent Gate Reserve	490.79
	461218120Feb21	1580U Nye Way retic	411.19
	113658350Feb21	303U Hennessy Park	205.04
	819683070Feb21	1042U Car park lighting	417.19
	861503150Feb21	6070U Medina Oval	1,044.48
	256732610Feb21	998U Hoyle Road Park	404.56
	792417950Mar21	Street lighting	118,823.86
	198694990Mar21	43100U Admin/Arts/Parmelia	10,952.00
	135567600Mar21	41076U Darius Resource Centre/Library	10,164.01
	177581220Mar21	89898U Recquatic	20,681.03
GlobalX Information Services Pty Lt	PSI0192861	Legal name search for Feb 21	23.76
ZircoData Pty Ltd	ZDW0163219	Offsite storage pick up and retrieval to 250221	1,137.27
Bunnings Building Supplies	2442/01246074	Rhino cargo case	217.55
	2163/01277384	Rhino cargo cases	806.55
	2163/01277387	Projecta 600W power inverter	313.50
	2163/01106937	Recquatic Gym cleaning supplies	12.81
	2163/01077151	Recquatic Gym cleaning supplies	50.76
Ixom Operations Pty Ltd	6355774	Chlorine gas supply	117.30
	6354815	Chlorine gas supply	1,035.89
Neverfail Springwater	229231	Bottled water for Admin Building	63.36
Modern Teaching Aids Pty Ltd	44280567	Items for Toddler Town Creche	861.08
Bolinda Publishing Pty Ltd	222353	Adult Library books	54.23
Chadson Engineering	A0091321	Underwater silicone for pools at Recquatic	146.85
Outsource Business Support Solution	00001658	Temp staff week ending 060321	2,931.22
Poly Pipe Traders	00111340	PVC pipe 25mm for reticulation	50.70
Marketforce Pty Ltd	37351	Advertising 100221	471.02
	37359	Advertising 100221	604.46
	37349	Advertising 100221 & 240221	2,101.00
	37355	Advertising 240221	352.75
	37356	Advertising 220221	247.50
	37354	Advertising 170221	742.50
	37353	Advertising 100221	247.50
	37350	Advertising 040121 and 010221	2,024.00
Signaltech	3858	Banksia V27 install cabling for antenna	231.00
Daniels Printing Craftsmen	70644	Parking safety brochures	1,610.40
	70977	Spirit of Kwinana newsletter printing	4,466.00
Arbor Logic	00004584	Tree risk assessment at Glamis Court	379.50
AAA Blinds Port Kennedy	7721	Callistemon U11 repairs to curtain tracks	968.00

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Payee	Invoice	Description	Amount
City of Rockingham	115275	Tip fees to 170221	15,288.12
J Corp Pty Ltd	Refund	Refund BP21/108	1,122.85
Civica Pty Ltd	M/LA018171	Licence support & maintenance to 311220	330.00
Andrea Harold	04March2021	Reimbursement for team building	450.00
Western Maze Pty Ltd	00001213	Green waste collection area 2	15,115.29
Coastline Mowers	27082	Repairs to push mower	62.20
Envirocare Systems Pty Ltd	00050712	Waterless urinal service Recquatic	283.80
Eclipse Soils Pty Ltd	KWIN01044255	Topsoil for Pace Road	704.00
	KWIN01R044242	Tipping fees for Pace Road	847.00
KAJ Installations & Services	00007215	Banksia V42 program remotes for roller door	114.00
Officeworks Superstores Pty Ltd	620720333	Stationery items	124.44
MRP General Pest/Termite Division 4	97666	Pest control at Challenger Beach public toilets	95.00
Winc Australia Pty Ltd	9035349055	Stationery for Admin Building	309.20
	9035296287	Stationery items for Citizens Ceremony	92.68
Council On The Ageing (WA) Inc	00006740	Strength for Life Program registration	323.40
Advanced Traffic Management (WA) Pt	00143489	Traffic management Bertram Road	1,694.36
	143743.1	Traffic management Challenger Ave	367.71
	00143488	Traffic management Beacham Cres	934.25
	00143904	Traffic management Beacham Cres	862.39
	00143290	Traffic management Pace Road	12,806.76
	00143740	Traffic management for footpath repairs Bertram Rd	1,046.53
	00143902	Traffic management Pace Road	2,316.45
	00143500	Traffic management Pace Road	6,129.29
	00143739	Traffic management Pace Road	1,831.74
ED Property Services	00001720	Callistemon U21 to 24 repairs to roof	1,540.00
	00001719	Banksia Clubhouse window frame repairs	55.00
	00001721	Callistemon Court gutter and roof repairs	550.00
	00001722	Callistemon Court gutter and roof repairs	880.00
T J Depiazzi & Sons	113189	Supply and deliver 50m3 of pinebark mulch to Depot	3,491.40
Elliotts Irrigation Pty Ltd	B21598	Iron filter servicing for Feb 21	3,058.00
Complete Office Supplies Pty Ltd	09958279	Stationery items for the Zone	445.37
	09798067	Stationery for Recquatic	92.86
	09854181	Stationery for Recquatic	234.67
	09951841	Stationery for Recquatic	291.06
	09939873	Stationery for Recquatic	566.08
Display Me	N0143974	Frames and poster holders for Administration	584.77
Quell Clean	00053508	Banksia V3 vacate clean	255.00
OCP Sales	00057447	Repairs to 2 portable radios	195.14
Centrecare	24523	EAP annual registration and management fee	1,026.66
Master Lock Service	00007620	Replace latch to toilet door at Adventure Park	134.00
Tyrecycle Pty Ltd	912655	Tyre collection 260221	1,359.94
Fire & Emergency Services, Dept of	02March21	ESL collections for February 2021 option A	26,212.66
ALSCO Pty Ltd	CPER2114186	Linen hire for OCM Council dinners	59.63
Plants & Garden Rentals	00016279	Plant hire Darius Wells Resource Centre Mar 21	159.50
Castrol Lubricants	25119710	Supply of Magnatec oil and diesel oil	936.43
Imagesource Digital Solutions	456050	Recquatic edge banner insalled	396.00
	456028	Recquatic compound sign double sided	111.10
	455927	Cafe Splash neon wall sign	3,404.50
Woolworths Group Limited	4200086	Items for the Zone	54.30

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Payee	Invoice	Description	Amount
Elexacom	113200	Repair BBQs at Wells Park	641.77
	113199	Repair BBQ at Centennial Park	1,347.50
	112875	Repairs to lights on dry side toilets at Recquatic	154.00
	113201	Repair BBQ at Thomas Oval Pavilion	784.96
	112925	Latitude 32 LED solar light inspection	3,086.88
	112984	Repairs to lights in Library	77.00
Green Skills Inc / Ecojobs	P2369	Hire of personnel for Horticultural team 120221	3,781.23
Sprayking WA Pty Ltd	00001965	Hardstand weed control various locations Feb 21	9,028.03
Alyka Pty Ltd	INV-29185	Annual customer support	25,410.00
Australia Post	1010374494	Postage for period ending 280221	7,412.63
Harmony Software	3-806	In Home Care Educator subscription Jan 21	323.40
	3-792	Harmony Web Educator subscription Jan 21	1,003.20
Heatley Sales Pty Ltd	C970127	Uniforms for City Operations Team	116.05
	C971827	Uniforms for City Operations Team	96.25
	C973256	Uniforms for City Operations Team	309.08
	C970129	Uniforms for City Operations Team	276.74
	C970130	Uniforms for City Operations Team	702.41
	C970135	Uniforms for City Operations Team	720.69
	C970132	Uniforms for City Operations Team	648.00
	C970131	Uniforms for City Operations Team	546.35
	C970128	Uniforms for City Operations Team	90.75
	C970134	Uniforms for City Operations Team	664.46
	C972623	Uniforms for City Operations Team	489.28
	C971962	Uniforms for City Operations Team	567.80
	C970644	Uniforms for City Operations Team	836.88
All Lines & Signs	I0300221	Line marking at Leda Primary School	715.00
S J Rural Supplies	153276	Warratah fence droppers	137.56
Morris Jacobs	23February21	Art classes at Darius Wells 020321 and 090321	400.00
Pickles Auctions	D1000216448	Vehicle impound fee	110.00
Flex Industries Pty Ltd	1014902	Quarterly service of plant #471	165.00
GreenLite Electrical Contractors Pt	00013501	Replace low level probes	184.05
K Mart	272419	Toys for Library	397.00
Total Tools Rockingham	140757	Handy vibe master finisher 4 stroke Honda	985.00
Aaron Leigh McClennan	03March21	Drivers licence reimbursement	44.05
Ecospill Pty Ltd	INV00779609E	Service and replenish spill kits at Depot	149.33
Fire And Safety Australia Pty Ltd	T1045098	Fire warden and fire extinguisher training 180321	275.00
Stephen Peacock	2021047	Artwork for The Fringe Festival	1,850.00
Poolwerx Spearwood	INVSPE3331	Splash pad water quality test Adventure Park Feb	1,297.86
Envirosweep	83894	Road sweeping various locations for Feb 21	5,440.00
	83910	Footpath sweeping various locations Feb 21	3,652.00
	83893	Carpark sweeping for Feb 21	2,502.50
	83907	Extra sweeping of various locations as requested	1,633.50
Solomons Flooring Willetton	100946	Install carpet tiles at Medina Hall	1,800.00
Skateboarding WA	INV-0962	Skateboarding coaching clinic for The Zone	550.00
Waste Management & Resource Recover	INV-6335	Membership subscription 010121 to 311221	840.00
Vocus Communications	P686671	Monthly internet services March 21	1,694.00
Kearns Garden Supplies	100	Washed sand for The Creche	59.00
Air Liquide Australia	XG2173	Hire of medical oxygen Recquatic	50.56
Lo-Go Appointments	00423133	Temp staff week ending 270221	1,761.21

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Payee	Invoice	Description	Amount
	00423132	Temp staff week ending 270221	2,075.11
	00423100	Temp staff week ending 210221	1,657.63
	00423067	Temp staff week ending 130221	2,075.11
	00423101	Temp staff week ending 200221	2,204.77
Sign a Rama	INV-12435	Signs for various locations as instructed	1,192.07
TenderLink	AU-394207	Upload of tender documents	201.30
Charles Service Company	00033605	Additional cleaning Thomas Kelly Pavilion 310121	209.55
	00033614	Carpet cleaning works at Bright Futures	1,245.15
	00033603	Additional cleaning Mandogalup Station 040221	83.82
Major Motors	1017196	Repairs and registrations to KWN704	2,189.69
	1008273	Aircon repairs	1,068.65
Accidental Health & Safety Perth	4543	Infant pads for defibrillator at Recquatic	378.20
Parkers WA	INV-2381	Tactiles installation in Wandi	833.00
Marija Markovic Krivic	1820363	Refund bond for Honeywood Oval party	100.00
Jenna Glasgow	1794890	Refund bond on The Patio	100.00
EFT TRANSFER: - 11/03/2021		Payment reversal creditor #10178	-166.65
EFT TRANSFER: - 11/03/2021			235,748.77
Australian Services Union	PY01-19-Aust Ser	Payroll Deduction	275.98
	PY01-19-Aust Ser	Payroll Deduction	71.70
Australian Taxation Office	PY99-21-Australi	PAYG tax withheld	5,099.00
	PY01-19-Australi	PAYG tax withheld	211,050.00
Maxxia Pty Ltd	PY01-19-Maxxia P	Payroll Deduction	1,110.47
	PY01-19-Maxxia P	Payroll Deduction	1,276.65
	100329020210228	Employee net ITC for 010221 to 280221	295.12
Health Insurance Fund of WA (HIF)	PY01-19-Health I	Payroll Deduction	1,004.55
City of Kwinana - Xmas fund	PY01-19-TOK Chri	Payroll Deduction	7,800.00
Child Support Agency	PY01-19-Child Su	Payroll Deduction	1,199.89
Easifleet	143352	Novated lease charges 100321	348.78
	142925	Novated lease charges 010321	5,826.86
LGRCEU	PY01-19-LGREC U	Payroll Deduction	359.01
	PY01-19-LGREC U	Payroll Deduction	10.26
	PY99-21-LGREC U	Payroll Deduction	20.50
EFT TRANSFER: - 11/03/2021			254,712.35

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Payee	Invoice	Description	Amount
SuperChoice	February2021-01	Superannuation-February2021-01	173,115.83
	February2021-03	Superannuation-February2021-03	3,148.56
	February2021-06	Superannuation-February2021-06	1,110.54
	February2021-07	Superannuation-February2021-07	3,372.23
	February2021-13	Superannuation-February2021-13	238.16
	February2021-14	Superannuation-February2021-14	10,072.28
	February2021-16	Superannuation-February2021-16	558.30
	February2021-17	Superannuation-February2021-17	21,189.39
	February2021-18	Superannuation-February2021-18	1,163.04
	February2021-21	Superannuation-February2021-21	2,282.25
	February2021-22	Superannuation-February2021-22	249.84
	February2021-24	Superannuation-February2021-24	787.15
	February2021-28	Superannuation-February2021-28	86.29
	February2021-30	Superannuation-February2021-30	1,124.06
	February2021-32	Superannuation-February2021-32	2,189.55
	February2021-48	Superannuation-February2021-48	478.18
	February2021-49	Superannuation-February2021-49	919.07
	February2021-50	Superannuation-February2021-50	1,902.32
	February2021-53	Superannuation-February2021-53	588.96
	February2021-54	Superannuation-February2021-54	1,812.62
	February2021-55	Superannuation-February2021-55	2,949.57
	February2021-56	Superannuation-February2021-56	1,083.76
	February2021-58	Superannuation-February2021-58	958.30
	February2021-59	Superannuation-February2021-59	1,297.64
	February2021-60	Superannuation-February2021-60	1,236.23
	February2021-61	Superannuation-February2021-61	504.28
	February2021-63	Superannuation-February2021-63	263.12
	February2021-64	Superannuation-February2021-64	781.82
	February2021-66	Superannuation-February2021-66	461.27
	February2021-70	Superannuation-February2021-70	588.97
	February2021-72	Superannuation-February2021-72	1,012.62
	February2021-73	Superannuation-February2021-73	705.90
	February2021-75	Superannuation-February2021-75	317.78
	February2021-79	Superannuation-February2021-79	1,110.56
	February2021-81	Superannuation-February2021-81	809.98
	February2021-83	Superannuation-February2021-83	1,770.95
	February2021-84	Superannuation-February2021-84	103.66
	February2021-85	Superannuation-February2021-85	805.81
	February2021-89	Superannuation-February2021-89	1,744.77
	February2021-90	Superannuation-February2021-90	991.06
February2021-91	Superannuation-February2021-91	946.32	
February2021-92	Superannuation-February2021-92	1,696.92	
February2021-94	Superannuation-February2021-94	2,195.64	
February2021-95	Superannuation-February2021-95	339.80	
February2021-96	Superannuation-February2021-96	252.93	
February2021-97	Superannuation-February2021-97	783.65	
February2021-99	Superannuation-February2021-99	256.38	
February2021B-01	Superannuation-February2021B-01	2,186.18	
February2021B-03	Superannuation-February2021B-03	167.86	
EFT TRANSFER: - 17/03/2021			52,061.13
Bright Futures Family Day Care - Pa	080321 to 140321	FDC Payroll 080321 to 140321	39,945.57
Bright Futures In Home Care - Payro	080321 to 140321	IHC Payroll 080321 to 140321	12,115.56
EFT TRANSFER: - 18/03/2021			387,903.58

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Australian Outdoor Living	refund	Refund for duplicate payment	166.65
Engineering Technology Consultants	INV100133	Thomas Oval and Kelly Park redevelopment	3,960.00
Nilfisk Pty Ltd	PSVI021083	Batteries and replacement squeegee	3,511.75
NVMS Pty Ltd	1000-1182-2021	Calibration of equipment	1,056.00
Easy Access Lifts Pty Ltd	EAL1460	6 monthly service of pool hoists 25m & hydro pool	853.60
Summers Consulting	INV-927	Mosquito monitoring 040221	1,489.40
Alex Krsnik	SQ21068	Fire mitigation verge slashing various locations	330.00
Reconciliation WA	00000739	Reconciliation WA organisational membership	1,650.00
M Watts Legal	2083	Legal matters MW:0135/003670	331.10
Netstar Australia Pty Ltd	111961	EZ subscription advanced website fee	1,313.40
Port Printing Works	INV063832	Recquatic assorted flyers	430.10
Sonic Health Plus	2279887	Pre-employment medical assessment 100321	198.00
	2276432	Pre-employment medical assessment 250221	198.00
Gavin Wade Scott	0046	Trailer services for various trailers	744.50
	0045	Trailer service onsite	130.00
Richard James Vaughan	10.6	Rates Refund	536.31
JBS & G Australia Pty Ltd	85668	Bushfire plan reviews Chiswick Pde	1,100.00
	85669	Bushfire plan reviews Seabrook Way	165.00
Dowsing Group Pty Ltd	15338	Commercial crossover at Ocean St	11,897.59
Holcim (Australia) Pty Ltd	9407407766	14mm concrete for Gilmore Ave	529.98
	9407419298	14mm concrete for Chisham Ave	616.44
Red Sand Supplies Pty Ltd	00013372	Concrete tipping for Pace Road rehabilitation	77.00
Alana McLeod	1780029	Refund bond on The Patio	100.00
Dementia Australia	1791672	Refund bond on Ken Jackman Hall	200.00
Burson Automotive Pty Ltd	111962815	2 x Service filter kits	165.00
	112001009	Vehicle parts for City Operations Team	459.80
	111994011	Oil filter caps	110.00
Mackie Plumbing and Gas Pty Ltd	196842	Callistemon U10 replace water filter	301.26
	197236	Callistemon U38 replace tee heads for units meter	902.28
	197232	Callistemon U11 remove stove and cap gasline	210.30
	197237	Banksia V62 replace kitchen sink and tap	203.30
STATS Australia	574E2438	Performing and testing roads in Kwinana	5,120.23
The Project People	220000005914	Callistemon U11 complete bathroom and laundry	6,800.00
As Clean As A Whistle	00000612	Callistemon U72 unit clean from ceiling collapse	220.00
Local Government Professionals NSW	57245PE2021-1	ALGPEP report FY2020	1,650.00
Octopus Beak Ink	1	Filming and editing Kwinana Business video	520.00
Samuel Benjamin Chan	CoK2021/1	Editing of Business Breakfast video	430.00
Hocking Heritage + Architecture	INV-4120	Review of Local Heritage survey	3,643.20
Inside Art Space	1024	Artwork licence fee	165.00
	1025	Art classes at John Wellard Centre	247.50
	1022	Art classes at John Wellard Centre	203.50
	1023	Art classes at John Wellard Centre	203.50
Bannerworld	5560	OMG Fringe Festival banners	1,320.00
VCM Perth Events	#omg2021	Delivery of curated markets at the Wellard Street	2,200.00
Brook & Marsh Pty Ltd	30009469	Level and feature survey of Oakley Road	6,957.50
Nashtec Auto Electrics	58406	Install emergency siren and speaker unit	1,793.20
Dennis Panel & Paint	INV-0010	Painting of weight racks for Recquatic Gym	858.00

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Core Electronics	100274732	Bare conductive touch board pro kit	325.47
Lani's Sweet Tooth	L021	70 sugar cookies International Women's Day Event	195.00
Timothy Barrington	09March21	Refund of fees for application	166.65
Tammy Melissa Heron	08March21	Refund of swimming lessons at Recquatic	129.60
Stuart Malcolm Taylor	10.5	Rates Refund	417.77
Denise Beaumont	10.5	Rates Refund	445.80
Gregory Malcom Dixon	16March21	Refund of part dog rego due to sterilisation	150.00
Rushani De Silva	1791918	Refund bond on The Patio	100.00
Leanne Baskerville	1803180	Refund bond on The Patio	100.00
Rebecca Weddikara	1803024	Refund bond on The Patio	100.00
Harmony Jade Hill	16March2021	Achievement grant 2020/2021	175.00
Telstra	9385375010Mar21	Internet and data to 220321	2,491.62
Toll Transport Pty Ltd	0385-T221490	Transport services food water sampling analysis	13.05
	816290	Courier charges 18102019	386.79
	1086955	Transport services food water sampling analysis	73.72
	1052587	Transport services food water sampling analysis	62.90
	1049167	Transport services food water sampling analysis	159.23
	1071539	Transport services food water sampling analysis	42.14
	1045651	Transport services food water sampling analysis	33.30
	0412-T221490	Courier charges 150221	16.74
	0396-T221490	Toll deliveries	13.05
	0413-T221490	Toll deliveries	13.05
T-Quip	98432#5	Pivot pins	59.90
Water Corporation of Western Austra	9023548352Mar21	31U Apsley Park	80.01
	9000294409Mar21	16U Leda Hall	337.71
	9000341201Mar21	1310U Banksia Park	5,170.32
	9000340874Mar21	885U Callistemon Court	3,861.37
	9000374062Mar21	84U Wells Park toilets	216.80
	9000340559Mar21	368U Calista Tennis Club/Toilets	949.81
	9023167656Mar21	15U Hawkeswood Blvd	41.30
	9013156996Mar21	234U Darius Library and Resource Centre	2,107.51
	9012573982Mar21	13U Business Incubator	315.15
	9000341922Mar21	Service charges 24/40 Meares Ave	155.34
	9000341914Mar21	Service charges 23/40 Meares Ave	155.34
	9000341578Mar21	1661U Recquatic/Zone	7,952.52
	9000339427Mar21	59U Victory for Life	293.28
	9000334589Mar21	6U Feilman Building	720.07
Wattleup Tractors	1271297A	Insurance excess repairs KWN2095	500.00
Westbooks	319889	Library books as requested by customers	225.54
	319890	Adult Library books	60.57
	319891	Library books as requested by customers	111.56
	319892	Library books as requested by customers	24.34
	319893	Junior Library books	9.61
	319894	Library books as requested by customers	45.66
	319895	Adult Library books	14.05
	319896	Adult Library books	25.89
Western Power Corporation	CORPB0529203	Install power pole to Pace Road	3,301.00
Qualcon Laboratories Pty Ltd	00028390	Traffic management various locations	1,386.00
Taylor Tyres Pty Ltd	23262	Complete set of tyres for City Operations Team	770.00
Construction Training Fund	11March21	CTF levy for Feb 21	23,301.24
Cornerstone Legal	18041	Legal fees matter No 005330	1,237.60

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
	18042	Legal fees matter No 005391	1,743.00
Absolute Painting Services	INV-1821	Banksia V40-44 external painting	8,000.00
Dell Australia Pty Ltd	2410147546	Repairs to damaged computer equipment	331.77
Suez	40399255	Oil waste recycling	314.60
Synergy	504616220Mar21	1561U Rogan Park	415.34
	845563650Mar21	Replacement invoice adjustment Apex Park BBQ	2.00
	546496270Mar21	1876U Skottowe Park	658.49
Bob Jane Corporation Pty Ltd	0096793032	Tyre for City Operations Team 1GWL818	338.00
Prestige Catering & Event Hire	INV-2365	Catering 100321	339.50
ABCO Products	676588	Cleaning products	228.21
	676582	Cleaning products	338.32
Bunnings Building Supplies	2163/01070650	Liquid nails and hand storage barrel	27.27
Ixom Operations Pty Ltd	6360482	Chlorine gas supply	1,035.89
Neverfail Springwater	316223	Bottled water for The Zone	41.75
Cannon Hygiene Australia Pty Ltd	96988350	Hygiene services 060321 to 050421	1,519.46
Connect CCS	00105440	After hours monitoring overcalls Feb 21	1,257.69
Outsource Business Support Solution	00001671	Temp staff week ending 140321	3,856.87
Marketforce Pty Ltd	37352	Advertising 100221	983.27
Ventura Home Group Pty Ltd	BP2021/327	Refund of fees BP2021/327	61.65
	BP2021/337	Refund of fees BP2021/337	1,352.45
HECS Fire	74109	Equipment supplied to fire stations	916.30
KLMedia Pty Ltd	1148606	Playstation game for Library	55.42
	1148607	DVD's for Library	59.65
Foreshore Rehabilitation & Fencing	INV-4865	Boom install Gilmore Ave	2,391.40
Advanced Autologic Pty Ltd	00100043	Truck wash and solvent for City Operations Team	1,168.00
Infiniti Group	517848	Consumables for Recquatic	311.52
Winc Australia Pty Ltd	9035430077	Stationery for Library	13.90
	9035454264	Stationery for Admin Building	542.66
Advanced Traffic Management (WA) Pt	00144159	Traffic management Anketell Rd	757.72
	00143903	Traffic management Bertram Rd	864.63
LD Total	111653	Landscape maintenance various locations Feb 21	33,035.81
	111638	Landscape maintenance various locations Feb 21	8,872.47
	111636	Landscape maintenance various locations Feb 21	5,078.39
	111640	Landscape maintenance various locations Feb 21	15,981.61
	111647	Landscape maintenance various locations Feb 21	9,370.17
	111655	Landscape maintenance various locations Feb 21	1,986.75
	111642	Landscape maintenance various locations Feb 21	11,447.15
	111651	Landscape maintenance various locations Feb 21	2,382.64
	111645	Landscape maintenance various locations Feb 21	824.44
	111649	Landscape maintenance various locations Feb 21	6,378.28
	111643	Landscape maintenance various locations Feb 21	2,755.48
	111652	Landscape maintenance various locations Feb 21	9,374.15
	111637	Landscape maintenance various locations Feb 21	2,503.95
	111635	Landscape maintenance various locations Feb 21	1,131.09
	111639	Landscape maintenance various locations Feb 21	4,745.31
	111646	Landscape maintenance various locations Feb 21	2,813.79
	111654	Landscape maintenance various locations Feb 21	352.17
	111641	Landscape maintenance various locations Feb 21	3,601.76
	111650	Landscape maintenance various locations Feb 21	664.20
	111644	Landscape maintenance various locations Feb 21	234.65
	111648	Landscape maintenance various locations Feb 21	1,886.81

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
	111453	Additional maintenance at various locations Feb 21	2,695.00
	111480	Additional maintenance at various locations Feb 21	1,347.50
	111454	Additional maintenance at various locations Feb 21	2,524.50
ED Property Services	00001729	Banksia V46 repairs to fence	66.00
	00001728	Callistemon U47 repairs to rear fence	616.00
	00001727	Callistemon U10 complete roof repairs	1,100.00
	00001731	Banksia V12 replace drain on road	880.00
Complete Office Supplies Pty Ltd	09955423	Stationery for The Zone	45.34
Artcom Fabrication	00034591	LED neon sign for OMG festival	1,391.50
Department of Transport	8000747	Disclosure of information fees February 21	3.40
Big W	176062	Nintendo switch console and 2 x Super Smash	986.00
Quell Clean	00053562	Banksia V65 vacate clean	480.00
Marisa Jo Wilkinson	16March21	Payment of principal from Christmas saver	1,440.00
Animal Pest Management Services	A-18259	Animal control services	9,306.00
Woodlands Distributors & Agencies	KWAI-021	Dog waste bags	1,226.50
The Language Centre Bookshop	609954	Library books as requested by customers	320.18
Totally Workwear Rockingham	RK35549.D1	Uniforms for Essential Services	189.48
Accord Security Pty Ltd	00025434	Darius Wells security patrols 170121	175.78
HK Calibration Technologies Pty Ltd	71327	Calibration check	1,116.50
ALSCO Pty Ltd	CPER2116752	Linen hire for OCM Council dinners	62.45
Woolworths Group Limited	84335839	Items for City Operations Team	119.11
	4200098	Items for various areas	57.79
	83857926	Items for Admin Building and Executive Staff	101.06
	83053318	Items for Admin and Council Bar	102.20
	4135854	Items for The Zone	29.00
	4200095	Items for The Zone	39.53
	82513750	Items for City Operations Team	67.29
	83925418	Items for City Operations Team	113.31
	83488131	Items for City Operations Team	82.38
Elexacom	113247	Banksia V3 replace various electrical items	702.76
	113244	Callistemon U71 replace faulty power point	136.88
	113238	Callistemon U20 replace faulty smoke detector	184.25
	113248	Banksia V21 and V31 replace globes	326.04
	113285	Banksia V42 replace exhaust fans in rooms	368.52
Total Green Recycling	INV9449	Collection of batteries and globes	401.94
Advance Scanning Services	20165801	HP gas supervision Meares Ave	1,672.00
AAA Windscreens & Tinting	INV50132	Windscreen chip repairs	132.00
	INV-50482	Install windscreen to KWN2134	295.00
	INV-50444	Stone chip repair for 1GPL243	88.00
Vishal Dilip Shah	16March2021	Refund of swimming robe	68.00
Shobair Hosseini	17March21	Reimbursement of fuel for KWN1941	102.16
Morris Jacobs	23March21	Art classes at Darius Wells 160321	200.00
Blackwood & Sons Ltd	KW6077ZG	Additional PPE apparel for Recquatic	23.54
	KW6321YZ	Masks and hand sanitiser gel	138.16
Frontline Fire and Rescue Equipment	70400	Jerry can 5 litre	52.53
Kerb Direct Kerbing Pty Ltd	48381	Supply & install semi mountable kerb various sites	4,069.45
Sienna Properties Pty Ltd	10.5	Rates Refund	575.88
McLeods	117899	Legal fees matter 40421	5,145.49

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Department of Mines, Industry	11March21	Building Services Levy February 21	43,418.83
Kearns Garden Supplies	76February21	Hardware for City Operations Team	210.44
Lo-Go Appointments	00423166	Temp staff week ending 060321	1,761.21
	00423164	Temp staff week ending 060321	1,279.87
Charles Service Company	00033606	Cleaning consumables for Feb 21	10,354.37
	00033604	Additional cleaning of public toilets	1,132.44
Sanyati Property Services	INV-03413	Cleaning of electronic equipment	506.00
Major Motors	1019890	Service filters for City Operations Team	751.93
	1013471	Remove rear evaporator on 1GJJ940	2,560.44
Aaron Thomas	02March21	Music for small activation event at Bliss Momos	150.00
Apace Aid (Inc)	00012292	Native Seedlings for Belgravia Dampland	440.00
	00012293	Native seedlings for Bertram Sanctuary	283.80
	00012294	Native seedlings for Chisham Oval	361.40
	00012295	Native seedlings for Depot Swamp	888.25
	00012296	New seedlings for Henley Reserve	852.50
	00012297	New seedlings for Homestead Ridge	152.63
	00012299	New seedlings for Sloans Cottage	201.91
	00012300	New seedlings for Sutherland	148.50
	00012301	New seedlings for Thomas Oval	150.70
	00012298	New seedlings for Lake Manjemup	62.70
	00012302	New seedlings for Wildflower	62.70
Yasmin Studio	187	Photographer for Bliss Momos event	150.00
EFT TRANSFER: - 24/03/2021			51,255.56
Bright Futures Family Day Care - Pa	150321 to 210321	FDC Payroll 150321 to 210321	38,519.55
Bright Futures In Home Care - Payro	150321 to 210321	IHC Payroll 150321 to 210321	12,736.01
EFT TRANSFER: - 25/03/2021			493,883.51

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Business Base	INV-12938	Standard sit and stand desks for Admin Building	1,706.00
Powerlyt	INV2205	Lighting design application Wellard Rd	11,308.00
Playmaster Pty Ltd	INV-0991	Install Rock Hopper bridge at Prince Regent Park	1,127.50
David Wills and Associates	00030886	Banksia Park Villa 32 structural inspection	2,750.00
Bruce Carl Mentz	18March21	Reimbursement for Team Building milestone event	350.00
Alex Krsnik	SQ21069	Cleanup and verge maintenance Patterson Road	3,025.00
Wheelie Clean	7969	Rubbish bin clean for Admin Building	267.52
	7970	Rubbish bin clean for Darius Wells	369.38
Paint Industries	62844	Aquapave for various Ovals	168.36
Ivy Penny	15March21	Business workshop catering	100.00
Oban Group Pty Ltd	27058	Plug sump valve for Darius Wells leaks	1,650.00
McGees Property	28538	Land valuations for Moombaki Ave	1,100.00
	28534	Land valuations for Budden Way	1,650.00
KM Spatial	00325	Joiner Place feature survey	1,850.00
Port Printing Works	INV064126	Staff business cards	123.20
	INV064125	Business cards for Community Wellbeing	94.60
	INV064133	Business cards for Community Wellbeing	104.50
	INV064356	OMG festival new dates posters	60.50
	INV064357	OMG festival new dates posters	158.40
Chorus Australia Ltd	CI088079	Mowing services at Bright Futures Feb 21	114.35
Outback Handyman	2960	Banksia Clubhouse and V12 repairs to paving	495.00
Sonic Health Plus	2283030	Pre-employment medical assessment 100321	198.00
Turf Care WA Pty Ltd	INV-2539	Supply and apply wetting agent Wells Park	1,056.00
	INV2208	Supply and apply fertiliser to various locations	18,964.21
Zhaohui Shen	refund	Duplicate payments	219.00
Holcim (Australia) Pty Ltd	9407428597	14mm concrete for Simmons Loop	416.24
	9407424208	14mm concrete for Meares Ave	336.16
Robert Henry Stevenson	15February21	Neighbour Day Everyday funding	132.00
Jo Art House	7	Furniture for Small Activation Bertram Community	100.00
Sara's Patisserie	22	Catering for Harmony Day at Bertram Community	100.00
Mallary Annette Evarettz	1794691	Refund bond on The Patio	100.00
Rufino Selmo	1826404	Refund bond on Thomas Kelly Pavilion	2,000.00
Rockingham Betta Electrical & Gas	32410023740	Banksia V65 install oven combo	2,137.00
Burson Automotive Pty Ltd	111643890	Workshop consumables	59.99
	111261060	Century battery for City Operations Team	246.40
Mackie Plumbing and Gas Pty Ltd	197112	Back flow test on William Bertram Community	161.98
	197260	Repair taps at William Bertram Community Centre	73.70
	197240	Unblock drainage lines at Recquatic Centre	320.68
	197238	Inspect deep fryer at Fiona Harris Pavilion	129.55
	197235	Inspect hot water unit at Kwinana Tennis Club	128.98
	197234	Unblock toilets at Wells Park	195.97
	197233	Inspect leak to hot water unit at Recquatic	73.70
	197123	Install basin mixers to William Bertram Centre	517.00
	197120	Repair shower taps to Thomas Kelly Pavilion	224.40
Australian HVAC Services Pty Ltd	60202	Monthly AC maintenance for various sites	4,318.60
	60203	Monthly AC maintenance for various sites	4,318.60
	60248	Clear drains to AC at Mechanics Depot	231.00
	60194	Install AC to Bright Futures Day Care	2,862.97
	60258	Monthly AC maintenance for Admin Building	288.75

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Royal Life Saving Society	134574	Home pool barrier inspections	4,224.00
Hocking Heritage + Architecture	INV-4122	Completion of scope to Sloans Reserve and building	957.00
Octagon Lifts Pty Ltd	00050447	Repair to lift at Darius Wells Centre	599.50
SSB Pty Ltd T/As Momu WA	refund	BP20/1011 cancellation	445.19
	Refund	VP20/366 verge fee cancellation	288.00
Anna Kelly	16March21	De-install Bertram Business Activation	240.00
Satellite Security Services	IV010703	Test all duress alarms at various centres	805.60
	IV010753	Install siren at Mandogalup Fire Station	428.73
	IV010776	Remote downloading of access card	50.00
	IV010800	Recquatic Centre site mapping	990.00
	IV010846	Replace faulty strike on door at Medina Hall	674.85
Picnic Tables Hire	PTH1032	Hire of equipment for OMG event	5,401.00
Nashtec Auto Electrics	58666	Fit and install 12 volt inverter	550.00
	58674	Install lighting system on KWN2145	960.72
Wellard Primary School	Refund	Part refund parking prohibited signs	1,151.00
Kadeklerk Photography	PON129353	Photography of Harmony Day 2021	640.00
Wilglow Pty Ltd - T/As Minuteman Pr	4049	Business Breakfast cards	156.75
Carla Jonelle Higgins	A/N24307	Crossover subsidy rebate	365.40
Pauline Murphy Design & Illustratio	94	Social Strategy workshop recordings	450.00
Sankara Balaji C	10March2021	Refund for swimwear gown not suitable	80.00
Bridget Hankins	10March2021	Recquatic membership not cancelled	80.00
Renee Duperouzel	22March21	Swimming lessons refund due to relocation	55.44
Sandip Kumar Dwivedi	22March21	Cancellation of Tuart Room booking 150521	157.90
	1835893	Refund bond on Tuart Room	1,000.00
Amardeep Gill	1820246	Refund bond on William Bertram Centre	2,000.00
Tanya Wilkins	1783446	Refund bond on The Patio	100.00
Debbie Smith	1803180	Refund bond on The Patio	100.00
Melody Pitt	1803180	Refund bond on The Patio	100.00
Sudhakar Jayarama	1803365	Refund bond on Tuart Room	1,000.00
Rose Nahim	1809310	Refund bond on The Patio	100.00
Emily Spyra	1826045	Refund bond on The Patio	100.00
Benjamin Foo	1828789	Refund bond on Thomas Kelly Pavilion	1,000.00
Jennifer Louise Medbury	1837942	Refund bond on Wellard Pavilion	1,000.00
Australia Post	1010358077	Agency commission fees to 280221	498.31
Southern Metropolitan Regional Coun	15424	Annual quarterly contribution 010621 to 010321	26,491.58
St John Ambulance Australia (WA) In	STKINV00025268	St John personal monitoring kit	314.80
	STKINV00026559	Antiseptic spray for City Operations Team	47.70
	SKINV00025285	First aid supplies for City Operations Team	39.82
	FAINV00787831	First aid training 180321	128.00
	FAINV00783006	First aid training 150321	128.00
	STKINV00024846	Defibrillator powerheat and battery	106.87
	STKINV00024847	Defibrillator and powerheat for Bright Futures	106.87
Sunny Sign Company Pty Ltd	452877	Street sign Hennessy Ave	74.25
	452778	Street signs for various streets	222.75
Telstra	1548725500Mar21	Feilman Building to 130421	19.25
Toll Transport Pty Ltd	1112550	Transport services food water sampling analysis	58.76
Waste Stream Management Pty Ltd	00428451	Tipping fees 150321	1,452.00

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Water Corporation of Western Austra	9000295305Mar21	252U Sloans Cottage	650.41
	9000342570Mar21	14U Rhodes Park	224.12
	9012543409Mar21	1U Admin/Arts/Parmelia	1,976.11
	9014249617Mar21	5U Bertram Oval Club facility	576.89
	9014051352Mar21	16U Bertram Community Centre	604.88
	9000319469Mar21	82U Chisham Oval toilets	211.64
	9000313235Mar21	2U Peace Park	5.16
	9000323724Mar21	198U Frank Konecny	793.03
Wattleup Tractors	1271524C	Major service of KWN5610 tractor	2,930.32
Western Australian Treasury Corpora	Loan#101-290321	Loan #101 due 290321 interest	30,875.00
	Loan#105-290321	Loan #105 due 290321 capital and interest	38,104.67
Western Irrigation Pty Ltd	J49576	Banksia Park reticulation parts	5,350.94
Dennis Cleve Wood	ICTALLOW20/21	ICT allowance	291.67
	MEETINGFEES20/21	Meeting fees	2,639.83
Ergolink	SI-00073380	Computer mouse for City Leadership team	167.00
Sherilyn Wood	ICTALLOW20/21	ICT allowance	291.67
	MEETINGFEES20/21	Meeting fees	2,639.83
Sandra Elizabeth Lee	ICTALLOW20/21	ICT allowance	291.67
	MEETINGFEES20/21	Meeting fees	2,639.83
City of Armadale	42491	Tipping fees 050321	168.00
Environmental Health Association	24838	EHA state conference	590.00
Absolute Painting Services	INV-1826	Banksia V39 complete repaint	1,430.00
	INV-1835	Callistemon U45 57 and 75 paint touch up	220.00
	INV-1834	Banksia villas various painting	242.00
	INV-1801	Paint external walls at William Bertram Centre	5,775.00
	INV-1800	Repairs to gutters at William Bertram Centre	1,254.00
	INV-1799	Paint retaining walls to William Bertram Centre	1,012.00
Subway Kwinana	35	EMBS Dinner 150321	77.45
	51	Catering for DPLH planning lunch	74.45
Big Brews Liquor	ZB1347585	Refreshments for events	379.93
Beaver Tree Services Aust Pty Ltd	76809	Additional payment for invoice 76809	1.00
	76746	General vegetation clearance various sites	3,616.38
	76691	Tree pruning and clearance Meares Ave	3,226.69
	76808	Emergency clean up works BMX Track	2,246.20
	76822	Verge tree watering at various locations 260221	4,083.54
	76806	General vegetation clearance various sites	1,274.94
	76690	Tree pruning Sievewright Cove	555.94
	76809	General vegetation clearance various sites	21,225.59
	76805	Tree pruning Beauchamp Loop	2,174.34
	76689	General vegetation clearance Newbold Road	1,236.31
Asbestos Masters WA	3457	Removal of asbestos from Gentle Rd	440.00
Synergy	129764890Mar21	8907U Lambeth Park	1,765.27
	566370150Mar21	3233U Chipperton Park	1,033.33
	144372270Mar21	9022U Thomas Oval retic	1,154.40
	958335710Mar21	8922U Orelia Oval	1,855.03
	363828740Mar21	Vacant U11 Callistemon	134.55
Prestige Catering & Event Hire	INV-2429	Catering 220321	361.80
	INV-2424	Catering 180321	3,074.00
Bunnings Building Supplies	2163/01011849	PVC electrical insulation tape	72.53
	2163/01623386	Repairs to gate for Model Railway	136.89
	2163/01625387	Equipment for various areas	304.41
	2163/01521349	Equipment for Adventure Park and Wellard Park	167.13

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
	2163/01072541	Grout for Medina Hall	18.97
	2163/01009230	Fibreglass repair for Adventure Park	86.36
	2163/01634966	Door stops for Thomas Kelly Pavilion	44.72
	2163/01529223	Door stops for Wellard Pavilion	54.59
	2163/01001667	Timber screws for City Operations Team	117.80
	2163/01528222	Grab rail set for Administration Building	54.89
	2163/01528954	Treated pine for Chalkhill seats	231.77
	2163/01524306	Padbolt and concrete repairs to Challenger Beach	58.87
Yakka Pty Ltd	12942545	Staff uniforms	49.30
	12969316	Staff uniforms	33.15
Neverfail Springwater	229204	Water for City Operations Team	15.84
	239288	Water for Admin Building	31.68
Rebel Sport Ltd	066103043638	Soccer equipment for program at The Zone	29.99
Downer EDI Works Pty Ltd	6010525	Supply deliver and apply asphalt Pace Road	203.98
	6010534	Supply deliver and apply asphalt Pace Road	66.06
Peter Edward Feasey	DEPMAYFEE20/21	Deputy Mayoral allowance	1,869.83
	ICTALLOW20/21	ICT allowance	291.67
	MEETINGFEES20/21	Meeting fees	2,639.83
Carol Elizabeth Adams	ICTALLOW20/21	ICT allowance	291.67
	MAYALLOW20/21	Mayoral allowance	7,479.42
	MEETING20/21	Meeting fees	3,959.67
Challenge Chemicals Australia	107531	Cleaning equipment for Recquatic Centre	112.42
Outsource Business Support Solution	00001677	Temp staff week ending 180321	2,931.22
Daniels Printing Craftsmen	71234	Social Strategy booklets	484.00
City of Rockingham	115484	Tip fees to 260221	17,365.44
Homebuyers Centre Pty Ltd	Refund	Refund for VP20/230	408.00
CJD Equipment Pty Ltd	2194564	Park brake handle spring for City Operations Team	44.96
HECS Fire	74131	Tag testing fire extinguisher at City Operations	33.00
	74512	Install fire extinguisher at Kwinana Adventure Park	186.56
Coastline Mowers	27262	Repairs to chainsaws	194.70
	27074	Purchase of two blowers	367.65
	27263	Repairs to blower at Banksia Park	227.20
Eclipse Soils Pty Ltd	KWIN01R044270	Tipping fees for Challenger Ave	297.00
Officeworks Superstores Pty Ltd	15989725	Zone office re-fit	2,083.79
	16193183	Office equipment for The Zone	805.95
MRP General Pest/Termite Division 4	98199	Quarterly pest control Mandogalup	195.00
	98407	Treatment of ants at Thomas Kelly Pavilion	139.70
	98408	Treatment of ants at Rhodes Park toilets	139.70
Wizard Training Solutions	WIZZ028	Conflict and Communication training	3,520.00
Winc Australia Pty Ltd	9035466360	Stationery for Administration Building	2.18
Advanced Traffic Management (WA) Pt	00144355	Traffic management Challenger Ave	15,530.27
	00144162	Traffic management Challenger Ave	2,899.15
	00143742	Traffic management Lambeth Circle	2,312.52
	00144351	Traffic management Parmelia Ave	7,424.46
	00144356	Traffic management Seabrook Way	984.95
	00144357	Traffic management Tanson Road	998.32
	00144353	Traffic management various locations	1,820.60
Australian Office Leading Brands	96376866	Envelopes for Admin Building	311.74
	96374368	Stationery items for Admin Building	464.20
ED Property Services	00001737	Callistemon U11 kitchen renovation	2,750.00
	00001739	Callistemon U11 replace built-in wardrobe	3,080.00

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Porter Consulting Engineers	00021058	Drainage relocation Bertram Rd	5,761.80
Complete Office Supplies Pty Ltd	09990518	Items for City Operations Team	161.20
	09984699	Footrests for The Zone staff	270.73
Department of Transport	4149977	Overpayment of grant installment	2,735.01
Landgate	1080606	Landgate title search fees Feb 21	53.40
	68037259	Aerial imagery service fee Mar 21	187.05
	363079-10001098	GRV chargeable schedule No G2021/5	871.84
	363152-10001098	GRV chargeable schedule No U2021/3	225.00
Big W	176161	Stationery for National Reconciliation Week	60.80
	176152	Materials for project at The Zone	38.00
	176154	Pocahontas for Harmony Day screening	20.00
Aussie Clotheslines	19878-1	Callistemon U55 rewire folding frame	260.00
Domino's Pizza - Kwinana Market Pla	98276Mar21	Social Strategy consultation refreshments	113.35
Wendy Gaye Cooper	ICTALLOW20/21	ICT allowance	291.67
	MEETINGFEES20/21	Meeting fees	2,639.83
Master Lock Service	00007669	Repair lock on bore cubicle	135.00
	00007671	Supply keys for Facility Maintenance Department	240.00
Totally Workwear Rockingham	RK35549.D2	Uniforms for Essential Services	218.85
Aim	M1009-21	AIM Membership	550.00
Tracey Jane Gooden	170321	Reimbursement for uniforms and birth certificate	66.00
Kev's Wheelie Kleen	11873	Monthly bin clean for John Wellard Community	99.00
	11459	Monthly bin clean for William Bertram Centre	99.00
	11791	Monthly bin clean for William Bertram Centre	121.00
	11544	Monthly bin clean for John Wellard Centre	66.00
Accord Security Pty Ltd	00025612	Security guards for International Women's Day	360.80
Garage Sale Trail Foundation Ltd	00001017	Garage Sale Trail membership fee 2021	5,234.35
Zenien Pty Ltd T/as ATFT Astuta Tru	18432	Camera replacements at The Skate Park	5,198.16
	18433	Camera replacement for The Zone	961.07
ALSCO Pty Ltd	CPER2117793	Linen hire for OCM Council dinners	60.73
Imagesource Digital Solutions	455319	Recquatic banner and whiteboard decal	951.50
Alexi Peacock	22March21	Supplies for OMG Fringe Festival	51.40
Woolworths Group Limited	4135889	Items for Social Strategy Stakeholders workshop	65.30
	4135860	Items for The Zone	94.30
	4135869	Items for The Zone	49.98
	4135871	Items for The Zone	63.07
	4135882	Items for various areas	54.27
	4200096	Items for The Zone	20.40
	4135878	Items for The Zone	18.45
	84740294	Items for City Operations Team	149.79
	84808198	Items for Admin Building	226.05
	4135883	Items for The Zone	43.06
	4135870	Items for Bright Futures Day Care	85.00
	4135866	Items for Mooditj Kulungars and Admin	137.72
	4135876	Items for staff farewell	35.00
	4135873	Items for staff farewell	80.00
	4024097	Items for The Zone	9.86
	4135892	Items for Social Strategy Workshop	70.00
Anna Fryer	23March21	Items for Social Strategy Workshop	183.18
	18March21	Lunch for Social Strategy Workshop	78.80
Drainflow Services Pty Ltd	00006808	Gully Education Program Kwinana Beach	2,970.00
	00006948	Gully Education Program Kwinana Beach	4,455.00

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Elexacom	113358	Data logging on site for Darius Wells Centre	6,424.00
	113242	Repair BBQ at Adventure Park	192.50
	113312	Disconnect ceiling lights at 156 Medina Ave	231.00
	113311	Repair female lights in toilet at The Zone	38.50
	113310	Repairs to lights at Bright Future Day Care	115.50
	113286	Replace power box at War Memorial Pace Road	856.87
	113284	Repair emergency light at Recquatic Centre	115.50
	113249	Inspect lights at The Adventure Park	539.00
	113246	Inspect loss of power to Admin kitchen	349.07
	113245	Inspect lights not working at The Dome Cafe	77.00
	113243	Reset breaker to lights at Koorliny	77.00
	113202	Replace sensor at toilets in Recquatic	251.63
	113376	Banksia V3 repair faulty sensor light	563.35
	113375	Banksia V27 replace exhaust fan	133.62
	113357	Install lights in ceiling at 156 Medina Avenue	381.89
StrataGreen	131882	Weeding supplies and equipment	2,183.64
	131634	Weeding supplies and equipment	3,649.44
Gregs Glass	11060	Callistemon U66 repair to damaged front window	200.00
Sprayking WA Pty Ltd	00001938	Weed control in Streetscapes various locations Nov 20	3,227.37
	00001937	Hardstand weed control various locations Nov 20	13,097.97
	00001966	Treatment of weeds Daintree Bertram Feb 21	451.96
Hart Sport	10105434	Equipment for swim school and dry programs at Recquatic	747.30
Advance Scanning Services	20165918	HP gas supervision Joiner Place	1,848.00
	20165892	Locating of potholes Gamble Place	1,089.00
Alinta Gas	972215970Mar21	279U Banksia Park Clubhouse	76.35
Heatley Sales Pty Ltd	C975095	Uniforms for City Operations Team	96.25
	C976009	Uniforms for City Operations Team	40.70
	C976017	Uniforms for City Operations Team	77.09
HP Financial Services Pty Ltd	100001286421	Monthly payment contract 5389066248AUS2 May 21	15,829.24
	100001286422	Monthly payment contract 5389066248AUS3 May 21	588.85
	100001287062	Monthly payment contract 5389066248AUS1 May 21	2,216.50
Exit Waste	4096	Clean grease trap at various centres	2,499.20
Specialised Tree Lopping	210223-2	Tree pruning around Callistemon Court	3,850.00
Jasman Enterprises Pty Ltd	00025561	Pressure cleaner for service truck	398.75
Blackwood & Sons Ltd	KW8418ZI	Clutch concrete lifting for City Operations Team	127.27
Flex Industries Pty Ltd	1015814	Lube filter spin-on flow	30.53
Jason Signmakers	217351	Modified road layout signs	475.64
GreenLite Electrical Contractors Pt	00013555	Tracking of mains to Wellard Park	755.15
	76	Investigate wire system at Pump 2	138.60
Mervyn Thomas Kearney	ICTALLOW20/21	ICT allowance	291.67
	MEETINGFEES20/21	Meeting fees	2,639.83
Solomons Flooring Willetton	100976	Removal of carpet at John Wellard Community	5,275.00
	100946	Install carpet tiles at Medina Hall	1,800.00
Skateboarding WA	INV-0963	International Women's Day Skate clinic	2,475.00
Genie Australia	INV0404668	Annual service of scissor lift	466.25
Bushfire Prone Planning	BPP-20305	Bushfire plan review Born Road	286.00
Fridgair Industries Pty Ltd	37635	Service of staff fridge at The Zone	220.00
McLeods	117683	Legal fees matter 44400	722.97
Kearns Garden Supplies	53February21	Hardware purchases for The Village	13.63
Lo-Go Appointments	00423066	Temp staff week ending 130221	887.13

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
	00423068	Temp staff week ending 140221	822.68
	00423209	Temp staff week ending 130321	1,761.21
	00423206	Temp staff week ending 130321	1,719.55
	00423207	Temp staff week ending 130321	1,710.72
	00423208	Temp staff week ending 130321	1,657.63
Kwinana Smash Repairs	16,731	Insurance excess for repairs to 1EYT548	500.00
Gaye McMath	15	Independent Audit Committee Member fee for meeting	1,980.00
Mobile Mouse	13761	Excel Essentials training course	1,675.00
Matthew James Rowse	ICTALLOW20/21	ICT allowance	291.67
	MEETINGFEES20/21	Meeting fees	2,639.83
WA Growers Fresh	refund	Refund duplicate payment	219.00
EFT TRANSFER: - 25/03/2021			208,115.02
Australian Services Union	PY01-20-Aust Ser	Payroll Deduction	275.98
	PY01-20-Aust Ser	Payroll Deduction	71.70
Australian Taxation Office	PY01-20-Australi	PAYG tax withheld	195,186.00
Maxxia Pty Ltd	PY01-20-Maxxia P	Payroll Deduction	1,110.47
	PY01-20-Maxxia P	Payroll Deduction	1,276.65
Health Insurance Fund of WA (HIF)	PY01-20-Health I	Payroll Deduction	1,004.55
City of Kwinana - Xmas fund	PY01-20-TOK Chri	Payroll Deduction	7,620.00
Child Support Agency	PY01-20-Child Su	Payroll Deduction	1,199.89
LGRCEU	PY01-20-LGREC U	Payroll Deduction	359.52
	PY01-20-LGREC U	Payroll Deduction	10.26
EFT TRANSFER: - 31/03/2021			820,869.11

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Susan Reeve	24March21	Replace bain marie element at Clubhouse	315.43
Awards WA Inc	00005836	Ignite Awards program	5,500.00
Bay Concrete Grinding	00038211	Concrete grinding Medina Ave	3,850.00
Newsonic Pty Ltd	11.2	Rates Refund	310.03
	11.2	Rates Refund	133.37
Orbit Fitness	WC183696	Equipment service Recquatic gym	1,708.10
	WC184974	Maintenance of cardio equipment at Recquatic	258.82
	WC191036	Safety inspection to gym equipment at Recquatic	421.50
Tamara Rorbach	30March2021	Cancellation of The Patio hire 170421	39.00
	1820363	Refund bond on The Patio	100.00
Oban Group Pty Ltd	27320	Repair ceiling at Recquatic Centre foyer	2,782.56
Port Printing Works	INV064517	Smirk's Cottage DL flyers	63.80
Leaf Bean Machine Pty Ltd	00087448	Items for Cafe Splash Recquatic	162.24
	00085611	Items for Cafe Splash Recquatic	385.00
	00087160	Items for Cafe Splash Recquatic	145.56
	00086092	Items for Cafe Splash Recquatic	147.74
	00086471	Items for Cafe Splash Recquatic	126.74
Sonic Health Plus	2288469	Pre-employment medical assessment 150321	198.00
	2289428	Pre-employment medical assessment 190321	198.00
Dowsing Group Pty Ltd	15477	Construction of footpath Pace Road	5,862.89
DNR Contracting Pty Ltd	1250	Civil works for Challenger Ave	32,858.31
Jennifer Lee Marslen	11March21	Sundries for Community Engagement	137.00
Red Oxygen Pty Ltd	CI00206490-52038	Licence and message charges 270221 to 260321	45.32
Mackie Plumbing and Gas Pty Ltd	197450	Kwinana Senior Citizens repair leaking water mains	221.10
	197429	Callistemon U2 replace kitchen mixer	245.91
	197514	Inspect gas line at Callistemon U10	166.40
	197418	Callistemon U51 replace igniter on hot water unit	240.41
	197503	Banksia V65 replace sink plugs and connect oven	461.23
	197397	Medina Hall preventative maintenance	143.55
	197446	Banksia Park V60 replace toilet cistern	333.30
	197413	Install new drink fountain at Moombaki Park	952.07
	197421	Inspect leaking toilet at Darius Wells Centre	601.83
	197423	Repair broken sink mixer	96.51
	197436	Reset Bill Quadra unit at John Wellard Centre	110.55
	197504	Repairs to Challenger Beach toilets not flushing	168.22
	197506	Preventative maintenance for The Zone	968.00
	197507	Kwinana Bowling Club preventative maintenance	924.00
	197508	Service dishwasher at Darius Wells Centre	73.70
	197510	Replace waterless trap to Business Incubator	399.98
	197513	Dog Pound preventative maintenance	924.00
Friends of the Community Inc.	447	Morning tea for MOU signing	238.75
Australian HVAC Services Pty Ltd	60419	Investigate leaking air con to Wandi Pavilion	231.00
	60432	Reset faults on chiller at Darius Wells	231.00
Jade Louise McCallum	240321	National Reconciliation Week Art Project materials	28.55
Online Social Butterfly	1838074	Refund bond on Wisteria Room	1,000.00
Sai Global Ltd	SAIG11S-1104213	Subscription renewal	10,841.81
Octagon Lifts Pty Ltd	50689	Quarterly maintenance of lifts at various locations	5,072.10
Darren Hutchens Artist	1029	Purchase of materials for mural on steps	660.00
John Papas Trailers (Aust) Pty Ltd	00075140	Trailer 7x5 HD single axle galvanised body	4,060.00
Satellite Security Services	IV010863	Repairs to zone 1 at Koorliny Art Centre	207.35
	IV010895	Replace detectors not working at Recquatic	770.70

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Wellard Management Pty Ltd	1569294	Refund Council maintenance bond	10,047.60
Yellow Citrine Pty Ltd	INV-0570	Harmony Day movie night at Bertram	595.00
Shane McMaster Surveys	Kwin312	Road reserve survey pick-up Gamble Place	990.00
	Kwin313	Road reserve survey pick-up Challenger Ave	1,100.00
Beyond Bricks Pty Ltd	00010777	Supply of brick pavers for Challenger Ave	3,959.10
Kevin Goddard Green	17March21	Seniors Security Subsidy Scheme 2021	130.00
All Four Sides Hairdressing	29March2021	Local Commercial Support Grant funding	1,067.00
The Patio Factory	invoice 14995	Deposit for patio for City Operations Team	500.00
Clair Louise Hoyland	11.2	Rates Refund	819.14
Enid Gelden & Lance Jeffrey Gelden	11.2	Rates Refund	417.77
Beng Hong Lau	24March21	Seniors Security Subsidy Scheme 2020/2021	250.00
Lovegrove Electrical	25March21	Refund of CTF fees paid to City in error	94.00
Nicole Quaranta	1837945	Refund bond on The Patio	100.00
Katie Day	1802681	Refund bond on The Patio	100.00
Josephine Kempton	1811151	Refund bond on The Patio	100.00
Parampreet Singh	1843949	Refund bond on Tuart Room	1,975.00
Telstra	0335568200Mar21	Banksia Park Clubhouse Mar 21	44.45
Total Eden Pty Ltd	411450347	25mm piping	144.94
	411450336	Stock items for City Operations Team	3,380.94
Trisley's Hydraulic Services Pty Lt	100203433	Replace prominent control solenoid in hydro pool	750.20
Wurth Australia Pty Ltd	4307510325	Hexagon self locking nut set	22.56
Absolute Painting Services	INV-1760	Repaint gabling at Business Incubator Centre	1,980.00
Coles Group & Myer	CGC933167	Corporate gift cards for staff awards	2,514.85
Maia Financial Pty Ltd	C32428	Quarterly leasing for period 010421 to 300621	63,247.46
	C32728	Lease for Hublet tablets from 010521 to 310721	1,878.75
Dell Australia Pty Ltd	2410139332	Repairs for damaged tablet	422.49
Palm Lakes Gardens & Landscape Serv	6353	Relay paving on footpath Tanson Road	1,100.00
	6438	Paving maintenance at Wellard Village	2,200.00
Beaver Tree Services Aust Pty Ltd	77041	General vegetation clearance Orelia Ave	1,493.72
	77039	Vegetation clearance Clementi Road	2,962.00
	77038	Vegetation clearance Thomas Rd West	3,635.49
	77037	Vegetation clearance Patterson Road	26,953.33
	76988	Vegetation clearance Banksia Road	3,054.60
	76930	Vegetation clearance Gemstone Park	7,187.84
	76972	City wide watering 120321	4,083.54
	76883	City wide watering 050321	4,083.54
	77128	Tree pruning Chilcott Street	550.33
	77112	Tree pruning Challenger Ave	4,361.77
	77042	Stump grinding at various locations	1,594.89
Asbestos Masters WA	3459	Removal of asbestos from Gentle Rd Medina	440.00
Suez	165509	Waste and recycling services Feb 21	144,769.51
	41744891	General waste dry Feb 21	1,486.93
	41711175	Mixed waste disposal Feb 21	160,057.52
Prestige Catering & Event Hire	INV-2455	OCM Dinners and catering	409.70
	INV-2458	Emergency Services Civic Event	2,395.00
	INV-2457	Emergency Service Civic Event furniture hire	1,740.00
Bunnings Building Supplies	2163/01635769	Anti theft taps for Admin Building	95.33
	2163/01151090	Garden supplies for Bright Futures	58.49

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
Ixom Operations Pty Ltd	6365190	Chlorine gas supply	1,035.89
Sigma Chemicals	147103/01	Chemical order for Recquatic	526.90
Ausco Modular Pty Ltd	7267324	Demountable hire March 21	1,471.80
Neverfail Springwater	288842	Water for City Operations Team	15.84
Downer EDI Works Pty Ltd	6010554	Supply of bituminous sealing Milton Place	8,385.08
	6010553	Supply deliver and apply asphalt Challenger Ave	33,680.90
Celebration Nominees Pty Ltd T/A	Refund	Refund VP20/181	396.00
	Refund	Refund VP20/151	300.00
Outsource Business Support Solution	00001681	Temp staff week ending 250321	3,471.19
PFD Food Services Pty Ltd	KX554649	Items for Cafe Splash	1,505.45
Daniels Printing Craftsmen	71480	OMG new date booklets	605.00
AAA Blinds Port Kennedy	7748	Callistemon U39 and 64 repairs to vertical blinds	291.00
	77449	Callistemon U36 repair broken curtain tracks	263.00
	7746	Callistemon U34 repairs to broken curtain tracks	128.00
	7747	Banksia V53 repair broken curtain tracks	128.00
Ventura Home Group Pty Ltd	BP2021/410	Refund of secondary application transfer	61.65
Western Maze Pty Ltd	00001268	Green waste collection area 3	28,376.91
HECS Fire	73944	Attend call out at Recquatic 040221	594.00
	74394	Replace sensor at Recquatic stadium door	462.00
Coastline Mowers	27395	Repairs to walker mower	112.00
KLMedia Pty Ltd	1148774	New console games for Library	694.77
KAJ Installations & Services	00007277	Callistemon U3 replace remote control to garage	136.00
Community Arts Network (WA)	00003917	Community Arts Network 2021 membership	200.00
Bladon WA Pty Ltd	BWAI47201	Uniforms for The Zone staff	753.28
Wildflower Society of WA (Murdoch)	35	Interpretative Services for Wildflower Walk	500.00
Winc Australia Pty Ltd	9035567809	Stationery for Admin	3.30
Advanced Traffic Management (WA) Pt	00144349	Traffic management Milton Place	1,206.69
	00144579	Traffic management Tanson Road	821.17
ED Property Services	00001745	Callistemon U15 repairs to sliding door frame	176.00
	00001746	Repairs to cracked walls at Callistemon units	143.00
	00001749	Callistemon U11 various small repairs	352.00
	00001744	Callistemon U11 kitchen renovation	2,750.00
	00001743	Banksia V46 repairs to cracks and ceiling	341.00
Rockingham Skylights	12624	Banksia V65 install skylight	425.00
Fence Hire WA	25658	Temporary fencing for Gemstone Park	1,522.40
Elliotts Irrigation Pty Ltd	B22159	Iron filter servicing for Mar 21	2,992.00
Complete Office Supplies Pty Ltd	10000876	Stationery for Recquatic	289.61
Big W	176164	Milestone celebration	24.00
JB HiFi Commercial Division	BD0423137	5 x surge protected 6 slot powerboards & leads	417.41
Master Lock Service	00007709	15 x F Padlocks with long shanks	930.00
	00007708	Business Incubator modify lock	125.00
Programmed Property Services Pty Lt	SINV600658	BP and Retirement gardening and lawn mowing Mar 21	10,257.86
ALSCO Pty Ltd	CPER2118859	Linen hire for OCM Council dinners	61.33
Imagesource Digital Solutions	456396	Whiteboard decals Recquatic functional training	341.00
	456398	Artwork set-up 200 hands cut from corflute	650.10
	456351	Overlay decals for Fringe Festival signs	150.00
	456366	Roster signs for Social Strategy workshop	215.60

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
	456368	Exhibition panels for local history exhibition	2,579.50
Road Specialist Australia Pty Ltd	5840	Port half turn ball valve	181.50
Alexi Peacock	24March21	OMG fringe decals	214.00
Woolworths Group Limited	4135898	Items for Social Strategy workshop	55.61
	85200791	City Operations kitchen supplies	109.07
	84998526	Items for Admin	32.00
	4135901	Morning tea and flowers for 25 years of service	95.95
	85261724	Items for Admin Building and Strategic Planning	107.75
	4135910	Items for various areas	75.57
	4135915	Items for The Zone	51.18
	4135894	Items for The Zone	47.61
	4135891	Items for The Zone	42.19
	4135908	Items for The Zone	9.86
	4135911	Purchase of cleaning products for Village	59.15
	4135895	Easter eggs for Les Mills Mega Launch	49.00
	4135912	Catering for Banksia Clubhouse	92.91
Drainflow Services Pty Ltd	00006950	Gully eduction various sites	6,864.00
Elexacom	113371	Repairs to thermal imaging at Recquatic Centre	489.50
	113374	Repair lights at The Edge Skate Park	699.02
	113377	Repair Emergency Exit light to Fiona Harris Pavilion	44.00
	113379	Install duress button at Darius Wells Centre	264.00
	113382	Replace globes at Department of Housing	299.71
	113421	Investigate loss of power to Pace Road Shops CCTV	44.00
	113422	Repairs to mixer at Recquatic Centre	1,350.25
	113424	Emergency evacuation testing The Pavilion Wandi	132.00
	113425	RCD testing The Pavilion Wandi	66.00
	113426	Emergency evacuation testing The Resource Centre	88.00
	113427	RCD testing The Resource Centre	44.00
	113428	Emergency evacuation testing Wandi Hall	110.00
	113429	RCD testing Wandi Hall	22.00
	113430	RCD testing Wellard Pavilion	129.80
	113431	RCD testing Childcare Clubrooms Wandi Hall	22.00
Zip Heaters	3592966	Replace system at Recquatic Centre	1,380.50
Wellard Residential Pty Ltd	1550815	Refund of maintenance bond	8,595.56
Gregs Glass	11019	Replace window at Senior Citizens Centre	205.00
Housing Authority	1553704	Refund balance of land subdivision bond	12,647.49
Blackwood & Sons Ltd	KW3886YR	Stock purchases for Fire Brigade	442.06
	PE4095YU	Stock purchases for Fire Brigade	40.16
	PE3887YR	Stock purchases for Fire Brigade	32.56
	PE2599YU	Stock purchases for Fire Brigade	150.66
	PE3888YR	Stock purchases for Fire Brigade	63.59
Jason Signmakers	216673	No Stopping Anytime signs for City Operations Team	969.94
Total Tools Rockingham	145267	Items for City Operations Team	64.85
Mega Glow Yoga	21March21	Yoga sessions for Harmony Week	300.00
Kwinana Community Financial Service	29March2021	Local Commercial Support Grant funding	1,075.80
Kwinana South Bush Fire Brigade	26March2021	DFES hazard reduction burns Medina and Leda	3,300.00
Xiuzhen Li	038	Art work licensing for postcard image	165.00
Fridgair Industries Pty Ltd	37718	Repairs to fridge in Admin Lounge area	275.79
	37733	Repair fridges at Thomas Kelly Pavilion	1,145.47
Lo-Go Appointments	00423247	Temp staff week ending 200321	1,761.21
	00423248	Temp staff week ending 200321	1,806.95
	00423246	Temp staff week ending 200321	1,657.63

Payment Listing

Payments made between 01/03/2021 and 31/03/2021

Payee	Invoice	Description	Amount
	00423250	Temp staff week ending 200321	2,865.93
	00423249	Temp staff week ending 200321	2,116.22
Natsales Advertising Pty Ltd	00345284	OMG new dates bin panels	192.50
	00345348	Litter bin housing quarterly invoice	1,732.50
Charles Service Company	00033696	Mechanical floor scrub at Thomas Kelly Pavilion	4,469.30
	00033698	Window cleaning at Margaret Feilman Centre	264.16
	00033694	Mechanical floor cleaning various locations	4,890.27
	00033505	Cleaning services at various locations February 21	39,050.12
	00033602	Cleaning services at various locations March 21	43,854.68
	00033693	Medina Hall additional cleaning 280221	125.73
Kwinana Smash Repairs	16739	Repairs to 1GPA120	500.00
Mandogalup Volunteer Fire Brigade	26March2021	DFES hazard reduction burns Medina & Leda	3,300.00
Gem Property Sales & Management	11.2	Rates Refund	376.01
Miracle Recreation Equipment	41640	2 x Zipline pommel seats	825.00
EFT TRANSFER: - 31/03/2021			56,160.17
Bright Futures Family Day Care - Pa	220321 to 280321	FDC Payroll 220321 to 280321	39,398.14
Bright Futures In Home Care - Payro	220321 to 280321	IHC Payroll 220321 to 280321	16,762.03
		Total EFT	-3,556,672.99
Payroll			
Payroll - Interim			10,800.62
Payroll			661,145.61
Payroll			641,020.38
		Total Payroll	-1,312,966.61
		Grand Total	-4,901,027.95

Credit Card Transactions

1/03/2021 to 31/03/2021

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
Credit card Functions Officer to 050321				\$1,419.18	
5088697	Invoice	050321A	05/03/2021	\$52.50	Catering for Elected Member Briefing Session
5088697	Invoice	050321A	05/03/2021	\$67.86	Catering for Elected Member Briefing Session
5088697	Invoice	050321A	05/03/2021	\$1,169.80	2 x microwaves for staff kitchen
5088697	GST	050321A	05/03/2021	\$129.02	GST
Credit card Economic Development Manager to 050321				\$51.28	
5088699	Invoice	050321B	05/03/2021	\$7.53	Parking for meeting
5088699	Invoice	050321B	05/03/2021	\$12.27	Hot drinks for small business group
5088699	Invoice	050321B	05/03/2021	\$26.82	Hot drinks for small business group
5088699	GST	050321B	05/03/2021	\$4.66	GST
Credit card Emergency Services Coordinator to 050321				\$721.05	
5088701	Invoice	050321C	05/03/2021	\$236.00	Fire fighter meals
5088701	Invoice	050321C	05/03/2021	\$419.50	Fire fighter meals
5088701	GST	050321C	05/03/2021	\$65.55	GST
Credit card Director City Infrastructure to 050321				\$647.56	
5088706	Invoice	050321D	05/03/2021	\$294.35	Renewal of membership Manager Engineering
5088706	Invoice	050321D	05/03/2021	\$294.35	Renewal of membership Director Infrastructure
5088706	GST	050321D	05/03/2021	\$58.86	GST
Credit card Chief Executive Officer to 050321				\$21.17	
5088709	Invoice	050321E	05/03/2021	\$2.73	Parking Cockburn Sound Management Council meeting
5088709	Invoice	050321E	05/03/2021	\$16.52	Parking Property Council WA Outlook event
5088709	GST	050321E	05/03/2021	\$1.92	GST
Credit card Acting Manager Customer and Communications to 050321				\$1,035.77	
5088712	Invoice	050321F	05/03/2021	\$1.15	International transaction fee
5088712	Invoice	050321F	05/03/2021	\$1.99	International transaction fee
5088712	Invoice	050321F	05/03/2021	\$46.13	Typeform subscription
5088712	Invoice	050321F	05/03/2021	\$79.76	Web links subscription
5088712	Invoice	050321F	05/03/2021	\$82.11	Facebook advertising
5088712	Invoice	050321F	05/03/2021	\$173.64	Team farewell for two staff

Credit Card Transactions

1/03/2021 to 31/03/2021

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
5088712	Invoice	050321F	05/03/2021	\$314.66	Facebook advertising
5088712	Invoice	050321F	05/03/2021	\$318.97	Email marketing software
5088712	GST	050321F	05/03/2021	\$17.36	GST
Credit card Rates Coordinator to 050321				\$54.00	
5088717	Invoice	050321G	05/03/2021	\$54.00	Request for probate details
Credit card Manager Human Resources to 050321				\$831.83	
5088719	Invoice	050321H	05/03/2021	\$74.45	Flowers for staff member
5088719	Invoice	050321H	05/03/2021	\$681.75	LinkedIn advertising
5088719	GST	050321H	05/03/2021	\$75.63	GST
Grand Total:				\$4,781.84	

18.4 Proposed Disposition by way of lease of Koorliny Arts Centre, 10 Hutchins Cove, Kwinana

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

On 24 February 2021 Council resolved to award the contract for tender 681 KWN20, Koorliny Arts Centre Lease to Koorliny Arts Centre Incorporated. The Council resolution is attached at Attachment A.

A Market Valuation was completed on 12 February 2021 resulting in a valuation of \$118,000 per annum exclusive of GST and outgoings, the report is attached at Confidential Attachment B.

The report to Council of 24 February, stated that the City would advertise lease price prior to executing the contract. Given that Council advertised the lease by tender, there is no legal requirement to advertise the disposal of the property under the *Local Government Act 1995*. On that basis, it is recommended that the lease is not advertised, and that Council authorises the Mayor and the Chief Executive Officer to execute the lease agreement as detailed in Attachment C.

OFFICER RECOMMENDATION:

That Council:

1. Note that the Lessee is exempt from the requirement of public notice as the disposal of the property was part of a tender.
2. Approve a discount in the market rental value to a peppercorn value, being \$111 per annum, as set out in the approved tender.
3. Authorise the Mayor and the Chief Executive Officer to execute the lease agreement between the City of Kwinana and the Koorliny Arts Centre Incorporated in relation to Koorliny Arts Centre, 10 Hutchins Cove, Kwinana.

DISCUSSION:

The City undertook a public Tender process to seek suitably qualified and experienced contractor for the Koorliny Arts Centre Lease (**Lease**). The current Lease was awarded to Koorliny Arts Centre Incorporated on 6 March 2012. The existing Lease Agreement is due to expire on 30 June 2021.

At the Ordinary Council Meeting held on 24 February 2021 council resolved to award the tender to Koorliny Arts Centre Incorporated (**KACI**) who will be responsible for the operation, management, programming and activation, and ongoing development of the Centre, for a period 5 years commencing 1 July 2021, with an optional 5-year extension period.

18.4 PROPOSED DISPOSITION BY WAY OF LEASE OF KOORLINY ARTS CENTRE, 10 HUTCHINS COVE, KWINANA

A market rent valuation has been carried out on the premises by Mc Gees Property, and was received on 13 February 2021. The Market rental value, as detailed in confidential attachment A, has been determined to be \$118,000 per annum excluding GST and outgoings.

The Koorliny Arts Centre is home to various community groups and classes that encourage growth, knowledge, wellbeing and fun - from painting and craft groups, to youth drama or life-skill building workshops. The services and activities offered by the Koorliny Arts Centre provides an increase in social engagement and promotes health and wellbeing of the community.

Due to the benefits provided by the Koorliny Arts Centre, it is recommended that KACI pay a peppercorn rate therefore the first year's annual rent is proposed to be \$111.00 excluding GST and outgoings.

LEGAL/POLICY IMPLICATIONS:

Section 3.58(3) and (4) of *Local Government Act 1995* and Regulation 30(2)(b)(i) of the *Local Government Regulations 1996* are applicable to the proposed lease.

FINANCIAL/BUDGET IMPLICATIONS:

There are financial/budget implications identified as a result of this report. The City will forgo \$117,889 per annum of potential lease revenue, if entering into a peppercorn lease agreement. It is noted in the tender that this revenue is offset through the delivery of programs and community engagements.

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.

STRATEGIC/SOCIAL IMPLICATIONS:

By entering into the lease the City will be promoting the effective management of community facilities for the use and enjoyment by the residents and visitors of the City of Kwinana in accordance with the City's Community Facilities Usage Policy.

18.4 PROPOSED DISPOSITION BY WAY OF LEASE OF KOORLINY ARTS CENTRE, 10 HUTCHINS COVE, KWINANA**RISK IMPLICATIONS:**

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

Risk Event	That Council does not approve the lease despite having awarded the tender
Risk Theme	Ineffective management of facilities
Risk Effect/Impact	Financial/Reputational
Risk Assessment Context	Operational
Consequence	Significant
Likelihood	Unlikely
Rating (before treatment)	High
Risk Treatment in place	Avoid
Response to risk treatment required/in place	Authorise the Chief Executive Officer and Mayor to execute the lease agreement between the City of Kwinana and Koorliny Arts Centre Incorporated
Rating (after treatment)	Low

COUNCIL DECISION

409

MOVED CR S WOOD**SECONDED CR S LEE**

That Council:

- 1. Note that the Lessee is exempt from the requirement of public notice as the disposal of the property was part of a tender.**
- 2. Approve a discount in the market rental value to a peppercorn value, being \$111 per annum, as set out in the approved tender.**
- 3. Authorise the Mayor and the Chief Executive Officer to execute the lease agreement between the City of Kwinana and the Koorliny Arts Centre Incorporated in relation to Koorliny Arts Centre, 10 Hutchins Cove, Kwinana.**

CARRIED
7/0

2021

BETWEEN

CITY OF KWINANA

AND

THE KOORLINY ARTS CENTRE (INCORPORATED)

LEASE – 10 Hutchins Way, Kwinana Town Centre

Details

Parties

City of Kwinana ABN 13 790 277 321

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

The Koorliny Arts Centre (Incorporated)

of 10 Hutchins Way, Kwinana Town Centre, Kwinana, Western Australia
(Tenant)

Background

- A The Landlord is registered as the proprietor of the Land.
- B The Landlord has agreed to lease and the Tenant has agreed to take a lease of the Premises upon the terms and conditions contained in this Lease.

1. Definitions

Amounts Payable means the Rent, outgoings and any other money payable by the Tenant under this Lease;

Authorised Person means an agent, employee, licensee or invitee of the Landlord; and any person visiting the Premises with the express or implied consent of any aforementioned person;

Business Day means a day other than a Saturday, Sunday or public holiday in Perth;

CEO means the Chief Executive Officer for the time being of the Landlord or any person appointed, authorised or delegated by the CEO 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;

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

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

Licensed Trades Persons means a person conducting works in trades which are required to be licensed in accordance with the requirements of relevant building and trade regulatory bodies;

Premises means the premises described at **Item 1(b)** of the Schedule and edged in red and hachured on a sketch annexed (**Annexure 1**) to this lease for the purpose of identification only;

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

Term means as 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;

Tenant's Agents includes the subtenants, employees, agents, contractors, invitees, licensees, hirer of the Tenant; and any person on the Leased Premises by the authority of a person specified in paragraph; and

Tenant's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed by any person other than the Landlord.

2. Quiet enjoyment

Except as provided in the Lease, for so long as the Landlord is registered as the proprietor in fee simple in the Land, and subject to the Tenant performing the conditions of this Lease, the Tenant may quietly hold and enjoy the Premises during the Term without any interruption or disturbance.

3. Rent and other payments

3.1 Rent

The Tenant must pay the Landlord the Rent set out at **Item 5** of the Schedule.

3.2 Outgoings

- (1) The Tenant must pay the Landlord (unless the Tenant pays directly) the following outgoings in respect of the Premises:
 - (a) local government rates and specified area rates and taxes (if applicable);
 - (b) service and other charges and including charges for rubbish and garbage removal charges (if applicable);
 - (c) water, disposal of stormwater, meter rent and excess water charges;
 - (d) telephone, electricity, gas, meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection; and
 - (e) insurance pursuant to **clause 5**.
- (2) If the Premises are not separately charged or assessed the Tenant will pay the Landlord a proportionate part of any outgoings, being the proportion that the Premises bears to the total area of the land or premises.

3.3 Costs

The Tenant must pay the Landlord all costs incurred by or for which the Landlord is liable in connection with:

- (a) all registration fees in connection with this Lease (if applicable);
- (b) any breach of covenant by the Tenant or the Tenant's Agents; and

- (c) any action or proceedings arising out of or incidental to any matters arising out of this Lease.

4. Insurance

4.1 Insurance required

The Tenant must effect and maintain the following insurance with an insurer registered with the relevant Australian authorities:

- (a) public liability insurance for a sum not less than that set out at **Item 8** of the Schedule;
- (b) insurance to cover the Tenant'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 Tenant can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (c) employers' indemnity insurance including workers' compensation insurance where required by law; and
- (d) any other insurance that the Landlord requires because of legislative changes or policy directions.

The Tenant must pay any premiums, excess and other costs associated with the insurance set out in this clause.

4.2 Building Insurance to be effected by Landlord

The Landlord will take out building insurance for the Premises but the Tenant will if requested by the Landlord, reimburse the Landlord for costs associated with:

- (a) making a claim; or
- (b) an increased premium caused by an act or omission of the Tenant.

4.3 Details and receipts

In respect of the insurances required by **clause 5.1** the Tenant must:

- (a) upon request of the Landlord, provide relevant copies of Certificates of Currency;
- (b) notify the Landlord, within 24 hours:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice an insurance policy; or
 - (ii) when a policy of insurance is cancelled.

4.4 Not to invalidate

The Tenant 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 **5.2** 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).

5. Indemnity

5.1 Tenant's responsibilities

The Tenant is responsible for all acts or omissions of the Tenant's Agents on the Premises and for any breach by them of any terms in this Lease required to be performed by the Tenant.

5.2 Tenant's Indemnity and Release

- (1) The Tenant indemnifies and shall continue to indemnify, the Landlord from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Landlord, or brought, maintained or made against the Landlord, 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 Tenant or the Tenant's Agents;
 - (e) any work carried out by or on behalf of the Tenant on the Premises;
 - (f) the Tenant'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 Tenant or the Tenant's Agents;
 - (h) any default by the Tenant in the due and punctual performance, observance and compliance with any of the Tenant's Covenants or obligations under this Lease; or
 - (i) an act or omission of the Tenant.
- (2) The Tenant:
 - (a) agrees to occupy and use the Premises at its own risk; and
 - (b) releases to the full extent permitted by law, the Landlord from:
 - (i) any liability arising from any accident or damage to property, the death, injury or illness of any person occurring on the Premises or arising from the Tenant's use or occupation of the Premises;
 - (ii) damage to the Premises or loss of the Tenant's personal property; 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.
- (3) The Tenant's obligations and releases under this **clause 6.2** 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.

5.3 No indemnity for Landlord's negligence

This **clause 6** does not require the Tenant to indemnify or release from liability the Landlord against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Landlord.

6. Maintenance, Repair and Cleaning

6.1 Generally

- (1) The Tenant agrees to maintain, replace, repair, clean and keep the Premises (including the Landlord's fixtures and fittings) in good tenantable repair.
- (2) The Tenant in maintaining, replacing, repairing or cleaning:
 - (a) electrical fittings and fixtures;
 - (b) plumbing;
 - (c) painting;
 - (d) pest control;
 - (e) air-conditioning fittings and fixtures; and
 - (f) gas fittings and fixtures,must only use Licenced Trades Persons.
- (3) This clause does not require the Tenant to undertake any structural maintenance, replacement or repair, unless it is necessary because of an act or omission of the Tenant or Tenant's Agents.

6.2 Responsibility for Securing the Premises

The Tenant must ensure that the Premises, and the Landlord's and Tenant's fixtures and fittings, are appropriately secured.

6.3 Maintain surroundings

- (1) The Tenant must ensure that the land surrounding any buildings in the Premises is kept clean and tidy and replaced if damaged by the Tenant.
- (2) The Tenant must not remove any trees, shrubs or hedges without obtaining the Landlord's Approval, except if necessary for safety reasons. This clause does not prevent the Tenant from conducting pruning of shrubs and hedges.

6.4 Landlord's Fixtures and Fittings

The Tenant agrees that the Landlord's fixtures and fittings (as determined by the Landlord) will remain the Landlord's property and must not be removed from the Premises.

6.5 Pest control

The Tenant must make reasonable endeavours to keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Tenant (excluding white ant inspection/treatment).

6.6 Painting

The Tenant must paint the internal parts of the Premises only, to the satisfaction of the Landlord, before the repainting date detailed at **Item 9** of the Schedule.

6.7 Drains

The Tenant must ensure that waste pipes, toilets, grease traps, drains and conduits in the Premises do not become blocked and if they do, the Tenant must pay the Landlord the cost of clearing any blockage unless that blockage has been caused without fault of the Tenant or the Tenant's Agents.

7. Use

7.1 Restrictions on use

(1) General

The Tenant must not and must not permit a person to use any part of the Premises for any purpose other than the Permitted Purpose.

(2) Specific

The Tenant must not and must not permit a person to:

- (a) carry out on the Premises any illegal act;
- (b) carry out on the Premises anything causing a nuisance, damage or disturbance to the Landlord or to adjoining properties;
- (c) store any dangerous substance on the Premises, without the prior written consent of the Landlord;
- (d) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Landlord;
- (e) smoke inside any building on the Premises; or
- (f) pollute or contaminate the Premises by garbage, waste matter, oil and other pollutants.

(3) Sale of Alcohol

The Tenant will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises unless permitted under the *Liquor Control Act 1988*, *Liquor Licensing Regulations 1989* and any other relevant written laws.

7.2 No warranty

The Landlord gives no warranty as to the suitability of the Premises for the Permitted Use ; or that the Landlord will issue any required consents, approvals, authorities, permits or licences.

8. Alterations

8.1 Restriction

The Tenant must not permit any alteration, addition or improvements to or demolish any part of the Premises, without:

- (a) prior written consent from the Landlord;
- (b) planning or building approval under a local planning scheme of the Tenant (if required); and
- (c) prior written consent from any other person or agency from whom consent is required.

9. Landlord's right of entry

9.1 Entry on Reasonable Notice

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

- (a) inspect the Premises; or
- (b) carry out work that the Landlord considers necessary (without compensation to the Tenant for inconvenience) noting that the Landlord will ensure that as little inconvenience is caused to the Tenant as is reasonable possible.

9.2 Costs of Rectifying Breach

All costs and expenses incurred by the Landlord as a result of the Landlord or Authorised Persons entering the premises to inspect or carry out works because of any breach of the Lease by the Tenant, will become a debt due to the Landlord and payable by the Tenant on demand.

10. Report to Landlord

The Tenant must promptly report to the Landlord any:

- (a) vandalism and damage (or situations that are likely to cause vandalism or damage) to the Premises; and
- (b) all correspondence, whether written or verbal, received by the Tenant which affects the Premises and which the Landlord as the owner of the Premises ought to be notified of.

11. Default

11.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 30 days after a Notice has been given to the Tenant that an amount is outstanding;
- (b) the Tenant does not rectify a breach of a Tenant Covenant after 30 days from receiving a Notice requesting the Tenant to rectify the breach;
- (c) the Tenant association is wound up whether voluntarily or otherwise;
- (d) the Tenant passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use of the Premises permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Tenant under this Lease;
- (f) any execution or similar process is made against the Premises or the Tenant's property;
or
- (g) the Premises are vacated, or otherwise not used, in the Landlord's reasonable opinion, for the Permitted Purpose for a 6 month period.

11.2 Forfeiture

- (1) On the occurrence of any of the events of default specified in **clause 12.1** the Landlord may:
 - (a) without Notice enter the Premises and on re-entry, the Term will immediately end; or
 - (b) issue a Notice to the Tenant, which provides that the Term has ended from the date the Notice is given; or
 - (c) issue a Notice to the Tenant, which provides that the Term has been converted to a holding period as described in **clause 14**.
- (2) The carrying out of the above actions does not affect the Landlord's rights in respect of any other breach by the Tenant or releases the Tenant from liability in respect of the breach.

11.3 Landlord may remedy breach

If the Tenant fails to:

- (a) pay an Amount Payable or breaches any of the Tenant's Covenants; and
- (b) the Landlord has given to the Tenant Notice of the breach; and
- (c) the Tenant has failed to rectify the breach within a reasonable time,

the Landlord may pay the money due as if it were the Tenant and the Tenant must pay to the Landlord on demand the Landlord's cost of remedying the breach.

12. Option to renew

If the Tenant (at least one month, but not earlier than 12 months prior to the date of the Further Term) requests in writing that the Lease be extended for the Further Term, the Landlord will grant the Further Term provided there is no existing default or breach by the Tenant.

13. Holding over

If the Tenant remains in the Premises after the Term (or Further Term) expires, the Tenant will be a monthly tenant on the same terms and conditions of this Lease provided there is no existing default or breach by the Tenant.

14. Termination

(1) The Parties agree that either party may terminate this Lease:

- (a) for any reason, upon 6 months' notice to the other (or any other period agreed by the Parties in writing); or
- (b) if the Premises becomes wholly unfit for occupation because of damage, upon 1 months written notice to other party (or any other period agreed by the Parties in writing).

15. Removal of property from Premises

15.1 Remove property prior to termination

Prior to Termination, the Tenant must, in consultation with the Landlord, remove the Tenant's fixtures and fittings from the Premises to the absolute satisfaction of the Landlord, and promptly make good, to the satisfaction of the Landlord, any damage caused by the removal.

15.2 Landlord can remove property on re-entry

On re-entry the Landlord may dispose of any property (including the Tenant's property that was not removed by the Tenant in accordance with **clause 16.1**). Tenant will reimburse the Landlord for any costs incurred in the removal and disposal of Tenant's property.

16. Assignment, Subletting, Charging and Hiring

16.1 Assignment or sub-letting without consent

- (1) The Tenant must not assign nor sub-let any part of the Premises without the prior written consent of the Landlord (which may be withheld in its absolute discretion).
- (2) If the Tenant wishes to assign or sub-let, and the Landlord consents, the Tenant must pay the Landlord all costs incurred by the Landlord as a result of the assignment or sub-let including costs associated with:
 - (a) enquiries made by the Landlord as to the respectability, responsibility and financial standing of the proposed assignee or subtenant;
 - (b) any consents required under this Lease or at law;
 - (c) preparation of any legal documents; and

- (d) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or sub-letting proceeds.

16.2 Casual hire of Premises

- (1) The Tenant may hire out a part of the Premises on a casual basis provided that:
 - (a) such hireable use is consistent with the Permitted Purpose; and
 - (b) if the period of hire is greater than 48 hours per month, the Landlord has provided prior written consent to the hire (which may be withheld in the Landlord's absolute discretion).
- (2) At any time, the Landlord may request the Tenant provide:
 - (a) the names and addresses of all persons who hired any part of the Premises; and
 - (b) details of the hire fees charged by the Tenant.

16.3 Property Law Act 1969

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

16.4 No mortgage or charge

The Tenant must not mortgage nor charge the Premises.

17. Disputes

- (1) If the Parties are in dispute and one party requires the dispute to be resolved, then that party must give the other party written notice of the details of the dispute (**Dispute Notice**).
- (2) Within 30 Business Days of a party receiving the Dispute notice, the Parties must meet and attempt to resolve the dispute and ensure each Parties' authorised officers or delegates attend.
- (3) If the Parties are unable to resolve the dispute within 30 Business Days from the date of the Dispute Notice, then the dispute shall be determined by an arbitrator appointed under the *Commercial Arbitration Act 1985* and the cost of the arbitrator will be shared equally between the Parties.
- (4) The Parties agree that the decision of the arbitrator is final and binding.
- (5) This clause 18 will continue after the expiration or earlier determination of this Lease in respect of any dispute occurring or arising in connection with this Lease, regardless of whether the dispute arose before the expiration or earlier determination or thereafter.

18. Notice

- (1) A notice, consent, approval or other communication (each a **Notice**) must be in writing, signed by or on behalf of a person authorised to give it, addressed to the Party to whom it is to be given and sent by postal or electronic mail to that Party's address.
- (2) A Notice given to a party is deemed to have been given and received:

- (a) if posted, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if emailed, (and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted), on the day of sending if a Business Day, otherwise on the next Business Day.

19. Miscellaneous

- (1) All things which the Landlord can do under this Lease may be done by the CEO, an officer or the agent, solicitor, contractor or employee of the Landlord.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) Failure to exercise or delay in exercising any right in this Lease by a Party does not operate as a waiver of that right.

20. Additional Terms

Each of the terms specified in **Item 11** of the Schedule are part of this Lease and are binding on the Landlord and the Tenant as if incorporated into the body of this Lease.

Schedule

Item 1 Land and Premises

(a) Land

Lot 3 on 34151, being the whole of the land comprised in Certificate of Title Volume 1777 Folio 388.

(b) Premises

The part of the Land which for identification purposes is hachured in Annexure 1 and includes all buildings, structures, alterations, additions and improvements on that part of the Land or erected on that part of the Land during the Term.

Item 2 Term

years commencing on [date to be agreed] and expiring on [date to be agreed].

Item 3 Further Term

years commencing on [date to be agreed] and expiring on [date to be agreed]

Item 4 Commencement Date

1 July 2021

Item 5 Rent

\$111 Per Schedule of Fees and charges 2020/21

Item 6 Rent Review

Not applicable.

Item 7 Permitted purpose

Purposes that in the opinion of the Landlord benefit the Kwinana community generally and without prejudice and include the following uses available to the community:

To permit community, charitable and recreation associates and bodies and such other associations, bodies or persons as the Landlord may approve, to use the premises at times when the premises are not required by the Tenant

and uses reasonably associated with an abovementioned use.

Item 8 Public liability insurance

Twenty Million Dollars (\$20,000,000.00) in respect of any one claim or such greater amount as the Landlord may require.

Item 9 Internal Painting Dates

Within 2 years of the commencement of the Term and thereafter at the expiry of the Term (or Further Term), unless otherwise provided by the Landlord to the Tenant in writing.

Item 10 Notice Details

Landlord

The City of Kwinana (ABN 13 890 277 321)
Address: PO Box 21 Kwinana WA 6966
Email: property.management@kwinana.wa.gov.au

Tenant

The Koorliny Arts Centre (Incorporated)
Address: 10 Hutchins Way, Kwinana Town Centre, Kwinana, Western Australia
Email: [...]

Item 11 Additional terms and covenants

11.1. Liquor licence

The Tenant agrees that if a licence or permit is granted under the *Liquor Control Act 1988* it must:

- (a) comply with any licence or permit requirements at its cost and where any alteration is required to the Premises **clause 9** will apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor; and
- (c) indemnify and keep indemnified the Landlord from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

11.2. Provision of information

The Tenant must on request, provide the Landlord with:

- (a) a copy of the Tenant's annual statement of accounts for each year;
- (b) advice of any changes in its office holders;
- (c) hirer details per **clause 17.4(2)(c)**; and

- (d) an annual report outlining the activities occurring on the Premises, participation rates, budgets allocated to maintenance and repair of the Premises and any other information reasonably required by the Landlord.

DRAFT

11.3. Minimise nuisance to neighbours

- (a) The Tenant must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (b) The Tenant must comply with all reasonable conditions and directions that may be imposed by the Landlord from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

11.4. Emergency Use by Landlord

Notwithstanding any other provision in this Lease, in the event of a circumstance that calls for immediate emergency response, including flooding or a bushfire event, the Landlord may require the use of the whole or part of the Premises for that purpose and the Tenant agrees to surrender use of the whole or part of the Premises for that purpose. If such an emergency occurs and the Landlord enters into possession of the whole or part of the Premises, the Landlord agrees to suspend payment of the Rent and Outgoings Charges (or part thereof dependent on whether the Landlord requires use of the whole or only a part of the Premises) for the duration of the emergency.

DRAFT

Signing page

EXECUTED BY THE PARTIES AS A DEED on the

day of

2020

Pursuant to Council Resolution # THE
COMMON SEAL of **CITY OF KWINANA** (ABN
13 890 277 321) was affixed in the presence of:

Signature of Mayor

Print Full Name

Signature of Chief Executive Officer

Print Full Name in BLOCK LETTERS

THE COMMON SEAL of **KOORLINY ARTS
CENTRE (INCORPORATED)** was hereunto
affixed pursuant to the constitution of the Tenant
in the presence of each of the undersigned each
of whom hereby declares by the execution of this
document that he or she holds the office in the
Tenant indicated under his or her name-

Signature of Office Holder

Signature of Office Holder

Name of Office Holder in BLOCK LETTERS:

Name of Office Holder in BLOCK LETTERS:

Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises

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18.5 Proposed Disposition by way of Lease of Suites 9, 10, 11, 16 and 17 within 'Kwinana Technology Business Centre', 11 Stidworthy Way, Kwinana Town Centre – Kwinana Industries Council

DECLARATION OF INTEREST:

Mayor Carol Adams declared an impartiality interest due to Kwinana Industries Council being her husband's employer. The suits being leased to Kwinana Industries Council are part of her husband's workplace.

The Mayor requested the minutes note that, although only an impartiality interest has been declared as there is no financial benefit to herself or her husband, she would ordinarily vacate the room and not participate in the decision making process for this item of business. However, due to the complexity and challenges of managing the online meeting, combined with Councillors indicating comfort and appropriateness of the Mayor continuing to participate in the item of business, and the decision being largely procedural (noting that there was no indication of an intent to make a resolution that differed from the officer recommendation), the Mayor chose to participate in the decision making process for this item of business.

SUMMARY:

This report seeks Council approval to enter into a new lease agreement between the City of Kwinana (City) and Kwinana Industries Council (KIC), in relation to Suites 9, 10, 11, 16 and 17 within 'Kwinana Technology Business Centre', 11 Stidworthy Way, Kwinana Town Centre.

At the Ordinary Council Meeting held on 16 December 2020, Council resolved to give local public notice of the proposed disposition in accordance with Section 3.58(3)(a) and (4) of the Local Government Act 1995, Council Resolution number 73 included as Attachment A.

This report seeks Council to authorise the Chief Executive Officer and Mayor to execute the lease agreement between the City of Kwinana and the Kwinana Industries Council, in relation to Suites 9, 10, 11, 16 and 17 of 11 Stidworthy Way, Kwinana Town Centre, otherwise known as the Kwinana Technology Business Centre, as detailed in Attachment B.

OFFICER RECOMMENDATION:

That Council:

1. Note that no submissions were received in response to the local public notice; and
2. Authorise the Chief Executive Officer and Mayor to execute the lease agreement as detailed in Attachment B and make any modifications where the intent of the lease agreement does not change, in relation to Suites 9, 10, 11, 16 and 17 of 11 Stidworthy Way, Kwinana Town Centre, otherwise known as the Kwinana Technology Business Centre between the City of Kwinana and Kwinana Industries Council.

18.5 PROPOSED DISPOSITION BY WAY OF LEASE OF SUITES 9, 10, 11, 16 AND 17 WITHIN 'KWINANA TECHNOLOGY BUSINESS CENTRE', 11 STIDWORTHY WAY, KWINANA TOWN CENTRE – KWINANA INDUSTRIES COUNCIL

DISCUSSION:

KIC is an incorporated business association with membership drawn from the Kwinana Industrial Area. KIC was established in 1991 with its primary goals being to:

- promote a positive image of Kwinana industries;
- work towards the long-term viability of Kwinana industry;
- coordinate a range of intra-industry activities including water quality, air quality monitoring and emergency management;
- highlight the contribution Kwinana industry makes to community; and
- liaise effectively with local communities, Government and Government agencies.

The City entered into an exclusive lease with KIC for the Premises, dated 26 November 2018 (Expired Lease). The Expired Lease for KIC was originally established on the basis of a 1 year initial term plus 1 year option to extend, with the first 1 year period expiring on 31 August 2019. KIC provided the City notice, in writing, of its intention to exercise their option to extend the lease period for the full term of the option, taking the final expiry to 31 August 2020.

The Expired Lease is now holding over until the new lease has been finalised.

The City proposes a new Lease with KIC, the terms and conditions of which are detailed below:

Terms and Conditions	Details
Commencement Date:	To be confirmed
Term:	3 Years
Further Term:	2 Years
Rent:	\$25 000.00 per annum
Permitted Use:	Office — Provision of business advisory services, support, training, networking and uses reasonably ancillary thereto.

This report requests Council authorisation for the Chief Executive Officer to enter into the Lease between the City and KIC.

LEGAL/POLICY IMPLICATIONS:

Clause 3.58 of the *Local Government Act 1995* and Regulation 30 of the *Local Government (Functions and General) Regulations 1996* are applicable to this Lease.

FINANCIAL/BUDGET IMPLICATIONS:

There are financial/budget implications identified as a result of this report. The City will lose \$25,000 per annum of potential lease revenue, if it does not enter into the proposed lease.

18.5 PROPOSED DISPOSITION BY WAY OF LEASE OF SUITES 9, 10, 11, 16 AND 17 WITHIN 'KWINANA TECHNOLOGY BUSINESS CENTRE', 11 STIDWORTHY WAY, KWINANA TOWN CENTRE – KWINANA INDUSTRIES COUNCIL

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.

COMMUNITY ENGAGEMENT:

A public notice was published in a local paper calling for community submissions in relation to the proposed lease. The submission period closed on 24 February 2021 and no submissions were received.

PUBLIC HEALTH IMPLICATIONS:

There are no implications on any determinants of health as a result of this report.

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 Suits 9, 10, 11, 16 and 17 of 11 Stidworthy Way, Kwinana Town Centre, between the City of Kwinana and Kwinana Industries Council.
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 Kwinana Industries Council
Rating (after treatment)	Low

18.5 PROPOSED DISPOSITION BY WAY OF LEASE OF SUITES 9, 10, 11, 16 AND 17 WITHIN 'KWINANA TECHNOLOGY BUSINESS CENTRE', 11 STIDWORTHY WAY, KWINANA TOWN CENTRE – KWINANA INDUSTRIES COUNCIL

COUNCIL DECISION

410

MOVED CR S LEE

SECONDED CR P FEASEY

That Council:

1. **Note that no submissions were received in response to the local public notice; and**
2. **Authorise the Chief Executive Officer and Mayor to execute the lease agreement as detailed in Attachment B and make any modifications where the intent of the lease agreement does not change, in relation to Suites 9, 10, 11, 16 and 17 of 11 Stidworthy Way, Kwinana Town Centre, otherwise known as the Kwinana Technology Business Centre between the City of Kwinana and Kwinana Industries Council.**

**CARRIED
7/0**

18.1 PROPOSED DISPOSITION BY WAY OF LEASE OF SUITES 9, 10, 11, 16 AND 17 WITHIN 'KWINANA TECHNOLOGY BUSINESS CENTRE', 11 STIDWORTHY WAY, KWINANA TOWN CENTRE – KWINANA INDUSTRIES COUNCIL

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 giving local public notice of the proposed disposition of Suites 9, 10, 11, 16 and 17 within 'Kwinana Technology Business Centre'.
Rating (after treatment)	Low

COUNCIL DECISION

322

MOVED CR S WOOD

SECONDED CR D WOOD

That Council:

- 1. Give local public notice of the proposed disposition of suites 9, 10, 11, 16 and 17 within the 'Kwinana Technology Business Centre' to Kwinana Industries Council, in accordance with Section 3.58(3)(a) and (4) of the *Local Government Act 1995*.**
- 2. Advertise the proposed rent to be \$25,000 per annum, as detailed in the valuation dated 31 August 2020 at Attachment B.**

**CARRIED
7/0**

Mayor Carol Adams returned to the Council Chambers at 5:52pm and resumed her position as the Presiding Member.

Lease of Offices 9,10,11,16
and 17 within the Kwinana
Technology Business Centre:
Lot 8 (11) Stidworthy Way,
Kwinana Town Centre

City of Kwinana (ABN 13 890 277 321)

Kwinana Industries Council

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Details

Parties

City of Kwinana

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

Kwinana Industries Council

of PO Box 649, Kwinana, Western Australia 6966
ABN 62018571097
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

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

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

Authorised Person means:

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

Authority includes any governmental or public authority of any kind;

Building means the building in which the Premises are situated and includes any modifications, extensions or alterations to the Building and the Lessor's Property;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed, authorised or delegated by the Chief Executive Officer to perform any of her or his functions;

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

Common Areas means those parts of the Land and Building that are set aside or designated for the use of the occupiers of the Building or members of the public generally in common with each other and the Lessor;

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

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

Exclusive Areas means the part of the Land and Building comprising Offices 9,10,11,16 and 17 that the Lessee has an exclusive right to use;

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

Good Repair means good and substantial Lesseeable 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:

- (i) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and

(ii) any person on the 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;

Lessee's Employees means each of the Lessee's employees, contractors and agents and those persons over whom the Lessee exercises control at the Premises and includes the employees and sub-contractors of the Lessee's agents and contractors;

Lessor includes:

(a) in the case of a person, that person's executors, administrators and assigns; and

(b) in any other case, the Lessor's successors and assigns;

Lessor's Property means the plant, equipment, fixtures, fittings and any other Lessor's property in the Premises;

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

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

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

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

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

Schedule means the Schedule to this Lease;

Services means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic, elevator and security services and all other services or systems provided in the Building or available for the Lessee's use whether provided by the Lessor or any Authority;

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

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. Grant of 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.

4. Quiet enjoyment

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

5. Rent and other payments

The Lessee covenants with the Lessor:

5.1 Rent

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

5.2 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.3 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
- (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.

(2) To pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:

- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
- (b) any breach of covenant by the Lessee or the Lessee's Agents;
- (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
- (d) any work done at the Lessee's request; and
- (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 6.4** or any matter arising out of this Lease.

5.4 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

6. Rent Review

6.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

6.2 Methods of Review

The review will be either based on CPI or a Market. The basis for each rent review is as identified for each Rent Review Date in **Item 6** of the Schedule.

6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 7.4**.

6.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 7**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (a) any improvements made or effected to the Premises by the Lessee; and
 - (b) any rent free periods, discounts or other rental concessions.

6.5 Rent will not decrease

Notwithstanding the provisions in this clause, the Rent payable from any Rent Review based on CPI Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.6 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

7. Outgoings and Services

7.1 Rates and Taxes

- (a) The Lessee must pay to the Lessor, when due, all Rates and Taxes assessed or imposed by any Relevant Authority or other service provider in respect of the Leased Premises.
- (b) Except in the case of manifest error, a statement issued by the Lessor under clause 7.2(a) will be prima facie evidence of the matters stated in that statement.
- (c) If the year or other period in respect of which any particular Rates and Taxes is payable does not coincide with the Lease year, the amount the Lessee is to pay in the first year and last year of the Lease will be adjusted proportionally.

7.2 Services separately assessed

The Lessee must pay to the Lessor or, if demand is made by a service provider, or other Relevant Authority, to that Relevant Authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, and the cost of installation of any meter, wiring or other device necessitated by the use of the Services.

7.3 Bulk supplies of Services

- (a) If the Lessor supplies any Services to the Leased Premises the Lessee must on demand pay to the Lessor the amount which the Lessee would have been charged by the original service provider, or other Relevant Authority if the Services had been supplied to the Lessee directly together with an administrative charge of no more than twenty per cent (20%) of the amount charged by the original service provider, or other Relevant Authority.
- (b) The Lessee must observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the Relevant Authority.
- (c) If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Premises.

8. Insurance

8.1 Insurance required

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

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;
- (b) insurance against all risks as the Lessor may require, of all plate glass windows, doors and display show cases forming part of or within the Premises for a sum which is not less than its full insurable value;
- (c) insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (d) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or on the Premises; and
- (e) any other policy of insurance which the Lessor may reasonably require or specify from time to time.

8.2 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.

8.3 Details and receipts

In respect of the insurances required by **clause 8.1** the Lessee must:

- (a) on the Lessor's request, 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) on the Lessor's request, 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.

8.4 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 8.1** and **clause 8.2**.

8.5 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 8.1** and **clause 8.2** 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).

8.6 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.

8.7 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 8.1** and **clause 8.2**.

8.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 8.1** and **clause 8.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 8.1** and **clause 8.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

9. Indemnity

9.1 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.

9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and

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

9.3 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 9.2** 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.

9.4 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.

9.5 Release

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

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

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

10. Limit of Lessor's liability

10.1 No liability for loss on Premises

The Lessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring.

10.2 Limit on liability for breach of Lessor's covenants

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is registered as the proprietor in fee simple in the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

11. Maintenance, repair and cleaning

11.1 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 accessories) 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:

- (c) to carry out maintenance, repairs or replacement that are necessary as a result of reasonable fair wear and tear; or
- (d) to undertake 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 (including its use of the Premises).

- (2) The Parties, respectively, agree to comply with their maintenance obligations as specified in **Annexure 2** of this Lease as well as in this **clause 12**. In the event of an inconsistency between an obligation specified in **Annexure 2** and an obligation specified in this **clause 12**, the obligation specified in this **clause 12** prevails.
- (3) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
 - (e) any electrical fittings and fixtures;
 - (f) any plumbing;
 - (g) any air-conditioning fittings and fixtures; and
 - (h) 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.

- (4) The Lessee must take such reasonable action as is necessary to:
- (i) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
 - (j) rectify or otherwise ameliorate,
- the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

11.2 Cleaning

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

11.3 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.

11.4 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.

11.5 Lessor's Fixtures and Fittings

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

11.6 Pest control

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

11.7 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 10** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally, unless otherwise agreed by the Lessor in writing.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or 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.

12. Use

12.1 Restrictions on use

(1) Generally

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

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

(2) No offensive or illegal acts

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

(3) No nuisance

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

(4) No dangerous substances

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

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

(5) No harm or stress

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

(6) No signs

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

(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*, *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.

12.2 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.

12.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

12.4 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.

12.5 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 13**.

13. Alterations

13.1 Restriction

- (1) The Lessee must not without prior written consent:
 - (i) (a) from the Lessor;
 - (b) from any other person from whom consent is required under this Lease; or

- (c) 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;
- (ii) 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 12**, 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.

13.2 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 13.1** 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 13.1:
 - (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.

13.3 Cost of Works

All works undertaken under this **clause 14** will be carried out at the Lessee's expense.

13.4 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.

14. Lessor's right of entry

14.1 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:

- (i) (a) at all reasonable times;
- (b) with or without workmen and others; and

- (c) with or without plant, equipment, machinery and materials;
- (ii) 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 14.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 15.1(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.

15. Statutory obligations and notices

15.1 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 12**;
- (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.

15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 15.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 15.1**.

16. 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.

17. Default

17.1 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 business conducted at the
- (d) Premises is wound up whether voluntarily or otherwise;
- (e) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (f) a mortgagee takes possession of the property of the Lessee under this Lease;
- (g) any execution or similar process is made against the Premises on the Lessee's property;
- (h) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for six month period; or
- (i) 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.

17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** 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 Lessee from month to month under **clause 18**,

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.

17.3 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.

17.4 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.

17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 6** (Rent and Other Payments), **7** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **24** (Assignment, Subletting and Charging) and **31** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

17.6 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 17.6(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 17.6(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.

18. Damage or destruction of Premises

18.1 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 2012* 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.

18.2 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 by 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.

19. 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:
 - (a) the payment of Amounts Payable; or
 - (b) 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 20** 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.

20. 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 Lessee of the Lessor at a rent equivalent to one hundred and twenty percent 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 Lessee.

21. 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.

22. Yield up the premises

22.1 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.

22.2 Clause 23.1 to survive termination

The Lessee's obligation under **clause 23.1** will survive termination.

23. Removal of property from Premises

23.1 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.

23.2 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.

24. Assignment, Subletting and Charging

24.1 No assignment or sub-letting without consent

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

24.2 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:
 - (a) the proposed assignee of a deed of assignment; or
 - (b) 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.

24.3 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.

24.4 Property Law Act 1969

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

24.5 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.

24.6 No mortgage or charge

The Lessee must not mortgage nor charge the Premises.

25. Disputes

25.1 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**).

25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 26.1** 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 Lessee for the purpose of resolving the dispute.

25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 26.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

25.4 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

26. Prior notice of proposal to change rules

If applicable, the Lessee agrees that it will not change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.

27. 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.

28. Caveat

28.1 No absolute caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

28.2 CEO & Lessor as attorney

In consideration of the Lessor having granted this Lease to the Lessee, the Lessee irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally:

- (a) for the Term of this Lease;
- (b) for any holding over under this Lease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Lessee in its name and on its behalf to sign and lodge at Landgate:

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Lessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Lessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Lease,

and the costs of withdrawing any caveat or surrendering this Lease (including the Lessor's solicitor's costs and registration fees) will be borne by the Lessee.

28.3 Ratification

The Lessee undertakes to ratify all the acts performed by or caused to be performed by the Lessor, its agent or attorney under this clause.

28.4 Indemnity

The Lessee indemnifies the Lessor against:

- (a) any loss arising directly from any act done under this clause. and
- (b) all costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Lessee under this clause.

29. Goods and Services Tax

29.1 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.

29.2 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 29.2(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.

29.3 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 29.2(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.

29.4 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.

29.5 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.

29.6 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.

29.7 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.

30. 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.

31. Additional Terms Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 10** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

32. 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.

33. 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.

34. 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.

35. 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.

36. Notice

36.1 Form of delivery

A notice, consent, approval or other communication (each a Notice) under this Lease must be in writing and may be given or made:

- (a) by delivery to the Party personally;
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other; or
- (c) by electronic mail to the Party's email address as appearing in this Lease or any other address nominated by a Party by Notice to the other.

36.2 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(b)** at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 35.1(b)**, on the second business day following the date of posting of the Notice; and
- (d) if sent by electronic mail and the send does not received a message from its internet service provider or the recipient's mail server indicating that is has not be successfully transmitted, on the day of sending if a Business Day, otherwise on the next Business Day.

36.3 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 2015*, 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. Waiver

42.1 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.

42.2 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 1

Item 1 Land and Premises

(a) Land

The property known as 11 Stidworthy Way, Kwinana Town Centre, Western Australia being more particular described as Lot 8 on deposited plan 34151 being the whole of the land comprised in Certificate of Title Volume 2615 Folio 989.

(b) Premises

The part of the Land and Building comprising:

- a) Offices 9,10,11,16 and 17 being approximately 85 square meters which for identification purposes is cross-hatched in Annexure 1 (Exclusive Areas); and
- b) The Common Areas, which for identification purposes is shaded in Annexure 1.

Item 2 Term

3 years commencing on 1 September 2020 and expiring on 31 August 2023.

Item 3 Further Term

2 years commencing on 1 September 2023 and expiring on 31 August 2024.

Item 4 Commencement Date

1 September 2020

Item 5 Rent

\$25,000 per annum plus GST

Item 6 Rent Review

Manner in which Rent is to be reviewed:

Rent Review Date	Manner of Review
1 September 2021	CPI Review
1 September 2022	CPI Review
1 September 2024	CPI Review

If the Lease is extended for the Further Term

Rent Review Date	Manner of Review
1 September 2023	Market Rent Review

Item 7 Permitted purpose

Office – Provision of business advisory services, support, training, networking and uses reasonably ancillary thereto.

Item 8 Public liability insurance

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

Item 9 Repainting Dates

On or before the end of the Term, unless otherwise advised by the Lessor in writing.

Item 10 Notice Details

Lessor

The City of Kwinana (ABN 13 890 277 321)

Address: PO Box 21 Kwinana WA 6966

Email: PropertyManagement@kwinana.wa.gov.au

Lessee

Kwinana Industries Council (ABN 62018571097)

Address: PO Box 649, Kwinana, Western Australia 6966

Email: Chris.Oughton@kic.org.au

Item 11 Additional terms and covenants

11.1. Liquor licence

The Lessee agrees that if a licence or permit is granted under the *Liquor Control Act 1988* for the Premises it must:

- (i) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 12** shall apply;
- (ii) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (a) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
 - (b) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (iii) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the

Harm Minimisation Policy) to the Lessor as soon as practicable after the date of grant; and

- (iv) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

11.2. Minimise nuisance to neighbours

- (i) The Lessee must take all reasonable action to minimise and prevent disruption, nuisance and disturbance to surrounding residential premises, particularly during and following social events held at the Premises.
- (ii) The Lessee must comply with all reasonable conditions and directions that may be imposed by the Lessor from time to time in relation to the minimisation and prevention of disruption, nuisance and disturbance to surrounding residential premises.

11.3. Right to terminate upon notice

Notwithstanding any other provision of this Lease, the Parties AGREE that either party may terminate this Lease for any reason upon six months written notice to the other party. If this Lease is terminated in accordance with this clause, **clause 21** and **22** will apply.

11.4. Use of Premises in Emergency

Notwithstanding any other provision in this Lease, in the event of a circumstance that calls for immediate emergency response, including flooding or a bushfire event, the Landlord may require the use of the whole or part of the Premises for that purpose and the Tenant agrees to surrender use of the whole or part of the Premises for that purpose. If such an emergency occurs and the Landlord enters into possession of the whole or part of the Premises, the Landlord agrees to suspend payment of the Rent and Outgoings Charges (or part thereof dependent on whether the Landlord requires use of the whole or only a part of the Premises) for the duration of the emergency.

Signing page

EXECUTED

2021

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

Office Holder Sign

Office Holder Sign

Name:

Name:

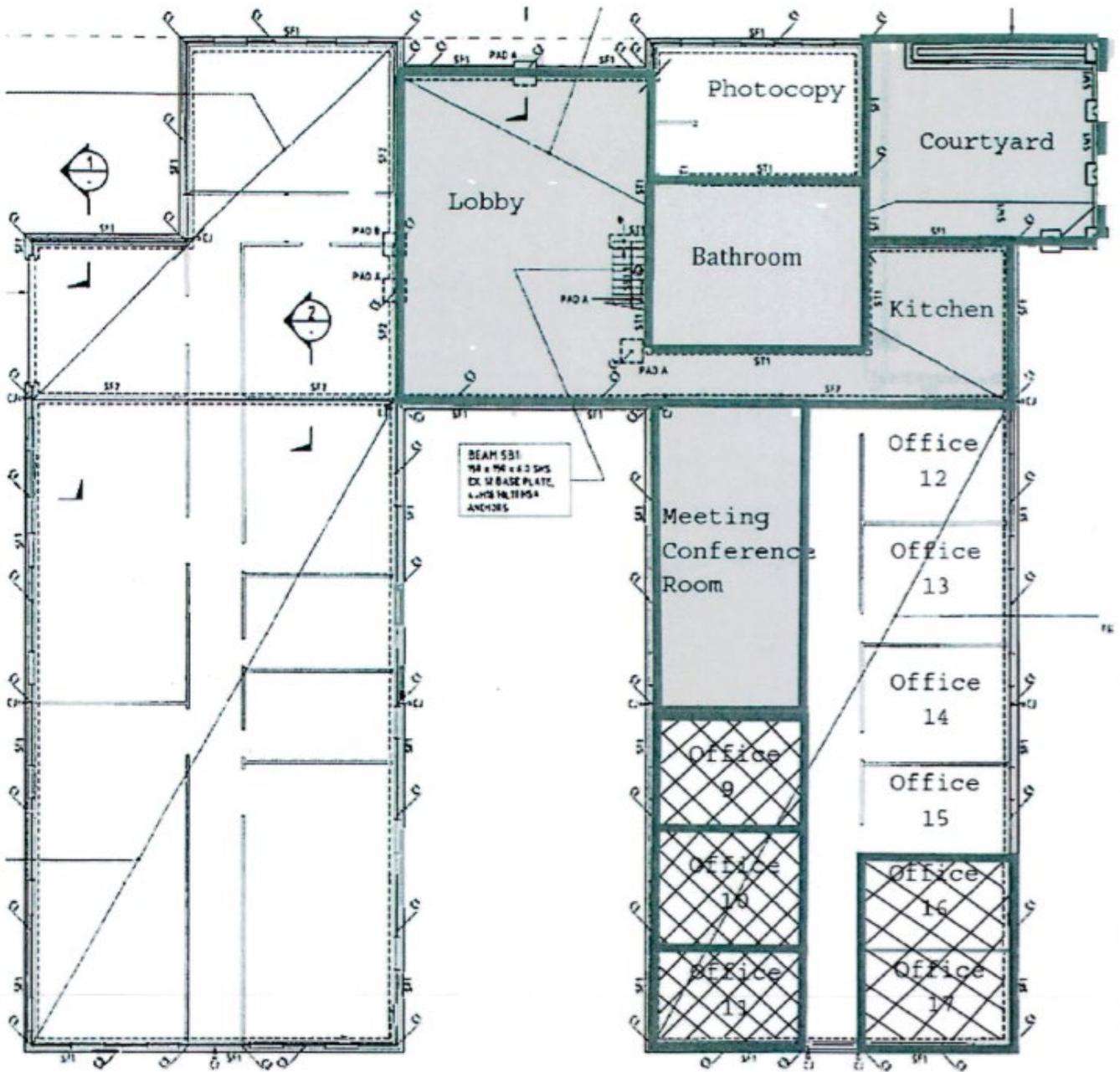
Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises



Annexure 2 – Maintenance Schedule

Maintenance Type	Landlord	Tenant
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 (<i>external only</i>)*	Yes (<i>internal only</i>)*
Windows (Except malicious damage by patron)	Yes	
Emergency Exit Lighting & Doors, Public Safety & Compliance.		Yes (<i>only where found to be illegally locked, costs for reinstatement of access to be the Tenant'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>Structural repairs</i>)	Yes (<i>exclusive areas only & cleaning and minor repairs</i>)
Roof (including leaks, broken tiles etc)	Yes	
Gutters & Downpipes	Yes	
Air-conditioning / Heating (Servicing)	Yes	
Air-conditioning Vents	Yes	Yes (<i>cleaning of exclusive areas only</i>)
Exhaust Fans	Yes (<i>repair only</i>)	
Walls (internal / external)		
Walls	Yes	Yes (<i>exclusive areas only-cleaning, minor repairs and painting as per lease</i>)

Window Cleaning	Yes	Yes (<i>exclusive areas only including tracks and flyscreens</i>)
Security Screens	Yes (<i>repair only</i>)*	Yes (<i>Exclusive areas - cleaning only</i>)
Flyscreens	Yes (<i>repair only</i>)*	Yes (<i>Exclusive areas - cleaning only</i>)
Doors (<i>external</i>)	Yes*	Yes (<i>Exclusive areas - cleaning only</i>)
Doors (<i>internal</i>)		Yes (<i>Exclusive areas</i>)
Locks		Yes
Replacement Keys		Yes
Internal Painting		Yes (<i>Exclusive areas only - touch ups and repairs as per Lease</i>)
Cupboards	Yes (<i>replacement</i>)*	Yes (<i>cleaning only</i>)
Blinds / Curtains	Yes (<i>replacement</i>)*	Yes (<i>cleaning only</i>)
Mirrors	Yes	Yes (<i>Exclusive Areas only</i>)
Annexure 2 – Maintenance Obligations (cont.)		
Maintenance Type	Landlord	Tenant
Floors		
Carpet**	Replacement if damaged under an insurable event	Exclusive Areas Only – Dry Cleaned at end of terms unless agreed otherwise in writing
Tiled Floors	Replacement if damaged under an insurable event or no longer serviceable	Keep in clean condition
Electrical		
Fittings (lights, power points, switches)	Yes (fittings only)	
Replacement of Globes		Yes*
Costs for additional points		Yes*
Testing and Tagging		Yes
Wiring (Excluding damage or use causing overloading).	Yes	Overloading

Electrical work (excluding Non fixtures) undertaken by Tenant's electrical contractor must be approved by the City of Kwinana prior to works commencing.

Plumbing

Replacement of Fixtures & Cisterns	Yes <i>Blockages caused by roots*</i>	
Hot Water System	Yes <i>Replacement and Maintenance</i>	

External

Security Lighting	Replacement including repairs to time clocks & photoelectric cells Replacement of globes	
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 Tenant. If replacement is undertaken by Landlord, all costs will be charged to the Tenant.

18.6 Proposed Disposition of 'Wandi Community Centre', 302 De Haer Road, Wandi – Wandi Progress Association

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

Wandi Progress Association manages the Wandi Community Centre. The initial agreement between the City and Wandi Progress Association was in the form of a management licence, which expired on 1 July 2004. A new agreement is required and due to the exclusive use that Wandi Progress Association enjoys, the agreement will be in the form of a lease.

The City is not required to advertise the proposed lease as the Wandi Progress Association qualifies as a body exempt under Regulation 30(2)(b)(i) of the Local Government Regulations 1996.

Currently there is not a formal agreement in place between the City and Wandi Progress Association.

OFFICER RECOMMENDATION:

That Council:

1. 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 302 De Haer Road, Wandi, otherwise known as the Wandi Community Centre Facilities between the City of Kwinana and the Wandi Progress Association.
2. Approve the proposed rent to be \$111 per annum.

DISCUSSION:

The Wandi Progress Association is dedicated to managing the Wandi Community Centre facilities and acts as a representative for concerned Wandi residents on issues that concern the City of Kwinana and other entities. Wandi Progress Association regularly seeks members to join in order to build its member base and consequently represents of the wishes of the Wandi, Honeywood and Anketell communities and advocates for their needs.

Due to Wandi Progress Association serving as a community group for residents of the City of Kwinana, the agreement is recommended to be a peppercorn lease and it is recommended that \$111 per annum be charged plus monthly outgoings as per the Council's Leasing Policy (**the Policy**).

Wandi Progress Association is a community group and in accordance with the Policy, Wandi Progress Association must meet the compulsory organisational criteria:

18.6 PROPOSED DISPOSITION OF 'WANDI COMMUNITY CENTRE', 302 DE HAER ROAD, WANDI – WANDI PROGRESS ASSOCIATION

Compulsory Criteria	Wandi Progress Association
The organisation must be an organisation, which applies any surpluses towards its purposes, prohibits any dividends or profits from being paid to its members and is exempt from paying income tax;	Yes
The organisation is a legal entity incorporated under appropriate legislation (such as the Associations Incorporation Act 1987);	Yes
The organisation is financially viable and able to demonstrate good financial management and record-keeping practices to the satisfaction of the City;	Yes
The organisation complies with relevant legislation governing its activities and holds any licences or registration certificates required for it to operate;	Yes
The organisation has a committee of management and appropriate governance arrangements, with established accountability and reporting methods to members of the organisation and / or to the community, including the capacity to maintain appropriate financial records for audit purposes;	Yes
The organisation adheres to all relevant Council local laws including the Local Government Property Local Law, Council policies and has complied with the terms of any previous lease or licence and/or grant from the City;	Yes
Demand exists for the service or activity to be provided through the facility;	Yes
Facility use is consistent with City objectives and current Business Plan;	Yes
Use of the facility will increase social engagement and promote health and wellbeing of the Kwinana community;	Yes
The service or activity is non-discriminatory. It will be open to all residents who meet the criteria for participation that are directly related to the nature of the service or activity or geographic catchment area; and	Yes
Disadvantaged groups can access the service or activity and strategies are in place to review and remove any barriers to participation.	Yes
Proposed use of the facility is suitable for the nature of the site and the neighbourhood;	Yes
The organisation is prepared to maximise utilisation of the facility as requested by the City; and	Yes
The organisation agrees to provide the City with requested information including current and projected opening hours and participant and/or membership numbers.	Yes

The Policy allows for discounted market rent in some circumstances.

The peppercorn rent proposed to be charged is based on Wandi Progress Association meeting all the essential organisational criteria in the table below:

18.6 PROPOSED DISPOSITION OF 'WANDI COMMUNITY CENTRE', 302 DE HAER ROAD, WANDI – WANDI PROGRESS ASSOCIATION

Lessee Category	Peppercorn	Discounted Market Rent	Market Rent	Wandi Progress Association
The organisation meets an identified community need	E	E	D	Yes
The organisation provides equitable access to services primarily to Kwinana community	E	E	D	Yes
The organisation's activities complement the City's services	E	E	D	Yes
The organisation offers programs otherwise unavailable to Kwinana residents	E	E	D	Yes
There is a long standing community expectation that the City accommodates the organisation	E	E	D	Yes
The organisation is not part of a larger organisation with alternative accommodation options	E	D	D	Yes
The organisation is accessible to a broad resident base	E	D	D	Yes
The organisation has participation by volunteers	E	D	D	Yes
The organisation has limited capacity to generate revenue net of operating costs	D	D	D	Yes
The organisation does not receive funds from the State or Commonwealth Government	D	D	D	Yes

Key: E – Essential
D - Desirable

It is recommended that Wandi Progress Association be charged the peppercorn rate of \$111.

There have been significant discussions and meetings between the City and the Wandi Progress Association to obtain a favourable position for both parties in relation to the lease terms and conditions. The proposed lease, included herewith, reflects these discussions and meetings and the terms and conditions have been agreed to by both the City and the Wandi Progress Association.

LEGAL/POLICY IMPLICATIONS:

Section 3.58(3) and (4) of *Local Government Act 1995* and Regulation 30(2)(b)(i) of the *Local Government Regulations 1996* are applicable to the proposed lease.

FINANCIAL/BUDGET IMPLICATIONS:

There are no financial/budget implications identified as a result of this report.

ASSET MANAGEMENT IMPLICATIONS:

The proposed lease outlines the Asset Management responsibilities.

18.6 PROPOSED DISPOSITION OF 'WANDI COMMUNITY CENTRE', 302 DE HAER ROAD, WANDI – WANDI PROGRESS ASSOCIATION**ENVIRONMENTAL IMPLICATIONS:**

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

STRATEGIC/SOCIAL IMPLICATIONS:

By entering into the lease the City will be promoting the effective management of community facilities for the use and enjoyment by the residents and visitors of the City of Kwinana in accordance with the City's Community Facilities Usage Policy.

RISK IMPLICATIONS:

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

Risk Event	That Council does not authorise the Chief Executive Officer to sign the lease agreement thereby in relation to 302 De Haer Road, Wandi, between the City of Kwinana and Wandi Progress Association
Risk Theme	Ineffective management of facilities
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 Wandi Progress Association
Rating (after treatment)	Low

COUNCIL DECISION

411

MOVED CR M KEARNEY**SECONDED CR S LEE**

That Council:

- 1. 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 302 De Haer Road, Wandi, otherwise known as the Wandi Community Centre Facilities between the City of Kwinana and the Wandi Progress Association.**
- 2. Approve the proposed rent to be \$111 per annum.**

CARRIED
6/1

Wandi Progress Association Agreement

City of Kwinana (ABN 13 890 277 321)

Wandi Progress Association of Western Australia
Inc. (ABN 12 841 190 317)

DRAFT

Details

Parties

City of Kwinana

(ABN 13 790 277 321) of PO Box 21, Kwinana, Western Australia 6966
(City)

Wandi Progress Association of Western Australia Inc.

(ABN 12 841 190 317) of 302 De Haer Road, Wandi, Western Australia 6167
(Tenant)

Background

The Landlord owns the Land and has agreed to lease (and the Tenant has agreed to take a lease of) the Premises on the terms contained below.

1. Definitions

Amounts Payable means the Rent, Outgoings and any other money payable by the Tenant under this Lease;

Assignment means the transfer of Tenants rights in relation to this lease to another that gives the recipient, the rights that the holder of the lease had prior to the transfer;

Authorised Person means an agent, employee, licensee or invitee of the Landlord; and any person visiting the Premises with the express or implied consent of any aforementioned person;

Business Day means a day other than a Saturday, Sunday or public holiday in Perth;

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

City'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 Landlord;

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

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

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

Lease means this document;

Potable Water means water that has been treated to meet state and federal standards for consumption;

Premises means the premises described at **Item 1(b)** of the Schedule and edged in red and hachured on a sketch annexed (**Annexure 1**) to this lease for the purpose of identification only;

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

Sub-Let means the leasing of part of all of the property held by the tenant, as opposed to a landlord, during a portion of his or her unexpired balance of the term of the lease;

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

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

Tenant's Agents includes:

- (a) the subtenants, employees, volunteers, agents, contractors, invitees, licensees, hirer o the Tenant; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a) above;

Tenant's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed by any person other than the Landlord.

All other terms have the standard dictionary meaning.

2. Quiet enjoyment

Except as provided in the Lease, the Tenant may quietly hold and enjoy the Premises during the Term without any interruption or disturbance.

3. Rent and other payments

3.1 Rent

The Tenant must pay the Landlord the Rent set out at **Item 5** of the Schedule.

3.2 Outgoings

- (1) The Tenant will be responsible for the payment of the following outgoings in respect of the Premises:
 - (a) provision of bulk and Potable Water and the costs related to the sterilisation of the water;
 - (b) telephone, internet connections or telephone connection;

3.3 Costs

The Tenant must pay the Landlord all costs, legal fees, disbursements and payments incurred by or for which the Landlord is liable in connection with or incidental to:

- (a) any request by the Tenant to vary this agreement and this variation is not within the City's ability to manage internally.

4. Insurance

4.1 Insurance required

The Tenant must effect and maintain the following insurance with an insurer registered with the relevant Australian authorities:

- (a) public liability insurance for a sum not less than that set out at **Item 8** of the Schedule;

The Tenant must pay any premiums, excess and other costs associated with the insurance set out in this **clause 4.1**.

Contents insurance is optional and to be taken out by the Tenant. The Landlord will not be responsible for the replacement of any stolen or damaged contents should the Tenant choose to not take out contents insurance.

4.2 Building Insurance to be effected by Landlord

The Landlord will take out building insurance for the Premises.

4.3 Details and receipts

In respect of the insurances required by **clause 4.1** the Tenant must:

- (a) upon request of the Landlord, provide relevant copies of Certificates of Currency;
- (b) notify the Landlord promptly in writing or in an emergency, verbally,
 - (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.

4.4 Not to invalidate

The Tenant must use their best endeavours to 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 4.1** and **clause 4.2** 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).

5. Indemnity

5.1 Tenant's responsibilities

The Tenant is responsible for all acts or omissions of the Tenant's Agents on the Premises and for any breach by them of any terms in this Lease required to be performed by the Tenant.

5.2 Tenant's Indemnity and Release

- (1) The Tenant indemnifies and shall continue to indemnify, the Landlord from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Landlord, or brought, maintained or made against the Landlord, 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 Tenant or the Tenant's Agents;
 - (e) any work carried out by or on behalf of the Tenant on the Premises;
 - (f) the Tenant'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 Tenant or the Tenant's Agents;
 - (h) any default by the Tenant in the due and punctual performance, observance and compliance with any of the Tenant's covenants or obligations under this Lease; or
 - (i) an act or omission of the Tenant.
- (2) The Tenant:
 - (a) agrees to occupy and use the Premises at its own risk; and
 - (b) releases to the full extent permitted by law, the Landlord from:
 - (i) any liability arising from any accident or damage to property, the death, injury or illness of any person occurring on the Premises or arising from the Tenant's use or occupation of the Premises;
 - (ii) damage to the Premises or loss of the Tenant's personal property; 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.
- (3) The Tenant's obligations and releases under this **clause 5.2** 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.

5.3 No indemnity for Landlord's negligence

Nothing in this **clause 5** requires the Tenant to indemnify or release from liability the Landlord against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Landlord.

6. Maintenance, Repair and Cleaning

6.1 Generally

- (1) The Tenant agrees to maintain, replace, repair, clean and keep the Premises (including the Landlord's fixtures and fittings) in good tenable repair.

This **clause 6.1** does not require the Tenant to:

- (a) carry out maintenance, repairs or replacement that is required because of reasonable fair wear and tear; or
- (b) undertake any structural maintenance, replacement or repair,

unless it is necessary because of an act or omission of the Tenant.

- (2) The Parties will comply with their maintenance obligations in **Annexure 2** and this **clause 6**. In the event of an inconsistency between an obligation specified in **Annexure 2** and this **clause 6**, the obligation specified in this **clause 6** Annexure 2 will prevail.

- (3) The Tenant must where maintaining, replacing, repairing or cleaning:

- (a) electrical fittings and fixtures;
- (b) plumbing;
- (c) air-conditioning fittings and fixtures; and
- (d) gas fittings and fixtures,

use only trades persons who hold the required State and/or Federal licences.

6.2 **If requested by the Landlord, the Tenant must supply a copy of the required State and/or Federal licenses of any trades person appointed by the Tenant. Responsibility for Securing the Premises**

The Tenant must use best endeavours to ensure that the Premises, and the Landlord's and Tenant's fixtures and fittings, are appropriately secured.

6.3 **Maintain surroundings**

- (1) The Tenant must not remove any trees, shrubs or hedges without obtaining the Landlord's Approval, except if necessary for safety reasons. This clause does not prevent the Tenant from conducting pruning of shrubs and hedges.

6.4 **Landlord's Fixtures and Fittings**

The Tenant agrees that the Landlord's fixtures and fittings (as determined by the Landlord) will remain the Landlord's property and must not be removed from the Premises.

6.5 Pest control

The Tenant must use their best endeavours to keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Tenant (excluding white ant inspection/treatment which is the responsibility of the Landlord).

6.6 Painting

The Tenant is to ensure that the internal painting of the Premises are maintained and repainted where required in line with the age and general condition of the buildings as outlined in item 9 of the Schedule.

6.7 Drains

The Tenant must ensure that waste pipes, toilets, grease traps, drains and conduits in the Premises do not become blocked and if they do, the Tenant must pay the Landlord the cost of clearing any blockage unless that blockage has been caused without fault of the Tenant or the Tenant's Agents.

7. Use

7.1 Restrictions on use

(1) General

The Tenant must use their best endeavours to ensure no part of the Premises is used for any purpose other than the Permitted Purpose.

(2) Specific

The Tenant must not and must not permit a person to:

- (a) carry out on the Premises any illegal act;
- (b) carry out on the Premises anything causing a nuisance, damage or disturbance to the Landlord or to adjoining properties;
- (c) store any dangerous substance on the Premises, without the prior written consent of the Landlord;
- (d) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Landlord;
- (e) smoke inside any building on the Premises; or
- (f) pollute or contaminate the Premises by garbage, waste matter, oil and other pollutants.

(3) Sale of Alcohol

The Tenant will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises unless permitted under the *Liquor Control Act 1988*, *Liquor Licensing Regulations 1989* and any other relevant written laws.

7.2 No warranty

The Landlord gives no warranty as to the use of the Premises; or that the Landlord will issue any required consents, approvals, authorities, permits or licences.

8. Alterations

8.1 Restriction

The Tenant must not permit any alteration, addition or improvements to or demolish any part of the Premises, without:

- (a) prior written consent from the Landlord;
- (b) planning or building approval under a local planning scheme of the Tenant (if required); and
- (c) prior written consent from any other person or agency from whom consent is required.

9. Landlord's right of entry

9.1 Entry on Reasonable Notice

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

- (a) inspect the Premises; or
- (b) carry out work that the Landlord considers necessary (without compensation to the Tenant for inconvenience) noting that the Landlord will ensure that as little inconvenience is caused to the Tenant as is reasonable possible.

9.2 Costs of Rectifying Breach

All costs and expenses incurred by the Landlord as a result of the Landlord or Authorised Persons entering the premises to inspect or carry out works because of any breach of the Lease by the Tenant, will become a debt due to the Landlord and payable by the Tenant on demand.

10. Report to Landlord

The Tenant must report to the Landlord promptly in writing or in an emergency, verbally:

- (a) vandalism and damage (or situations that are likely to cause vandalism or damage) to the Premises; and
- (b) all written correspondence received by the Tenant and which affect the Premises and which the City as the owner of the premises ought to be notified of.

11. Default

11.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 30 days after a Notice has been given to the Tenant that an amount is outstanding;
- (b) the Tenant does not rectify a breach of a Tenant Covenant after 30 days from receiving a Notice requesting the Tenant to rectify the breach;
- (c) the Tenant association is wound up whether voluntarily or otherwise;
- (d) the Tenant passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use of the Premises permitted by this Lease;
- (e) a mortgagee takes possession of the property of the Tenant under this Lease;
- (f) any execution or similar process is made against the Premises or the Tenant's property;
or
- (g) the Premises are vacated, or otherwise not used, in the Landlord's reasonable opinion, for the Permitted Purpose for a 6 month period.

11.2 Forfeiture

- (1) On the occurrence of any of the events of default specified in **clause 11.1** the Landlord may:
 - (a) without Notice enter the Premises and on re-entry, the Term will immediately end; or
 - (b) issue a Notice to the Tenant, which provides that the Term has ended from the date the Notice is given; or
 - (c) issue a Notice to the Tenant, which provides that the Term has been converted to a holding period as described in **clause 13**.
- (2) The carrying out of the above actions does not affect the Landlord's rights in respect of any other breach by the Tenant or releases the Tenant from liability in respect of the breach.

11.3 Landlord may remedy breach

If the Tenant fails to:

- (a) pay an Amount Payable or breaches any of the Tenant's Covenants; and
- (b) the Landlord has given to the Tenant Notice of the breach; and
- (c) the Tenant has failed to rectify the breach within a reasonable time,

the Landlord may pay the money due as if it were the Tenant and the Tenant must pay to the Landlord on demand the Landlord's cost of remedying the breach.

12. Option to renew

If the Tenant (at least one month, but not earlier than 12 months prior to the date of the Further Term) requests in writing that the Lease be extended for the Further Term, the Landlord will grant the Further Term provided there is no existing default or breach by the Tenant.

13. Holding over

If the Tenant remains in the Premises after the Term (or Further Term) expires, the Tenant will be a monthly tenant on the same terms and conditions of this Lease provided there is no existing default or breach by the Tenant.

14. Termination

- (1) The Parties agree that either party may terminate this Lease:
 - (a) for any reason, upon 3 months' notice to the other (or any other period agreed by the Parties in writing); or
 - (b) if the Premises becomes wholly unfit for occupation because of damage, upon 2 months written notice to other party (or any other period agreed by the Parties in writing).

15. Removal of property from Premises

15.1 Remove property prior to termination

Prior to Termination, the Tenant must, in consultation with the Landlord, remove the Tenant's fixtures and fittings from the Premises to the absolute satisfaction of the Landlord, and promptly make good, to the satisfaction of the Landlord, any damage caused by the removal.

15.2 Landlord can remove property on re-entry

On re-entry the Landlord may dispose of any property (including the Tenant's property that was not removed by the Tenant in accordance with **clause 15.1**). The Tenant indemnifies the Landlord against all damage caused by the removal of and disposal of the property.

16. Assignment, Subletting, Charging and Hiring

16.1 Assignment or sub-letting without consent

- (1) The Tenant must not assign nor sub-let any part of the Premises without the prior written consent of the Landlord (which may be withheld in its absolute discretion).
- (2) If the Tenant wishes to assign or sub-let, and the Landlord consents, the Tenant must pay the Landlord all costs incurred by the Landlord as a result of the assignment or sub-let including costs associated with:
 - (a) enquiries made by the Landlord as to the respectability, responsibility and financial standing of the proposed assignee or subtenant;
 - (b) any consents required under this Lease or at law;
 - (c) preparation of any legal documents; and

- (d) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or sub-letting proceeds.

16.2 Property Law Act 1969

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

16.3 No mortgage or charge

The Tenant must not mortgage nor charge the Premises.

16.4 Casual hire of Premises

(1) General

“Casual basis” in this clause means any hire of the Premises by the Tenant to a third party for a period of no more than 72 hours in any calendar month and does not include any formal sublease of the Premises.

(2) Conditions of Hire

- (a) The Tenant may hire out a part of the Premises on a casual basis only if:
- (i) such hireable use is consistent with the Permitted Purpose;
 - (ii) the Tenant will use their best endeavours to ensure any hirer complies strictly with the relevant terms of this Lease (including this **clause 16.4**).
- (b) The Tenant must not hire out any part of the Premises at a higher rate than is charged by the City for comparable premises as required by the *Local Government Act 1995* and ‘The City of Kwinana’s Schedule of Fees and Charges’.
- (c) The City may request the Tenant to provide:
- (i) facilities committee members report ; and
 - (ii) details of the hire fees charged by the Tenant,
- in each financial year of the Lease.

17. Disputes

- (1) If the Parties are in dispute and one party requires the dispute to be resolved, then that party must give the other party written notice of the details of the dispute (**Dispute Notice**).
- (2) Within 30 Business Days of a party receiving the Dispute notice, the Parties must meet and attempt to resolve the dispute and ensure each Parties’ authorised officers or delegates attend.
- (3) If the Parties are unable to resolve the dispute within 30 Business Days from the date of the Dispute Notice, then the dispute shall be determined by an arbitrator appointed under the *Commercial Arbitration Act 1985* and the cost of the arbitrator will be shared equally between the Parties.

18. Notice

- (1) A notice, consent, approval or other communication (each a **Notice**) must be in writing, signed by or on behalf of a person authorised to give it, addressed to the Party to whom it is to be given and sent by postal or electronic mail to that Party's address.
- (2) A Notice given to a party in accordance with **clause 18(1)** is deemed to have been given and received:
 - (a) if posted, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - (b) if emailed, (and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted), on the day of sending if a Business Day, otherwise on the next Business Day.

19. Miscellaneous

- (1) All things which the Landlord can do under this Lease may be done by the CEO, an officer or the agent, solicitor, contractor or employee of the Landlord.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) Failure to exercise or delay in exercising any right in this Lease by a Party does not operate as a waiver of that right.

20. Additional Terms

Each of the terms specified in **Item 11** of the Schedule are part of this Lease and are binding on the Landlord and the Tenant as if incorporated into the body of this Lease.

Schedule

Item 1 Land and Premises

(a) Land

Lot 33 on Plan 13024, being the whole of the land comprised in Certificate of Title Volume 1557 Folio 299.

(b) Premises

The part of the Land which for identification purposes is hachured in Annexure 1 and includes all buildings, structures, alterations, additions and improvements on that part of the Land or erected on that part of the Land during the Term.

Item 2 Term

Five (5) years commencing on [date to be agreed] and expiring on [date to be agreed].

Item 3 Further Term

Five (5) years commencing on [date to be agreed] and expiring on [date to be agreed].

Item 4 Commencement Date

[Date to be agreed]

Item 5 Rent

\$111.00 annually.

Item 6 Rent Review

Not applicable.

Item 7 Permitted purpose

Purposes of a Community Centre and recreation reserve and include, but are not limited to the following uses available to the community:

- i. Wandi Play Group;
- ii. Wandi Wood Workers Club;
- iii. Equestrian Centre;
- iv. Medieval Groups;

Boxing Gym and uses reasonably associated with an abovementioned use.

Item 8 Public liability insurance

Twenty Million Dollars (\$20,000,000.00) in respect of any one claim or such greater amount as the Landlord may require.

Item 9 Internal Painting Dates

At the expiry of the Term (or Further Term), unless otherwise provided by the Landlord to the Tenant in writing.

Item 10 Notice Details

Landlord

The City of Kwinana (ABN 13 890 277 321)
Address: PO Box 21 Kwinana WA 6966
Email: Property.Management@kwinana.gov.wa.au

Tenant

Wandi Progress Association of Western Australia Inc. (ABN 12 841 190 317)
Address: 302 de Haer Road Wandi WA 6167
Email: wandiprogess@gmail.com

Item 11 Additional terms and covenants

11.1. Liquor licence

The Tenant agrees that if a licence or permit is granted under the *Liquor Control Act 1988* it must:

- (a) comply with any licence or permit requirements at its cost and where any alteration is required to the Premises **clause 8** will apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor; and
- (c) indemnify and keep indemnified the Landlord from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

11.2. Provision of information

The Tenant must provide the Landlord, annually, with:

- (a) a copy of the Tenant's annual statement of accounts for each year;
- (b) advice of any changes in its office holders;
- (c) facilities committee members report per **clause 16.4(2)(c)**; and

- (d) the Annual General Meeting minutes and associated reports and any other information reasonably required and requested by the Landlord.

DRAFT

Signing page

EXECUTED BY THE PARTIES AS A DEED on the

day of

2019

THE COMMON SEAL of **CITY OF KWINANA**
(ABN 13 890 277 321) was affixed in the
presence of:

Signature of Mayor

Print Full Name

Signature of Chief Executive Officer

Print Full Name in BLOCK LETTERS

THE COMMON SEAL of **WANDI PROGRESS
ASSOCIATION OF WESTERN AUSTRALIA
INC.** (ABN 12 841 190 317) was hereunto affixed
pursuant to the constitution of the Tenant in the
presence of each of the undersigned each of
whom hereby declares by the execution of this
document that he or she holds the office in the
Tenant indicated under his or her name-

Signature of Office Holder

Signature of Office Holder

Name of Office Holder in BLOCK LETTERS:

Name of Office Holder in BLOCK LETTERS:

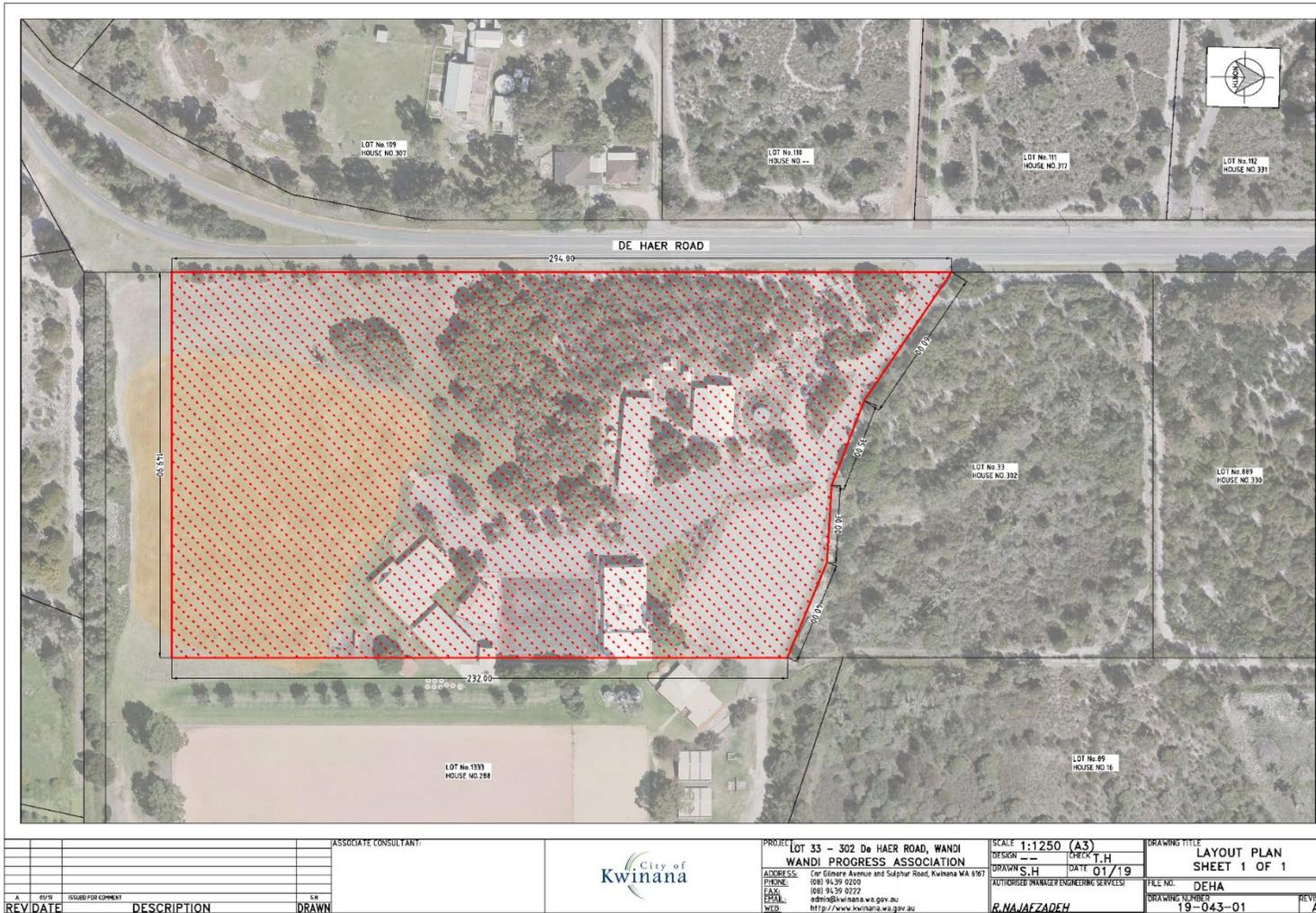
Address:

Address:

Office Held:

Office Held:

Annexure 1 – Sketch of Premises



Annexure 2 - Maintenance Schedule

Maintenance Type	Landlord	Tenant
General		
All Structural Repairs	Yes	No
Cleaning & Cobweb Removal (Hygienic & tidy condition at all times)	No	Yes
Supply of Sanitary Bins, Paper Towel, Soap & Dispenser and Toilet Paper.	No	Yes
Vermin Control (Rats, Insects etc)	Yes (white ant inspection only)	Yes
Vandalism / Graffiti	Yes (<i>external only</i>)*	Yes (<i>internal only</i>)*
Windows	Yes	Yes <i>Malicious damage by patrons only</i>
Emergency Exit Lighting & Doors, Public Safety & Compliance.	Yes	Yes (<i>only where found to be illegally locked, costs for reinstatement of access to be the Tenant's responsibility</i>)
Fire Extinguishers & Hoses Maintenance and Replacement *	Yes	No
Security Monitoring & Equipment	Yes	Yes (for cost of the line rental only)
Oven & Exhaust Vent	Yes (Replacement only)	Yes
Kitchen Appliances (i.e. Fridges, Toasters etc)	No	Yes
Ceiling / Roof		
Ceiling	Yes (<i>Structural repairs</i>)	Yes (<i>excluding structural repairs</i>)
Roof (including leaks, broken tiles etc)	Yes	
Gutters & Downpipes Cleaning and Replacement	Yes	No
Air-conditioning / Heating (Servicing)	Yes	No

Air-conditioning Vents	Yes (<i>repair only</i>)	Yes (<i>cleaning only</i>)
Exhaust Fans	Yes (<i>repair only</i>)	Yes (<i>cleaning only</i>)
Walls (internal / external)		
Walls	Yes <i>External</i>	Yes (<i>to be washed down as required and painted as per Lease</i>) <i>Internal</i>
Window Cleaning	No	Yes (<i>including tracks and flyscreens</i>)
Security Screens	Yes (<i>repair only</i>)*	Yes (<i>cleaning only</i>)
Flyscreens	Yes (<i>repair only</i>)*	Yes (<i>cleaning only</i>)
Doors (<i>external</i>)	Yes*	Yes (<i>cleaning only</i>)
Doors (<i>internal</i>)	No	Yes
Locks	Yes <i>External</i>	Yes <i>Internal</i>
Replacement Keys	No	Yes
Internal Painting	Yes <i>Except Touch-ups</i>	Yes (<i>touch ups and repairs as per Lease</i>) <i>Additional painting requires prior Landlord approval</i>
External Painting	Yes <i>As required</i>	No
Cupboards	Yes (<i>replacement</i>)*	Yes (<i>cleaning only</i>)
Blinds / Curtains	Yes (<i>replacement</i>)*	Yes (<i>cleaning only</i>)
Mirrors	No	Yes
Honour Boards / Notice Boards	No	Yes
Annexure 2 – Maintenance Obligations (cont.)		
Maintenance Type	Landlord	Tenant
Floors		
Carpet**	Yes Replacement if damaged under an insurable event	Yes <i>Keep in clean condition</i>

Tiled Floors	Replacement if damaged under an insurable event or no longer serviceable	Keep in clean condition
Vinyl Floors	Replacement if damaged under an insurable event or no longer serviceable	Keep in clean condition
Timber floors	Major maintenance and replacement if damaged under an insurable event or no longer serviceable	Keep in clean condition
Electrical		
Fittings (lights, power points, switches)	Yes <i>Replace and Repair</i>	Yes <i>Cleaning only</i>
Replacement of Globes	Yes External	Yes* Internal
Costs for additional points	Yes <i>External</i>	Yes* <i>Internal</i>
Testing and Tagging	Yes	No
Wiring (Excluding damage or use causing overloading).	Yes	Yes Overloading
<i>Electrical work (excluding Non fixtures) undertaken by Tenant's electrical contractor must be approved by the City of Kwinana prior to works commencing.</i>		
Plumbing		
Replacement of Fixtures & Cisterns	Yes <i>Blockages caused by roots*</i>	Leaking Taps & Cisterns <i>Minor repairs only</i>
Hot Water System	Yes <i>Replacement and Maintenance</i>	No
Sewage Treatment Units	Yes <i>Servicing and Maintenance</i>	No
Rainwater Collection and Storage	Yes <i>Maintain Tanks, Pumps, Pipes And Water replenishment if system failure</i>	Yes <i>Water Replenishment unless System Failure</i>
Water Supply	No	Yes

External		
Security Lighting	Replacement including time clocks & photoelectric cells Replacement of globes	No
Gardens	Yes	No
Weed Control	Yes	No
Ladder Point Inspection	Yes	No
BBQs	Yes <i>Cleaning, Repair, Maintenance</i>	Yes <i>Inspection and cleaning</i>
Perimeter Fencing	Replacement or Repair (i.e. stand alone facilities surrounding residences) Replacement or repair*	No
Reticulation	Yes <i>Inspection, Repair and Replacement</i>	No
Water Bore	Yes <i>Repair and Replacement</i>	No
Playground and Equipment		
Play Sand and Surrounds	Yes <i>Cleaning and Replacement</i>	No
Play Equipment		Yes <i>Repair and Replacement</i>
Tennis Courts	Yes	Yes (Management and Net replacement)
Special Items		
Air Dust Extraction Vents and associated fencing, if any.	No	Yes <i>Maintenance only</i>

* Any damage to the building internally by misuse or any replacements will be fixed by Tenant. If replacement is undertaken by Landlord, all costs will be charged to the Tenant.

** If evidence cannot be presented to demonstrate that the Tenant has fulfilled their obligations contained under this condition then the responsibility to undertake the replacement will be that of the Tenant.

DRAFT

18.7 Standards for CEO Recruitment, Performance and Termination – Employee Code of Conduct

DECLARATION OF INTEREST:

There were no declarations of interest declared.

SUMMARY:

Changes to the *Local Government Act 1995* (the Act) and the *Local Government (Administration) Regulations 1996* (the Regulations) came into force on 3 February 2021, resulting in a set of model standards being prescribed in relation to the recruitment of CEOs, the review of the performance of CEOs, and the termination of employment of CEOs (Model Standards).

Council is required within three months to adopt (by absolute majority) standards to be observed by the local government which incorporate the Model Standards. This report presents for adoption the City of Kwinana's Standards for CEO Recruitment, Performance Review and Termination.

The changes to the Regulations also resulted in the separation of the Code of Conduct to one for the Elected Members and one for Employees. Council adopted the City of Kwinana Elected Members, Committee Members and Candidates – Code of Conduct on 24 February 2021. The City of Kwinana Employee Code of Conduct is presented for noting by Council.

OFFICER RECOMMENDATION:

That Council:

- 1) Resolve to adopt the City of Kwinana Standards for CEO Recruitment, Performance and Termination as at Attachment A; and
- 2) Note the City of Kwinana Employee Code of Conduct as at Attachment B.

DISCUSSION:

CEO Standards Recruitment, Performance Review and Termination

On 3 February 2021, the Local Government (Administration) Amendment Regulations 2021 (CEO Standards) introduced mandatory minimum standards for the recruitment, selection, performance review and termination of employment in relation to local government Chief Executive Officers (CEOs).

According to the Department of Local Government, Sport and Cultural Industries (DLGSC) website, stakeholder consultation with the local government sector and the community as part of the Local Government Act Review identified the need for reform in the area of CEO recruitment and performance review.

The aim of the Model Standards is to provide local government with a consistent and equitable process for CEO recruitment, performance review and termination across all local governments, in accordance with the principles of merit, equity and transparency.

18.7 STANDARDS FOR CEO RECRUITMENT, PERFORMANCE AND TERMINATION – EMPLOYEE CODE OF CONDUCT

The Act does allow local governments to include additional standards where appropriate, however, any additional standards must be consistent with the Model Standards. It is not proposed that any additional standards be included. Point 15 of the City's standards, relating to the performance review process, requires that the local government and the CEO agree on the process by which the CEO's performance will be reviewed and that this is set out in a written document. This process will be developed and brought back to Council for adoption in the coming months, likely through the Policy and Legislation Committee.

Employee Code of Conduct

Section 5.103 of the Act previously required every local government to adopt a code of conduct to be observed by elected members, committee members and employees.

Amendments to the *Local Government Legislation Amendment Act 2019* which came into effect on 3 February 2021 required each local government to adopt the model code of conduct for council members, committee members and candidates as prescribed by the *Local Government (Model Code of Conduct) Regulations 2021*.

As a result of this legislation, the City of Kwinana Elected Members, Committee Members and Candidates – Code of Conduct was adopted by Council at the ordinary meeting of 24 February 2021. This separated the behavioural standards expected of employees with that of Elected Members, Committee Members and Candidates.

A Code of Conduct has now been prepared addressing employees and is presented for noting by Council. The Code addresses ethical obligations including standard of behaviour expected, communication, conflicts of interests, as well as acceptance of gifts.

LEGAL/POLICY IMPLICATIONS:

Section 5.39A of the Act sets out that Regulations must prescribe the Model Standards.

Regulation 18FA of the *Local Government (Administration) Regulations 1996* provides that Schedule 2 of the Regulations sets out the Model Standards. Section 5.39B (2) of the Act requires that local governments adopt, within 3 months after the day on which the regulations prescribing the Model Standards come into operation, standards to be observed and which incorporate the Model Standards.

Under section 5.39B(4) of the Act, provisions in addition to the Model Standards may be included but are of no effect to the extent that they are inconsistent with the Model Standards.

Section 5.39B(6) of the Act requires the CEO to publish an up-to-date version of the adopted standards on the City's website.

FINANCIAL/BUDGET IMPLICATIONS:

There are no financial/budget implications that have been identified as a result of this report or recommendation.

18.7 STANDARDS FOR CEO RECRUITMENT, PERFORMANCE AND TERMINATION – EMPLOYEE CODE OF CONDUCT**ASSET MANAGEMENT IMPLICATIONS:**

There are no asset management implications that have been identified as a result of this report or recommendation.

ENVIRONMENTAL IMPLICATIONS:

There are no environmental implications that have been identified as a result of this report or recommendation.

STRATEGIC/SOCIAL IMPLICATIONS:

This proposal will support the achievement of the following objectives and strategies detailed in the Corporate Business Plan 2016 – 2021.

Plan	Objective	Strategy
Corporate Business Plan 2016 - 2021	5.1 An active and engaged Local Government, focussed on achieving the community's vision	5.1.1 Ensure that the City's strategic direction, policies, plans, services and programs are aligned with the community's vision

COMMUNITY ENGAGEMENT:

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

PUBLIC HEALTH IMPLICATIONS:

There are no public health implications on any determinants of health as a result of this report.

RISK IMPLICATIONS:

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

Risk Event	Council does not have standards enacted for the recruitment, performance review and termination in accordance with legislated requirements.
Risk Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Effect/Impact	Compliance
Risk Assessment Context	Operational

18.7 STANDARDS FOR CEO RECRUITMENT, PERFORMANCE AND TERMINATION – EMPLOYEE CODE OF CONDUCT

Consequence	Moderate
Likelihood	Possible
Rating (before treatment)	High
Risk Treatment in place	Avoid - remove cause of risk
Response to risk treatment required/in place	Have an adequate Council Policy in place and ensure that it is reviewed regularly.
Rating (after treatment)	Low

COUNCIL DECISION**412****MOVED CR S WOOD****SECONDED CR D WOOD****That Council:**

- 1) Resolve to adopt the City of Kwinana Standards for CEO Recruitment, Performance and Termination as at Attachment A; and**
- 2) Note the City of Kwinana Employee Code of Conduct as at Attachment B.**

CARRIED
7/0

Council Policy

Standards for CEO Recruitment, Performance and Termination



Council Policy	
Legal Authority	Section 5.39B of the <i>Local Government Act 1995</i> .
Department	Governance and Legal

1. **Title**
Standards for CEO Recruitment, Performance and Termination
2. **Purpose**
This Policy is adopted in accordance with section 5.39B of the *Local Government Act 1995*.
3. **Scope**
This policy outlines the City of Kwinana Standards for CEO Recruitment, Performance and Termination.
4. **Definitions**
In these standards —
Act means the Local Government Act 1995;
additional performance criteria means performance criteria agreed by the local government and the CEO under clause 16(1)(b);
applicant means a person who submits an application to the local government for the position of CEO;
contract of employment means the written contract, as referred to in section 5.39 of the Act, that governs the employment of the CEO;
contractual performance criteria means the performance criteria specified in the CEO's contract of employment as referred to in section 5.39(3)(b) of the Act;
job description form means the job description form for the position of CEO approved by the local government under clause 5(2);
local government means the City of Kwinana;
selection criteria means the selection criteria for the position of CEO determined by the local government under clause 5(1) and set out in the job description form;
selection panel means the selection panel established by the local government under clause 8 for the employment of a person in the position of CEO.
Other terms used in these standards that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.
5. **Policy statement**
 - 5.1 **Standards for recruitment of CEOs**
 - 5.1.1 Overview of Division
This Division sets out standards to be observed by the local government in relation to the recruitment of CEOs.
 - 5.1.2 Application of Division
 - (1) Except as provided in subclause (2), this Division applies to any recruitment and selection process carried out by the local

government for the employment of a person in the position of CEO.

- (2) This Division does not apply —
 - (a) if it is proposed that the position of CEO be filled by a person in a class prescribed for the purposes of section 5.36(5A) of the Act; or
 - (b) in relation to a renewal of the CEO's contract of employment, except in the circumstances referred to in clause 13(2).

5.1.3 Determination of selection criteria and approval of job description form

- (1) The local government must determine the selection criteria for the position of CEO, based on the local government's consideration of the knowledge, experience, qualifications and skills necessary to effectively perform the duties and responsibilities of the position of CEO of the local government.
- (2) The local government must, by resolution of an absolute majority of the council, approve a job description form for the position of CEO which sets out —
 - (a) the duties and responsibilities of the position; and
 - (b) the selection criteria for the position determined in accordance with subclause (1).

5.1.4 Advertising requirements

- (1) If the position of CEO is vacant, the local government must ensure it complies with section 5.36(4) of the Act and the *Local Government (Administration) Regulations 1996* regulation 18A.
- (2) If clause 13 applies, the local government must advertise the position of CEO in the manner referred to in the *Local Government (Administration) Regulations 1996* regulation 18A as if the position was vacant.

5.1.5 Job description form to be made available by local government

If a person requests the local government to provide to the person a copy of the job description form, the local government must —

- (a) inform the person of the website address referred to in the *Local Government (Administration) Regulations 1996* regulation 18A(2)(da); or
- (b) if the person advises the local government that the person is unable to access that website address —
 - (i) email a copy of the job description form to an email address provided by the person; or
 - (ii) mail a copy of the job description form to a postal address provided by the person.

5.1.6 Establishment of selection panel for employment of CEO

- (1) In this clause —

independent person means a person other than any of the following —

- (a) a council member;
- (b) an employee of the local government;

- (c) a human resources consultant engaged by the local government.
- (2) The local government must establish a selection panel to conduct the recruitment and selection process for the employment of a person in the position of CEO.
- (3) The selection panel must comprise —
 - (a) council members (the number of which must be determined by the local government); and
 - (b) at least 1 independent person.

5.1.7 Recommendation by selection panel

- (1) Each applicant's knowledge, experience, qualifications and skills must be assessed against the selection criteria by or on behalf of the selection panel.
- (2) Following the assessment referred to in subclause (1), the selection panel must provide to the local government —
 - (a) a summary of the selection panel's assessment of each applicant; and
 - (b) unless subclause (3) applies, the selection panel's recommendation as to which applicant or applicants are suitable to be employed in the position of CEO.
- (3) If the selection panel considers that none of the applicants are suitable to be employed in the position of CEO, the selection panel must recommend to the local government —
 - (a) that a new recruitment and selection process for the position be carried out in accordance with these standards; and
 - (b) the changes (if any) that the selection panel considers should be made to the duties and responsibilities of the position or the selection criteria.
- (4) The selection panel must act under subclauses (1), (2) and (3) —
 - (a) in an impartial and transparent manner; and
 - (b) in accordance with the principles set out in section 5.40 of the Act.
- (5) The selection panel must not recommend an applicant to the local government under subclause (2)(b) unless the selection panel has —
 - (a) assessed the applicant as having demonstrated that the applicant's knowledge, experience, qualifications and skills meet the selection criteria; and
 - (b) verified any academic, or other tertiary level, qualifications the applicant claims to hold; and
 - (c) whether by contacting referees provided by the applicant or making any other inquiries the selection panel considers appropriate, verified the applicant's character, work history, skills, performance and any other claims made by the applicant.
- (6) The local government must have regard to, but is not bound to accept, a recommendation made by the selection panel under this clause.

5.1.8 Application of cl. 5 where new process carried out

- (1) This clause applies if the local government accepts a recommendation by the selection panel under clause 9(3)(a) that a new recruitment and selection process for the position of CEO be carried out in accordance with these standards.
- (2) Unless the local government considers that changes should be made to the duties and responsibilities of the position or the selection criteria —
 - (a) clause 5 does not apply to the new recruitment and selection process; and
 - (b) the job description form previously approved by the local government under clause 5(2) is the job description form for the purposes of the new recruitment and selection process.

5.1.9 Offer of employment in position of CEO

Before making an applicant an offer of employment in the position of CEO, the local government must, by resolution of an absolute majority of the council, approve —

- (a) the making of the offer of employment to the applicant; and
- (b) the proposed terms of the contract of employment to be entered into by the local government and the applicant.

5.1.10 Variations to proposed terms of contract of employment

- (1) This clause applies if an applicant who is made an offer of employment in the position of CEO under clause 11 negotiates with the local government a contract of employment (the negotiated contract) containing terms different to the proposed terms approved by the local government under clause 11(b).
- (2) Before entering into the negotiated contract with the applicant, the local government must, by resolution of an absolute majority of the council, approve the terms of the negotiated contract.

5.1.11 Recruitment to be undertaken on expiry of certain CEO contracts

- (1) In this clause —

commencement day means the day on which the *Local Government (Administration) Amendment Regulations 2021* regulation 6 comes into operation.
- (2) This clause applies if —
 - (a) upon the expiry of the contract of employment of the person (the incumbent CEO) who holds the position of CEO —
 - (i) the incumbent CEO will have held the position for a period of 10 or more consecutive years, whether that period commenced before, on or after commencement day; and
 - (ii) a period of 10 or more consecutive years has elapsed since a recruitment and selection process for the position was carried out, whether that process

was carried out before, on or after commencement day; and

- (b) the incumbent CEO has notified the local government that they wish to have their contract of employment renewed upon its expiry.
- (3) Before the expiry of the incumbent CEO's contract of employment, the local government must carry out a recruitment and selection process in accordance with these standards to select a person to be employed in the position of CEO after the expiry of the incumbent CEO's contract of employment.
- (4) This clause does not prevent the incumbent CEO's contract of employment from being renewed upon its expiry if the incumbent CEO is selected in the recruitment and selection process referred to in subclause (3) to be employed in the position of CEO.

5.1.12 Confidentiality of information

The local government must ensure that information provided to, or obtained by, the local government in the course of a recruitment and selection process for the position of CEO is not disclosed, or made use of, except for the purpose of, or in connection with, that recruitment and selection process.

5.2 Standards for review of performance of CEOs

5.2.1 Overview of Division

This Division sets out standards to be observed by the local government in relation to the review of the performance of CEOs.

5.2.2 Performance review process to be agreed between local government and CEO

- (1) The local government and the CEO must agree on —
 - (a) the process by which the CEO's performance will be reviewed; and
 - (b) any performance criteria to be met by the CEO that are in addition to the contractual performance criteria.
- (2) Without limiting subclause (1), the process agreed under subclause (1)(a) must be consistent with clauses 17, 18 and 19.
- (3) The matters referred to in subclause (1) must be set out in a written document.

5.2.3 Carrying out a performance review

- (1) A review of the performance of the CEO by the local government must be carried out in an impartial and transparent manner.
- (2) The local government must —
 - (a) collect evidence regarding the CEO's performance in respect of the contractual performance criteria and any additional performance criteria in a thorough and comprehensive manner; and
 - (b) review the CEO's performance against the contractual performance criteria and any additional performance criteria, based on that evidence.

5.2.4 Endorsement of performance review by local government

Following a review of the performance of the CEO, the local government must, by resolution of an absolute majority of the council, endorse the review.

5.2.5 CEO to be notified of results of performance review

After the local government has endorsed a review of the performance of the CEO under clause 18, the local government must inform the CEO in writing of —

- (a) the results of the review; and
- (b) if the review identifies any issues about the performance of the CEO — how the local government proposes to address and manage those issues.

5.3 Standards for termination of employment of CEOs

5.3.1 Overview of Division

This Division sets out standards to be observed by the local government in relation to the termination of the employment of CEOs.

5.3.2 General principles applying to any termination

- (1) The local government must make decisions relating to the termination of the employment of a CEO in an impartial and transparent manner.
- (2) The local government must accord a CEO procedural fairness in relation to the process for the termination of the CEO's employment, including —
 - (a) informing the CEO of the CEO's rights, entitlements and responsibilities in relation to the termination process; and
 - (b) notifying the CEO of any allegations against the CEO; and
 - (c) giving the CEO a reasonable opportunity to respond to the allegations; and
 - (d) genuinely considering any response given by the CEO in response to the allegations.

5.3.3 Additional principles applying to termination for performance related reasons

- (1) This clause applies if the local government proposes to terminate the employment of a CEO for reasons related to the CEO's performance.
- (2) The local government must not terminate the CEO's employment unless the local government has —
 - (a) in the course of carrying out the review of the CEO's performance referred to in subclause (3) or any other review of the CEO's performance, identified any issues (the performance issues) related to the performance of the CEO; and
 - (b) informed the CEO of the performance issues; and
 - (c) given the CEO a reasonable opportunity to address, and implement a plan to remedy, the performance issues; and

- (d) determined that the CEO has not remedied the performance issues to the satisfaction of the local government.
- (3) The local government must not terminate the CEO's employment unless the local government has, within the preceding 12 month period, reviewed the performance of the CEO under section 5.38(1) of the Act.

5.3.4 Decision to terminate

Any decision by the local government to terminate the employment of a CEO must be made by resolution of an absolute majority of the council.

5.3.5 Notice of termination of employment

- (1) If the local government terminates the employment of a CEO, the local government must give the CEO notice in writing of the termination.
- (2) The notice must set out the local government's reasons for terminating the employment of the CEO.

6. References

Date of adoption and resolution No.	
Review dates and resolution No.	
Next review due date	2023
Related documents	<p>Acts/Regulations <i>Local Government Act 1995</i></p> <p><i>Local Government (Model Code of Conduct) Regulations 2021</i></p> <p>Draft CEO Standards and Guidelines</p> <p>Plans/Strategies/Policies/Processes City of Kwinana Employee Code of Conduct</p>

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

Employee Code of Conduct



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Our Vision

A unique and liveable City, celebrated for and connected by its diverse community, natural beauty and economic opportunities.



Our Mission

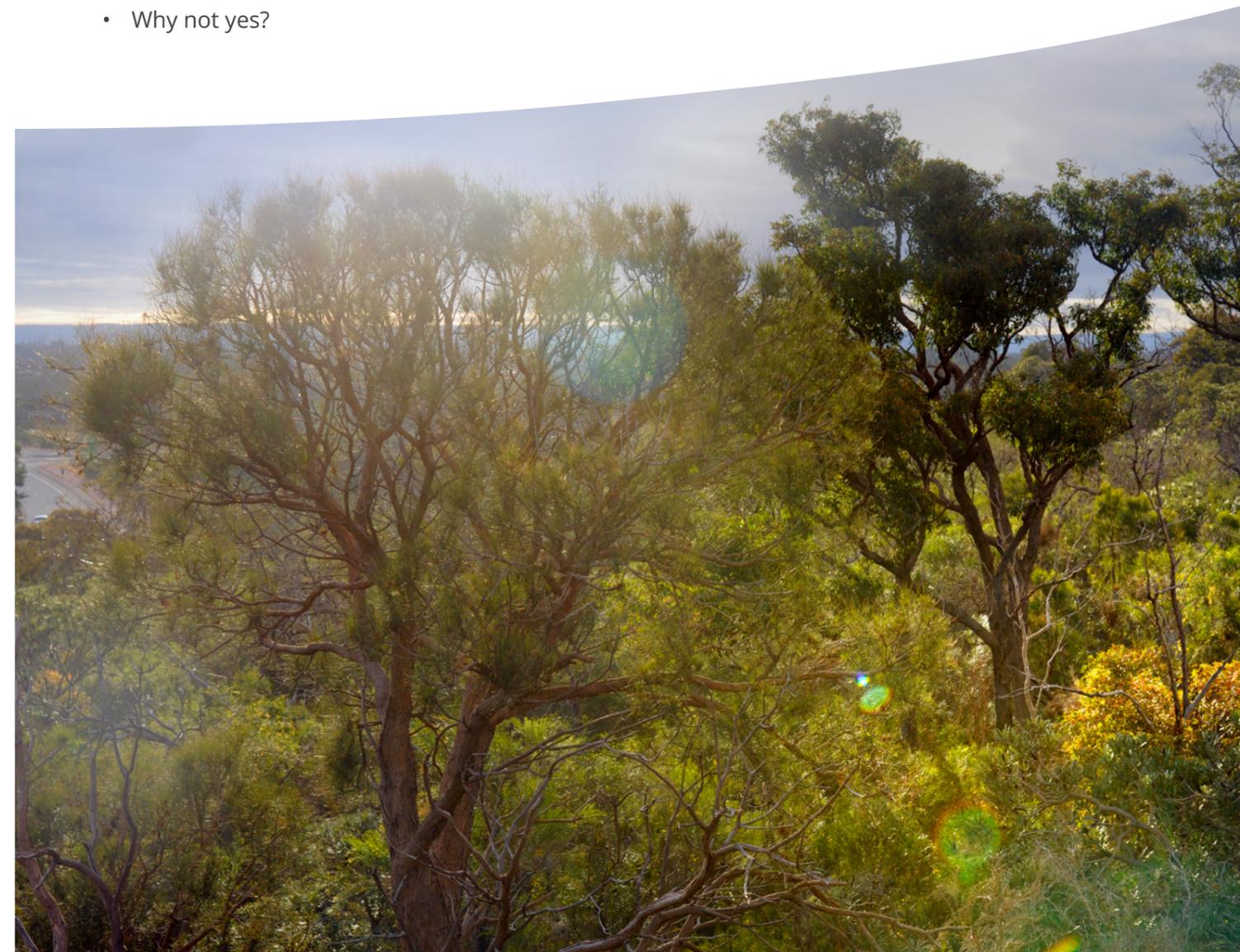
To retain and enhance Kwinana's unique character by sustainably supporting and developing its community, economy and environment.



Our Values

The City of Kwinana's staff values are:

- Lead from where you stand
- Act with compassion
- Stand strong, stand true
- Trust and be trusted
- Make it fun
- Why not yes?





Message from the Chief Executive Officer

As one of the metropolitan local governments in Western Australia, the City of Kwinana (City) plays a crucial role in the development and maintenance of its local community infrastructure and services. Although it largely operates as an autonomous entity, the City is accountable to its local community and works in collaboration with other levels of government, particularly in relation to the planning and development demands. Exemplary standards of ethical behaviour are expected from both Elected Members and employees who serve the community on Council or as officers of the City. It is vitally important all Elected Members, employees, contractors, volunteers and consultants understand what the City expects of them in terms of personal and professional conduct and behaviour whilst carrying out their public duties, functions and responsibilities. This Code of Conduct has been prepared specifically for employees, contractors, volunteers and consultants, noting, there is a separate Code of Conduct for Elected Members.

The Code of Conduct assists and guides employees to determine what appropriate and acceptable ethical standards of behaviour to apply in various circumstances. The standards set by this Code of Conduct are high and the City expects them to be met.

Employees should refer to the Code of Conduct for general guidance or when faced with an ethical dilemma. The Code of Conduct sets limits of behaviour that seek to preserve the integrity of public service and decision making in local government. It guides those who carry out public duties to conduct themselves with propriety and respect for others at all times.

I trust the Code of Conduct will provide assistance in achieving and maintaining the high standards of ethical behaviour the City expects of employees to deliver to the community and each other.

Wayne Jack

Chief Executive Officer



Definitions

Act	means the <i>Local Government Act 1995</i> .
Activity involving a local government discretion	means an activity – (a) that cannot be undertaken without an authorisation from the local government; or (b) by way of a commercial dealing with the local government.
Associated person	means a person who – (a) is undertaking or seeking to undertake an activity involving a local government discretion; or (b) it is reasonable to believe, is intending to undertake an activity involving a local government discretion.
Breach	means a breach of the Code.
CEO	means the Chief Executive Officer of the City.
City	means the City of Kwinana.
Code	means the City's Code of Conduct for Employees.
Code of conduct	means a code of conduct under section 5.51A of the Act.
Conflict of Interest	means a situation in which a person's professional decision making ability could be, or could reasonably be seen to be, influenced by their personal interests.
Corruption and Crime Commission	means the Commission established under section 8 of the <i>Corruption, Crime and Misconduct Act 2003</i> .
Council	means the Council of the City of Kwinana.
Employee	means a person – (a) employed by a local government under section 5.36(1) of the Act; or (b) engaged by a local government under a contract for services; and does not include the CEO.
Gift	(a) has the meaning given in section 5.57 of the Act; but (b) does not include – (i) a gift from a relative as defined in section 5.74(1); or (ii) a gift that must be disclosed under the <i>Local Government (Elections) Regulations 1997</i> regulation 30B; or (iii) a gift from a statutory authority, government instrumentality or nonprofit association for professional training; or (iv) a gift from WALGA, the Australian Local Government Association Limited (ABN 31 008 613 876), the Local Government Professionals Australia WA (ABN 91 208 607 072) or the LG Professionals Australia (ABN 85 004 221 818).
Interest	(a) means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest; and (b) includes an interest arising from kinship, friendship or membership of an association.
Notifiable Gift	means any gift whereby the value is between \$50 and \$300 and/or the total value of gifts received from the same source within a twelve month period does not exceed \$300.
Prohibited Gift	(a) a gift worth the threshold amount or more; or (b) a gift that is 1 of 2 or more gifts given to the local government employee by the same person within a period of 12 months that are in total worth the threshold amount or more.
Threshold amount,	for a prohibited gift, means \$300 or a lesser amount determined under regulation 19AF.

Introduction

Why have codes of behaviour?

Section 5.51A of the Act requires the CEO to prepare and implement a code of conduct to be observed by employees of the local government.

The Code has been prepared specifically for employees, contractors, volunteers and consultants (noting there is a separate Code of Conduct for Elected Members, Committee Members and Candidates and standards for the CEO).

Who does the Code apply to?

The Code is relevant for all employees of the City, which incorporates the City's volunteers, consultants and contractors.

The Code provides employees clear guidelines for the standard of professional conduct and behaviour expected of them in carrying out their functions and responsibilities.

The Code addresses in a concise manner the broader issue of ethical responsibility and encourages greater transparency and accountability. It encourages a commitment to ethical and professional behaviour and outlines principles on which individual and collective local government responsibilities may be based.

The Code is complementary and in addition to the principles adopted in the *Public Sector Management Act 1994*, the *Local Government Act 1995* and Regulations which incorporate four fundamental aims:

- 1) better decision making by local governments;
- (2) greater community participation in the decisions and affairs of local governments;
- (3) greater accountability of local government to their communities; and
- (4) more efficient and effective local government.

Employees are obliged to conduct themselves in accordance with the Code and the City's policies and procedures.

Key Principles

The Code is based on the following key principles:

Integrity

Employees must not place themselves under any financial or other obligation to any individual or organisation that might reasonably be thought to influence them in the performance of their duties.

Leadership

Employees have a duty to promote and support the key principles of leading by example and to maintain and strengthen the public's trust and confidence in the integrity of the City (this means promoting public duty to others in the City and community, by their own ethical behaviour).

Selflessness

Employees have a duty to make decisions solely in the public interest (this means making decisions because they benefit the public, not because they benefit the decision maker). Employees must not act in order to gain financial or other benefits for themselves, their family, friends or business interests.

Objectivity

Employees must make decisions solely on merit and in accordance with their statutory obligations when carrying out public business. This includes the making of appointments, awarding of contracts, approving applications of matters that affect a third party or recommending individuals for rewards or benefits (this means fairness to all; impartial assessment; merit selection in recruitment and in purchase and sale of the City resources; considering only relevant matters).

Accountability

Employees are accountable to the public for their decisions and actions and must consider issues on their merits, taking into account the views of others and basing decisions on relevant and factually correct information. (This means recording reasons for decisions; submitting to scrutiny; keeping proper records; establishing audit trails).

Openness

Employees have a duty to be as open as possible about their decisions and actions, giving reasons for decisions and restricting information only when the wider public interest clearly demands (this means recording, giving and revealing reasons for decisions; revealing other avenues available to the client or business; when authorised, offering all information; communicating clearly).

Honesty

Employees have a duty to act honestly. They must declare any private interests relating to their public duties and take steps to resolve any conflicts arising in such a way that protects the public interest (this means obeying the law; adhering to Council Policies and City procedures; observing the Code of Conduct; fully disclosing actual or potential conflict of interests and exercising any conferred power strictly for the purpose for which the power was conferred).

Respect

Employees must treat others with respect at all times (this means not using derogatory terms towards others, observing the rights of other people, treating people with courtesy and recognising the different roles others play within local government decision making).

This standard requires that they treat other people as individuals with rights to be honoured and defended, and also to assist these people to claim their rights if they are unable to do it for themselves. The City encourages honest relationships by being truthful and sincere when dealing with others.

Justice

Employees must treat people fairly, without discrimination, and with rules that apply equally to all (this means they must ensure that opportunities and social benefits are shared equally among individuals, including equitable outcomes for disadvantaged people. They must uphold the local laws of the City and also comply with relevant State and Commonwealth legislation).

Beneficence

Employees must do for others what they would like done for themselves – that they do good and not harm, to others. They must be aware that the strong have a duty of care to the weak, dependant and vulnerable and to uphold the rights of those who are unable to do so. They shall contribute to the well-being of individuals and society by exercising due diligence and duty of care to others.



Ethical Obligations

Behaviour

Appropriate/inappropriate behaviour

All employees must treat each other and members of the public in a respectful, professional, fair and courteous manner at all times in the workplace. Conduct should contribute towards creating and maintaining a supportive work environment.

The expected behaviours of employees in the workplace takes into consideration the City's staff values.

Inappropriate behaviour in the workplace is taken extremely seriously and will not be tolerated.

The City has an obligation to fully investigate all allegations of inappropriate behaviour and/or misconduct in a fair and timely manner and will do so in line with the City's Disciplinary Actions policy.

The expectation of employee's personal behaviour details that the employee shall:

- perform their duties impartially and in the best interest of the City uninfluenced by fear or favour;
- act in good faith (i.e. honestly, for the proper purpose, and without exceeding their powers) in the interests of the City and the community;
- when dealing with any person or organisation who has, or may have, dealings with the City, or any ratepayers or residents, explain whether they are representing the City, or whether they are acting on an individual basis. If acting as an individual basis, employees cannot speak on behalf of the City or offer Council's support for a position;
- not make any allegations which are improper or derogatory (unless true and in the public interest) and refrain from any form of conduct, in the performance of their official or professional duties, which may cause any reasonable person unwarranted offence or embarrassment;

- ensure that any comments they make when acting in an official capacity are pertinent to the business of the local government and are not made maliciously or without regard as to whether they represent the truth;
- always act in accordance with their obligation of fidelity to the City;
- act at all times when representing the City (which includes while wearing City branded clothing) in a manner that will not adversely reflect on Council or bring the City into disrepute;
- whilst conducting City business, adhere at all times to a standard of dress and personal hygiene which is neat, responsible and consistent with community expectations and normal business practices; and
- not defame or cast aspersions on an elected members', committee members' or employee's commitment, contribution or competence.

Reference
Policy – HR – Disciplinary Action

Professional Standards

Corporate image and Style

A standard corporate image reflects the City's professionalism.

The City's corporate brand must be reflected consistently in all published materials. The corporate style guide contains information on the City's logo and communication. To ensure consistency is maintained in all communications, the City's Style Guide must be followed when writing and formatting letter, emails, internal reports, agenda and communications. The style guide includes information on how to access standard templates. Employees must ensure all corporate documents are prepared using these standard templates.

Reference
Style Guide

Dress Standards

To establish and maintain a professional and positive public image, employees are to ensure compliance with occupational safety and health standards:

- Compulsory corporate uniform must be worn by employees, including casual employees, who have been identified in the City's uniform policy as required to wear compulsory uniforms;
- Employees are expected to maintain a minimum standard of "smart business" attire, dressing suitably and modestly for the business working environment;
- The wearing of protective personal clothing/equipment and safety footwear where is compulsory; and
- Employee name badges must be worn at official functions and meetings.

References
Policy – HR – Employee Uniforms

Customer Service Standards

Policy – HR - PPE

Performance of duties

While at work or performing City duties, employees shall apply themselves solely to the performance of their duties and responsibilities. This includes employees permitted to work from home by prior arrangement. Employees should not use work time and facilities to undertake activities in relation to their personal, private, business or commercial interests such as sporting clubs, political organisations, hobbies and the like.

All employees are expected to meet agreed performance standards and objectives. The City's Staff Development Review (SDR) provides a formal platform to record agreed performance goals and measures, engage in regular feedback and guidance, provide support for knowledge and skill development, and reward for achievements. It is expected that employees will endeavour to continually improve their performance.

Employees will:

- While on duty, give their whole time and attention to the local government's business and ensure that their work is carried out efficiently, economically and effectively in accordance with their position description responsibilities and duties, Council Policies and corporate objectives;
- Demonstrate loyalty and commit to the unconditional acceptance and support of all Council decisions and lawful instructions from the CEO;
- At all times ensure that their standard of work and conduct reflects favourably both on them and the City, and is in accordance with the City's Customer Service Charter and Customer Service Standards;
- Be encouraged to develop networks with the local government industry, to encourage and assist their peers and promote goodwill between local governments;
- Be expected to question, review and revise work practices and procedures to seek continuous improvement opportunities and to account for the organisation's statutory compliance. Regardless of 'instruction', statutory requirements are the principal power.; and
- Be encouraged to self-report legislative non-compliance when identified to improve the level of compliance and assist in minimising reoccurrences.

Reference
Policy – HR – Flexible Working Arrangements and Working from Home

Customer Service Standards

Employees are expected to deliver a high level of customer service to members of the community at all times, in a friendly, respectful, professional and courteous manner.

If an employee is unable to assist a member of the public or staff with a request, then the matter should be referred to the relevant person or department for help.

Reference
Customer Service Standards

Respecting and valuing diversity

The City recognises respect and diversity and is committed to continuously working towards integrating the principles of Equal Employment Opportunity (EEO) into its strategies and day-to-day work practices. Employees are expected to treat each other and members of the public with respect and value each other's diversity as well as diversity in the community.

The City seeks to provide and maintain a work environment that is safe. Behaviours involving discrimination, bullying and harassment pose a risk of injury or harm to employees and will not be tolerated.

The City's Workplace behaviour policy details the expectations and obligations of employees.

References

Occupational Safety and Health Act 1984

Fair Work Act 2009 (Cth)

Equal Opportunity Act 1984

HR – Policy – Workplace Behaviour – Harassment, Discrimination and Bullying.

Occupational Health and Safety and Risk Management

The City is committed to providing and maintaining a safe and healthy workplace for all staff, contractors, volunteers and members of the public.

The Chief Executive Officer, Directors, Managers, Coordinators and Supervisors must ensure that their staff and others working on behalf of the City know the relevant safety standards and statutory obligations.

When at work, an employee must:

- Take reasonable care for their own health and safety, including the use of personal protective equipment (PPE).
- Take reasonable care for the health and safety of persons who may be affected by the employee's acts or omissions in the workplace.
- Cooperate with respect to any action taken by the City to establish and maintain occupational health and safety systems and procedures.

- Must not intentionally or recklessly interfere with or misuse anything provided at the workplace in the interests of health and safety.
- Report any safety hazard or incident immediately to their Supervisor/Coordinator, Manager or OSH representative.

References

Occupational Safety and Health Act 1984

HR – Policy – Occupational Safety and Health (OSH)

Social Media Guidelines

The framework and guidelines for using Social Networking sites for both the employee's personal use and referencing their employment are detailed in the City's policy.

Reference

HR – Policy – Social Media – Personal Use

Use of City Resources

Overview

Employees will:

- be honest in their use of the local government's resources and shall not misuse them or permit the misuse (or the appearance of misuse) by any other person or body;
- use the local government resources entrusted to them effectively, economically and lawfully in the course of their duties;
- not use the local government's facilities, materials, funds, equipment or resources (including the services of employees) for private purposes (other than in the case of employees, when supplied as part of a contract of employment), unless properly authorised to do so, and appropriate payments are made (as determined by the CEO);
- use City resources ethically, effectively, efficiently and carefully in the course of their public or professional duties, and must not use them for private purposes unless this use is lawfully authorised and proper payment is made where appropriate;

- be scrupulous in the use of City property, including intellectual property, official services and facilities and should not permit their misuse by any other person of body;
- avoid any action or situation which could create the impression that City property, official services or public facilities are being improperly used for your own or any other person or body's private benefit or gain;
- not convert any property of the City to their own use unless properly authorised; and
- not use the City's computer or telecommunications resources to excess or to search for, access, download or communicate any material of an offensive, obscene, pornographic, threatening, abusive or defamatory nature.

Security

Security protocols exist to protect employees and the City's assets and information and must be observed.

The City's corporate information system has levels of security set to prevent unauthorised access.

Employees must keep building access cards or issued keys in a safe place at all times. Cards and/or keys must not be misused and should not be lent on loan to others. Lost cards must be reported immediately to Asset Management Services. Lost keys must be reported to Facility Management.

Records and freedom of information

Employees must ensure all records are securely maintained and recorded in the City's document management system. The records must be factual, accurate, current and not misleading. Documents should not be removed from files. Employees should not include content in records which is personal, subjective or otherwise inappropriate.

Employees must assist the public to access documents unless they are confidential, privileged or otherwise restricted for public distribution. Information should be made

available in a timely manner in accordance with the City's record keeping policy and the cost adopted in the annual fees and charges. Local government is also bound by the *State Records Act 2000* to make information such as City policies readily available to the public.

Employees should make themselves aware of the requirements imposed on local government by the requirements of the *Freedom of Information Act 1992* and the *State Records Act 2000*.

References

City of Kwinana – Record Keeping Plan

Freedom of Information Act 1992

State Records Act 2000

Access to information

The City must provide access to the documents available under section 5.92 of the Act to all members of the public, and to elected members. The City must also provide elected members with information sufficient to enable them to carry out their civic functions.

Employees have an obligation to provide full and timely information to elected members about matters that they are dealing with, in accordance with City procedures.

Intellectual property

Copyright and intellectual property rights which attach any product or service created in the course of employment confer with the City unless explicitly agreed otherwise. For example, if a City employee designs a program as part of their employment, the City will own any intellectual property rights which attach to the program. This means the designer will be unable to sell those rights unless the City gives permission to do so.

Employees must not appropriate, misuse or exploit the City's intellectual property. This includes deliberately copying written or electronic information for improper use.

Emails

Information obtained from the internet and via email during the course of employment must be used appropriately, with due care and consideration and in accordance with all confidentiality requirements.

Before being granted access to the City's electronic systems, employees must have a clear understanding of the IT Acceptable Use policy. The email address assigned to employees is intended for work purposes only and should not be divulged as a contact address for organisations involved in non-work related matters.

Correspondence generated from email addresses remains the property of the City. All emails which are part of the City's corporate records should be profiled in accordance with the City's Recording Keeping plan.

Careful consideration should be given to the tone and content used in email correspondence. Incorrect use could offend or be misinterpreted. It may be that email is not the most appropriate way to communicate in some circumstances and thought should be given to the most appropriate way to communicate. It may be that a formal memo or telephone call would be more appropriate.

Reference

Policy – HR – ICT Acceptable Use

Internet access

Use of the internet by employees is restricted to what is considered acceptable. Examples of acceptable use includes:-

- Using it for business activities necessary to carry out job functions;
- Communicating between staff and suppliers;
- Reviewing web sites for product information;
- Referencing regulatory or other technical information; and
- Carrying out research and other work related information searching which are relevant to job function.

Further information, including details of what is considered unacceptable use of the internet, can be found in the ICT Acceptable Use policy. If an inappropriate site is accessed

inadvertently, the IT Helpdesk should be notified immediately so further access can be blocked.

Disciplinary action may be enforced against those who use the internet for unacceptable purposes.

References

Policy – HR – ICT Acceptable Use

Policy – HR – Disciplinary Action

Financial Responsibility

Employees who are required to handle public monies as part of their duties and/or the City's finances must act with diligence and integrity and are expected to be familiar with the requirements of the *Local Government (Financial Management) Regulations 1996*, including those provisions relating to unlawful conduct and penalties.

Employees who expend money on behalf of the City must retain a record of all receipts and documents as proof of expenditure. They must also comply with all City policies and audit directives regarding the City's finances.

References

Policy – HR – Police Clearance

Local Government (Financial Management) Regulations 1996

Purchasing

The CEO has on-delegated authority to positions to purchase goods and services on behalf of the City. Those exercising the authority must:

- Conform with the purchasing threshold requirements detailed in the Procurement Policy;
- Be scrupulously honest in dealings with suppliers; and
- Conduct all business with suppliers fairly and with integrity.

Reference

Policy – Council - Procurement

Competitive tendering and contracting

Public Sector Standards ensure consistency and fairness is maintained when consultants and contractors are engaged for local government contracts. Recruitment, employment and management of contracts or consultants must conform to these standards.

The Acts and Regulations provide a process for tenders which must be followed for the purchase of goods or services. In addition, the provisions of the Procurement Policy must be followed in respect of tenders and contracts.

Contracts for professional services must be made following the purchasing procedures under the *State Supply Commission Act 1991*.

References

Policy – Council - Procurement

State Supply Commission

www.finance.gov.au

Western Australia Local Government Association: Preferred Supplier Directory

CUA - Commonwealth User Agreement

Use of City assets

The City will provide allocated positions with additional resources/assets to ensure the incumbent is fully equipped to carry out the duties of their position. Employees, who use, are in possession of and/or operate City assets are responsible for the assets and must ensure they are protected from damage and kept secure at all times.

The use of City assets include (but are not limited to):

- City vehicles/plant, machinery and equipment;
- Mobile phones; and
- Other electronic devices such as iPads etc.

Use of City vehicles/plant, machinery and equipment

The use of all City vehicles is subject to the City Vehicle's policy. Employees who use City vehicles are responsible for being aware of and understanding this policy and agree to abide by the terms and conditions of use.

Employees are expected to pay attention and use care when operating any City vehicle. Any motor vehicle accident that occurs due to an employee's misuse, careless and/or inattentive driving will be fully investigated.

Reference

Policy – HR – City Vehicles



Use of Mobile Phones/Personal electronic devices

Mobile phones and other personal devices are provided to allocated employees to assist them in carrying out their public duties. They are primarily for this purpose; however, may be used for reasonable personal use.

Excessive personal or inappropriate use will be dealt with in line with the Disciplinary Action policy. Employees issued with a mobile phone or other personal device are expected to familiarise themselves with the ICT Acceptable Use policy.

References

Policy – HR – ICT Acceptable Use

Policy – HR – Disciplinary Action

Travelling and sustenance expenses

Employees will only claim or accept travelling and sustenance expenses arising out of travel related matters which have a direct bearing on the services, policies or business of the local government in accordance with local government policy and the provision of the Act.

Employees attending conferences and training should do so in accordance with the HR - Learning and Development Policy.

Reference

Policy – HR – Learning and Development

Corporate hospitality

Employees who spend public funds to entertain must do their utmost to ensure the expenditure meets the genuine need arising from public duty.

Employees must have entertainment expenses approved by a Director prior to incurring the expense. The level of appropriate expense will depend on the position incurring it and the purpose of the entertainment.

References

Policy – HR – Catering

Policy – HR – Drug and Alcohol



Communication and Official Information

Confidentiality

Confidential information includes (but is not limited to) all strictly confidential or confidential information that may come to an employee's knowledge during or as a result of an employee's employment, its business/strategic plans, finances, other employees, members of the public, suppliers or other information that has been disclosed by a third party.

Employees:

- (i) will not use confidential information to gain improper advantage for themselves or for any other person or body, or in ways which are inconsistent with their obligation to act impartially, or to improperly cause harm or detriment to any person or organisation;
- (ii) must only access information needed for official business;
- (iii) must protect confidential information;
- (iv) must not use confidential information for personal purposes or for any non-official purpose;
- (v) must only release confidential information if they have authority to do so; and
- (vi) must only use confidential information for the purpose it is intended to be used.

Using information or position

Employees will on occasions be privy to confidential, privileged or sensitive information. Under no circumstances should this information be divulged or used inappropriately to gain a direct or indirect advantage, financial or otherwise for employees or any other person or body. Employees should conduct themselves in a professional and appropriate manner at all times. The inappropriate use of information or abuse of position constitutes a breach.

Reference

Policy – HR – Disciplinary Action

Employee/Elected Member Relationships

Elected Members and employees' roles are determined in the Act.

Elected Members:

- are the strategic decision makers in local government, rather than managers or administrators;
- must refrain from dealing directly with employees about administrative matters; and
- must refrain from publicly criticising employees in a way that may bring their professional reputations into disrepute.

Employees enable the functions of local government and Council to be performed.

Elected Members' role is to focus on strategic direction and policy decisions.

Employees, under the direction of the CEO, implement those decisions.

Reaching a consensus on a decision is achieved by working collaboratively to meet the objectives of the Strategic Community Plan.

Elected Members may only contact the relevant director or CEO's delegate on specific matters. The relevant director may authorise further contact with specific employees.

Media Contact

In accordance with the Act, the spokesperson for Council is the Mayor and with the Mayor's authorisation, the CEO, either of whom may make a statement on behalf of the Council and the City. (Note: the City's Communication and Marketing Business Unit maybe requested to assist in the drafting of an appropriate response).

All media enquiries must be referred to the City's Communication and Marketing team.

Reference

Policy – HR – Digital Communications and Social Media

Conflicts of Interest, Gifts and Benefits

Secondary employment

Additional employment outside of the City may place employees at risk of being conflicted or impeded in the ability to carry out their public duties impartially.

Secondary employment refers to all paid and unpaid work, whether it is with another organisation, operating a business, volunteering, maintaining a professional practice or consultancy and for being a director for an organisation. This may include voluntary activities and if those activities have the potential to affect employment in the City, they are required to be reported.

Employees who are considering engaging in employment outside the City (including employment breaks during leave) must follow the secondary employment process before doing so. Employees should also ensure that they maintain their responsibilities as per Occupational Safety and Health Management requirements.

Reference

Policy – HR – Secondary Employment

Conflict of Interest

Employees will ensure that there is no actual or perceived conflict of interest between their personal interests and the impartial fulfilment of their professional duties.

Employees need to consider any close personal or private interests that may conflict, or be perceived to conflict with their public duty.

It is almost inevitable employees will have a conflict of interest at some point. These conflicts of interest must be recognised and dealt with accordingly to avoid any conflict or perceived conflict of interest, particularly when decision making is required.

The Act and Regulations provide information to employees on what is or is not an interest and when an interest should be disclosed. The obligation under the Act to disclose extends

to those who provide advice or a report to the City.

It is the employee's responsibility to identify and disclose conflicts of interest. If an employee is in doubt as to whether a conflict exists, they must raise the issue with their Manager.

Employees who exercise a recruitment, regulatory, inspectorial or other discretionary function must make disclosure before dealing with closely associated persons, close relatives or close friends and, whenever possible, or in doubt, should disqualify themselves from dealing with those persons. This disclosure must be made in writing to their Director and Chief Executive Officer.

An employee should ensure that their interests are disclosed at the time they are asked to commence any work toward providing advice or a report, rather than after they have completed work on preparing the advice or report. In any case, disclosure of interest is required to occur as soon as the person becomes aware that they have a conflict of interest.

Employees who have an interest in any matter in respect of which they are providing advice or a report to Council on, they must declare the nature of such interest before the matter is progressed. If an employee is attending a Council or committee meeting and has an interest they must declare in writing to the CEO before or at the meeting immediately before discussed. The disclosure can be excused if the employee did not know or could not reasonably be expected to know of the interest. The CEO will ensure the chair and any people in attendance that they are suitably notified prior to the progression of the matter.

Employees that have been delegated a power or duty must not exercise such power or discharge the duty in the event they have an interest in the matter and must disclose the nature of such interest to the CEO as soon as practicable.

Appointment to Boards and Committees

Prior to an employee being appointed to an external board or committee, the employee is required to disclose any conflict of interest.

Apolitical and impartial

Employees should remain uninvolved in the politics which is an inevitable part of public business. Decisions may involve having regard to political factors; however, they should not be inappropriately influenced by political considerations. Rather decision-making should be based primarily on the relevant facts, consideration of the merits, be open, accountable and fair. Decisions involving contract, appointments or tenders should be impartial and in accordance with statutory obligations and policy considerations.

Responsive and accountable

The City conducts its operations in accordance with sound business principles. Its processes must reflect best practice with a focus on customer service and providing best value to the community. Regard must always be given to involving the community in decision-making and upholding the democratic values that are inherent to the system of local government. These principles are incorporated into all decisions made by Elected Members and employees.

Gifts

Acceptance of notifiable gifts require the employee to adhere to and comply with the provisions of this Code.

An employee who accepts a Notifiable Gift from an associated, must within 10 days of accepting the notifying the CEO of the acceptance. (This is completed through the Attain software system).

The criteria for notifiable gift(s) is if the value of the gift is between \$50 and \$300 and/or if there is more than one gift from the same party within a twelve month period the total value does not exceed \$300.

If the gift has a value of \$50 or less (including moderate acts of hospitality), the employee should keep their own record of the gift. This is due to receipt of additional gifts (from the same source and total exceeds \$50) which will then be required to be disclosed and/or recorded in Attain (the City's register).

An employee must not accept a prohibited gift (s) from an associated person.

Any records relating to acceptance of a gift will be recorded in accordance with the City's policies and procedures.

Reference

Please refer to Attachment A, page 20.

Implementation, Review and Compliance

Misconduct, corruption and fraud

The term "misconduct" has a particular and specific meaning under section 4 of the *Corruption, Crime and Misconduct Act 2003*. Part 1 Division 1, section 4.

This includes, but is not limited to the following:

- corruptly acting or failing to act in the performance of a public officer's employment;
- corruptly taking advantage of the public officers employment to gain advantage or cause detriment;
- committing an offence punishable by 2 or more years' imprisonment.

Fraud is defined by Australian Standard AS8001-2008 as:

- 'dishonest activity causing actual or potential financial loss to any person or entity including theft of moneys or other property by Employees, or persons external to the entity and where deception is used at the time, immediately following the activity. This also includes the deliberate falsification, concealment, destruction or use of falsified documentation used or intended for use for a normal business purpose or the improper use of information or position for personal financial benefit'.

Corruption is defined by Australian Standards AS8001-2008 as:

- ‘dishonest activity in which an employee or contractor of an entity acts contrary to the interests of the City and abuses their position of trust in order to achieve some personal gain for themselves or for another person or entity.’

Employee misconduct may take the form of (but not limited to) any of the following:

- misappropriation of funds
- theft of government assets, including information
- using significant time at work for private purposes
- taking unrecorded leave
- obtaining employment under false pretences by falsely claiming to have the required qualifications leaving the designated work area before the completion of the shift without permission
- falsifying of timesheets
- poor attendance and/or timekeeping
- failure to attend rostered shift or duties without appropriate notification, or repeated lateness in reporting to work or returning from breaks
- smoking in prohibited areas
- unacceptable or poor work performance, and/or failing to meet the inherent requirements of the position
- inappropriate behaviour towards a colleague and/or member of the public
- off-duty conduct that may, in any way, diminish the reputation or business prospects of the City
- failure to follow a reasonable instruction from a supervisor/manager
- careless or negligent action that could endanger an employee’s own safety or the safety of others
- fighting, or any acts of violent or physical threatening behaviour while on duty
- sleeping while on duty
- use of/ or being under the influence of drugs/alcohol while on duty
- misuse of City property/assets
- any disclosure of confidential information relating to the City

- inappropriate use of the internet
- failure to disclose actual or potential conflicts of interest, and
- violation or disregard for the Code or any other City policy, management practice or procedure.

Employees have a responsibility not to engage in misconduct or to act corruptly or fraudulently, to actively prevent or detect these activities and to immediately report them.

Any allegation of misconduct will be investigated in line with the City’s Disciplinary Action policy.

References

Corruption, Crime and Misconduct Act 2003

AS8001-2008

Policy – HR – Disciplinary Action

Whistle-blower protection

The *Public Interest Disclosure Act 2003* (PID Act) applies to disclosures of public interest information. Public interest information means information that –

- relates to the performance of a public function by a public authority, public officer or public sector
- contractor (either before or after the commencement of the PID Act); and
- shows or tends to show that a public authority, a public officer, or a public sector contractor is, has been or proposes to be involved in;
 - improper conduct; or
 - an act or omission that constitutes an offence under a written (State) law; or
 - substantial unauthorised or irregular use of, or substantial mismanagement of, public resources or;
 - an act done or omission that involves a substantial and specific risk of –

- injury to public health; or
- prejudice to public safety; or
- harm to the environment; or
 - a matter of administration that can be investigated under section 14 of the *Parliamentary Commissioner Act 1971* by the Parliamentary Commissioner (Ombudsman Western Australia).

A commonly accepted definition for/name being “whistleblowing” is the disclosure by organisation members (former or current) of illegal, immoral or illegitimate practices.

The *Corruption, Crime and Misconduct Act 2003* provides protection for witnesses who voluntarily report allegations of misconduct or corrupt conduct to the Corruption and Crime Commission.

The CEO has an obligation to ensure employees who report illegal or unacceptable behaviour are not in any way comprised, disadvantaged or persecuted.

The City will appoint suitable trained officers as Public Interest Disclosure Officers who will be available to report any such unacceptable behaviour to, ensuring that the employee is not anyway disadvantaged or victimised due to making a report.

References

Corruption, Crime and Misconduct Act 2003

Public Interest Disclosure Act 2003

Alcohol and drugs

Employees are obliged to present themselves for work in a fit state so that while carrying out normal work activities they do not expose themselves, their co-workers or the public to unnecessary risks to safety and health.

The City’s Drug and Alcohol policy sets out employee obligations in detail.

References

Policy – HR – Drug and Alcohol

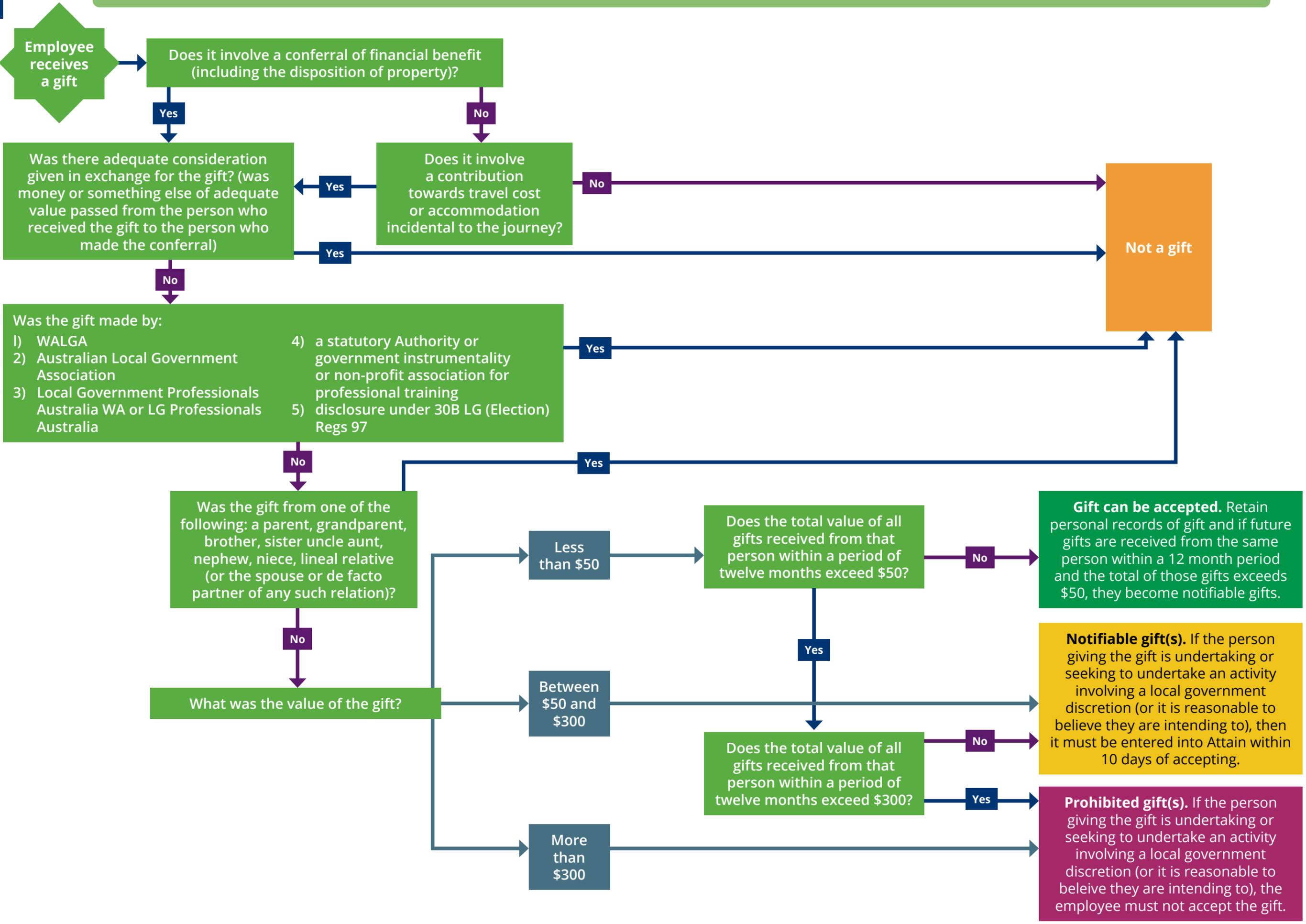
Policy – HR – Disciplinary Action

Compliance to the Code

All employees, on induction, are required to make a declaration to comply with City’s Code of Conduct.

- Any employee having concerns with regard to an actual, perceived, potential, intended or unintended breach of either the specific provisions or the spirit of the Code of Conduct, or any provisions of the Act, Regulations or local laws, should discuss those concerns with the Chief Executive Officer where such matters relate to elected members, committee members or employees, or the Mayor in the case of matters involving the Chief Executive Officer.







ADMINISTRATION

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19 Notices of motions of which previous notice has been given

Nil

20 Notices of motions for consideration at the following meeting if given during the meeting

Nil

21 Late and urgent Business

Nil

22 Reports of Elected Members

22.1 Deputy Mayor Peter Feasey

Deputy Mayor Peter Feasey reported that he had participated in the dawn driveway ANZAC Service.

23 Answers to questions which were taken on notice

Nil

24 Mayoral Announcements

Mayor Carol Adams reported that she had participated in the interviews of the Independent Audit and Risk Committee Member.

The Mayor mentioned that she had attended the Rotary Club of Kwinana's 50th Anniversary Dinner.

The Mayor advised that she had attended the Leda Primary School for its Anzac Day Ceremony and that she had laid a wreath on behalf of the City of Kwinana.

The Mayor reported that she had participated in a media opportunity with Mr Reece Whitby MLA for Baldivis in his role as Small Business Minister, as well as Mr David Eaton the Small Business Commission and Mr Sunil Shrestha, owner of Bliss Momos in Wellard.

The Mayor mentioned that she had participated in the South Metropolitan Zone Meeting along with the Chief Executive Officer (CEO) and Councillors Lee and Rowse.

24 MAYORAL ANNOUNCEMENTS

The Mayor advised that on 20 April – 22 April 2021 she had participated in a South West local government road trip with the CEO and Economic Development and Advocacy Manager and visited the following locations:

Shire of Collie

Discussion with the CEO about their Town's 'reinvention' with various Adventure walk Trails and art project (murals) mountain bike trails and walk paths. Discussion on trail funding, signage, business development (bike shops, rentals) Marketing of Collie "Trails Town" and trail maintenance and volunteer maintenance programs.

City of Bunbury

Discussion with Mayor, CEO and executive officers in relation to its regional sports facility, IT systems, Westport outcome and tour of the Bunbury Motor Museum and discussion with facility Manager in relation to whether Kwinana could replicate a similar concept as a potential tourist attraction.

Shire of Nannup

Meeting with CEO and Economic Development and Advocacy Manager in relation to the Shire's Trails Master Plan process and community consultation. Discussion and tour of "Tank 7 & 8" mountain biked trails with the project manager, including how they have integrated bike trail coaching and education for school children and the benefits they have found and impact on the Town with having the trails program and funding models.

Shire of Augusta Margaret River

Meeting with the Mayor, Deputy Mayor, CEO and Executive to discuss trails and tourism opportunities, inspection of the Wooditjup Trail, meeting with David Wilcox from "Common Ground", a renowned Mountain and Adventure Trail designer, inspection of the Margaret River "Heart' Art Centre.

The Mayor passed on her thanks to the CEO and Executive for their prompt responses to the recent COVID 19 Lockdown and the measures put in place to communicate the City's response in implementing the State Government and WA Health Department requirements.

25 Confidential items

COUNCIL DECISION

413

MOVED CR P FEASEY

SECONDED CR S WOOD

That, in accordance with Section 11.7 of the City of Kwinana *Standing Orders Local Law 2019*, Council move behind closed doors to allow discussion of the Confidential Items.

CARRIED
7/0

The meeting went behind closed doors at 6:07pm.

12.1 Chief Executive Officer Performance and Remuneration Review 2020/21 – Appointment of Appraisal Agent and Schedule of Review

This report and its attachments are confidential in accordance with Section 5.23(2)(a) of the Local Government Act 1995, which permits the meeting to be closed to the public for business relating to the following:

- (a) a matter affecting an employee or employees; and

COUNCIL DECISION

414

MOVED CR P FEASEY

SECONDED CR M ROWSE

That Council:

1. Appoint John Phillips, from John Phillips Consulting as the appraisal agent (as detailed in Attachment A), to undertake the performance and remuneration review of the Chief Executive Officer for 2020/2021.
2. Adopt the following approximate time line for the CEO's Performance Review process:
 - a. Thursday 8 April to Thursday 1 July 2021: Appraisal Agent conducts surveys and interviews, commencing 17 June 2021, with Elected Members regarding the Chief Executive Officer's performance against Key Performance Indicators.
 - b. Monday 19 July 2021 Executive Appraisal Committee Meeting Agenda:
 - i. Receive report from the Appraisal Agent on the review of existing Key Performance Indicators and agree on formal feedback to be provided to the Chief Executive Officer.
 - ii. Consider remunerative data in preparation for the Chief Executive Officer remuneration negotiations.
 - c. Monday 2 August 2021 Executive Appraisal Committee Meeting Agenda:
 - i. Formally endorse the final feedback summary report and note any comments by the Chief Executive Officer.
 - ii. Set the remuneration and the 2021/2022 Performance KPIs for the Chief Executive Officer.
 - iii. Authorise the Mayor to execute the variations to the Chief Executive Officer's contract.

CARRIED
7/0

25.1 OneCouncil Project – Allocation of additional funds and review of vendor contract

This report and its attachments are confidential in accordance with Section 5.23(2)(c) of the Local Government Act 1995, which permits the meeting to be closed to the public for business relating to the following:

- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting; and

COUNCIL DECISION

415

MOVED CR P FEASEY

SECONDED CR M ROWSE

That Council:

1. Resolves to authorise the Chief Executive Officer to negotiate and execute a contract with TechnologyOne on behalf of the City for:
 - a. the implementation and subscription of the TechnologyOne OneCouncil Software as a Solution product; and
 - b. the end of the current contract with TechnologyOne for the implementation and subscription of the OneCouncil on premise, conditional on the Mayor and Chief Executive Officer being satisfied that the contract presents good value for money, and informs the Audit and Risk Committee and Council by memorandum, prior to award of contract;
2. Approve the additional funds required for the completion of the project through the of borrowing of the required funds and note the intent to borrow from the Refuse Reserve; and
3. Note the estimated go live of phase 1 of the project is at the end of 2021, and phase 2 of the project towards the end of 2023.

CARRIED
7/0

NOTE: That the Officer Recommendation was amended by Council at point 1 to enhance oversight of contract negotiations through the inclusion of a condition requiring the Mayor to be satisfied the contract represents good value for money, and the requirement for a memorandum to be sent to the Audit and Risk Committee, in addition to the Council.

COUNCIL DECISION

416

MOVED CR P FEASEY

SECONDED CR S WOOD

That Council return from Behind Closed Doors.

CARRIED
7/0

The meeting returned from behind closed doors at 6:39pm.

26 Close of meeting

The Mayor declared the meeting closed at 6:40pm.