

# Ordinary Council Meeting

24 February 2021

## Minutes



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

Agendas and Minutes are available on the City's website [www.kwinana.wa.gov.au](http://www.kwinana.wa.gov.au)

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## **Present:**

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

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

Members of the Press 1  
Members of the Public 0

## **1 Opening and announcement of visitors**

*Presiding Member declared the meeting open at 5:30pm 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 Dennis Wood 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."*

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

### **Apologies**

Councillor Merv Kearney

### **Leave(s) of Absence (previously approved):**

Nil



## 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 10 February 2021:

#### COUNCIL DECISION

359

MOVED CR S LEE

SECONDED CR P FEASEY

That the Minutes of the Ordinary Meeting of Council held on 10 February 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

Nil

## 9 Requests for leave of absence

#### COUNCIL DECISION

360

MOVED CR M ROWSE

SECONDED CR P FEASEY

That Councillor Wendy Cooper be granted a leave of absence from 26 February 2021 to 2 March 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**

Nil

**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 Accounts for payment for the month ended 31 January 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 January 2021, as required by the *Local Government (Financial Management) Regulations 1996*.

#### OFFICER RECOMMENDATION:

That Council:

1. Accepts the list of accounts, totalling \$5,296,641.59, paid under delegated authority in accordance with Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996* for the period ended 31 January 2021, as contained within Attachment A.
2. Accepts the detailed transaction listing of credit card expenditure paid for the period ended 31 January 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	\$ 43,837.19
Cheque Payments #201040 to #201041	\$ 766.00
EFT Payments #4136 to #4148	\$ 3,984,257.14
Payroll Payments 10/01/21 and 24/01/21 and Interim Payroll Payment 10/01/21	\$ 1,267,781.26
<b>Total Attachment A</b>	<b>\$ 5,296,641.59</b>

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

**18.1 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 31 JANUARY 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.



**18.1 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 31 JANUARY 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

18.1 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 31 JANUARY 2021

**COUNCIL DECISION**

**361**

**MOVED CR D WOOD**

**SECONDED CR P FEASEY**

**That Council:**

- 1. Accepts the list of accounts, totalling \$5,296,641.59, paid under delegated authority in accordance with Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996* for the period ended 31 January 2021, as contained within Attachment A.**
- 2. Accepts the detailed transaction listing of credit card expenditure paid for the period ended 31 January 2021, as contained within Attachment B.**

**CARRIED  
7/0**

# Payment Listing

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

Payee	Invoice	Description	Amount
<b>Automatic Deductions</b>			
Go Go On-Hold Pty Ltd	00045611	On hold phone message system January 2021	198.00
Commonwealth Bank	060121A	Credit card Functions Officer to 050121	119.80
Commonwealth Bank	060121B	Credit card Executive Assistant to 050121	38.00
Commonwealth Bank	060121C	Credit card Economic Development and Advocacy Manager to 050121	5.05
Commonwealth Bank	060121D	Credit card Director City Development and Sustainability to 050121	357.95
Commonwealth Bank	060121E	Credit card Director City Infrastructure to 050121	4,200.00
Commonwealth Bank	060121F	Credit card Chief Executive Officer to 050121	327.20
Commonwealth Bank	060121G	Credit card A/Manager Customer and Communications to 050121	5,087.04
Commonwealth Bank	060121H	Credit card Director City Engagement to 050121	5,966.00
Commonwealth Bank	060121I	Credit card Manager Human Resources to 050121	3,907.68
BP Australia Pty Ltd	11376583	Fleet Fuel 011220 to 311220	14,238.15
iinet Technologies Pty Ltd	124209247	Monthly internet charges for Jan 21	589.93
Windcave Pty Ltd	1632504	Monthly service fees Dec 20	55.00
Ampol Australia Petroleum Pty Ltd	0301910198	Fleet fuel 011220 to 311220	5,620.69
TPG Internet Pty Ltd	I253280273	Kwinana South Station internet connection	59.99
Fines Enforcement Registry	26988460	Lodgement fee for unpaid infringements	462.00
Fines Enforcement Registry	27014508	Lodgement fee for unpaid infringements	77.00
Fines Enforcement Registry	27040240	Lodgement fee for unpaid infringements	539.00
Wright Express Australia Pty Ltd	62	Fleet fuel 301120 to 211220	654.66
iinet Technologies Pty Ltd	705363760	Monthly internet charges for Bertram Community Centre	79.99
Toyota Fleet Management	850575	Fleet management services January 2021	1,194.07
TPG Internet Pty Ltd	I252838954	Mandogalup Station internet connection	59.99
<b>Total Automatic Deductions</b>			<b>-43,837.19</b>
<b>Cheques</b>			
City Of Kwinana - Pay Cash	050121 Library	Petty cash recoup to 080121 Library	79.85
City Of Kwinana - Pay Cash	180121Admin	Petty cash recoup to 140121 Admin	183.00
	070121FDC	Petty cash recoup to 101220 Bright Futures	423.20
	180121 - Library	Petty cash recoup to 180121 Library	79.95
<b>Total Cheques</b>			<b>-766.00</b>
<b>EFT</b>			
EFT TRANSFER: - 04/01/2021			207,713.26
Australian Services Union	PY01-14-Aust Ser	Payroll Deduction	284.90
	PY01-14-Aust Ser	Payroll Deduction	62.78
Australian Taxation Office	PY99-13-Australi	PAYG tax withheld	312.00
	PY99-14-Australi	PAYG tax withheld	654.00
	PY01-14-Australi	PAYG tax withheld	194,406.00
Maxxia Pty Ltd	PY01-14-Maxxia P	Payroll Deduction	1,018.24
	PY01-14-Maxxia P	Payroll Deduction	1,071.83
Health Insurance Fund of WA (HIF)	PY01-14-Health I	Payroll Deduction	1,004.55
City of Kwinana - Xmas fund	PY01-14-TOK Chri	Payroll Deduction	7,410.00
Child Support Agency	PY01-14-Child Su	Payroll Deduction	1,099.19
LGRCEU	PY01-14-LGREC U	Payroll Deduction	389.50
	PY01-14-LGREC U	Payroll Deduction	0.27
EFT TRANSFER: - 06/01/2021			74,660.62
Bright Futures Family Day Care - Pa	211220 to 271220	FDC Payroll 211220 to 271220	33,504.90
	281220 to 030121	FDC Payroll 281220 to 030121	18,292.70
Bright Futures In Home Care - Payro	281220 to 030121	IHC Payroll 281220 to 030121	22,863.02
EFT TRANSFER: - 07/01/2021			861,907.73

# Payment Listing

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

Payee	Invoice	Description	Amount
FE Technologies Pty Ltd	1008816	RFID automated return and sorting system for Library	13,534.95
Carol Wanslea	1765732	Refund bond on Frank Konecny Room	300.00
Stacey Janine Hobbins	04January2021	CPA Australia Membership 2021 as per employment contract	720.00
Saket Digvijay Podisetty	A/N24517	Crossover subsidy rebate	548.10
Couples for Christ Australia	1719962	Refund bond on Wellard Pavilion	300.00
Margaret Rodriguez	8.4	Rates Refund	833.63
Department of Communities	1789439	Refund bond on Frank Konecny Centre	1,000.00
Travis Hayto Photography	00002040	Video promotion for Recquatic gym	550.00
	00002024	Photography service for the Lolly Run	618.75
Andrea Carroll Harold	22December20	Paint for playgroup mural	161.35
Dowsing Group Pty Ltd	15044	Posts for speed signs at various sites	13,336.40
Cyclus Australia	INV-1456	Provision of staff for Lolly Run	490.89
	INV-1462	Provision of staff for Lolly Run	455.82
	INV-1465	Provision of staff for Lolly Run	619.45
	INV-1466	Provision of staff for Lolly Run	638.22
	INV-1470	Provision of staff for Lolly Run	420.75
	INV-1474	Provision of staff for Lolly Run	420.75
DNR Contracting Pty Ltd	1246	Drainage works Leath Rd and Beard St	2,728.00
	1245	Regrading shoulders on Stefanelli Cl	10,496.20
Centrepont Church	1726222	Refund bond on Calista Oval	1,000.00
GoodStart Childcare	1715309	Bond refund The Patio	100.00
Red Oxygen Pty Ltd	C100206490-50966	Licence and message charges 271020 to 261220	45.32
Mackie Plumbing and Gas Pty Ltd	196285	Repair leak to urn at City Operations	692.42
	196250	Install water tank at Kwinana Adventure Playground	3,454.00
	196248	Backflow test at Margaret Feilman Centre	125.13
Dr Lawrence Terace Practice	00007337	Medical fees 071220	2,970.00
	00007338	Medical fees 161220	2,970.00
Rocky Loo	01	Painting of mural for playgroup building	1,600.00
Farjad Ather	1789879	Bond refund Medina Hall	2,000.00
	24December20	Cancellation of hire for Medina Hall	248.30
Jeffrey Peter Forward	8.4	Rates Refund	388.61
Grand Century Construction Pty Ltd	A/N21063	Crossover subsidy rebate	548.10
Ashlee Bond	A/N23609	Crossover subsidy rebate	365.40
Sarah Adeline Matthews	A/N22616	Crossover subsidy rebate	548.10
Raquel Ann Pottier	A/N23657	Crossover subsidy rebate	548.10
Bannerworld	SOTT5178	Ezyskinz media wall and bunting Community Services	1,087.90
Perth Pentecoastal Assembly Inc	1792120	Refund bond on Ken Jackman Hall	2,000.00
Joyce Elise De Guzman De Castro	1774325	Refund bond on Ken Jackman Hall	1,000.00
Thomas Ranimol	1780824	Refund bond on Medina Hall	2,000.00
Amy Hinds	1771781	Refund bond on The Patio	100.00
Ashleigh Johnson	1792411	Refund bond on The Patio	100.00
Dejah Koroheke	1735562	Refund bond on The Patio	100.00
Gemma Sharman	1789430	Refund bond on The Patio	100.00
George Campbell	1789057	Refund bond on The Patio	100.00
Jarrod John Tonkin	1789063	Refund bond on The Patio	100.00
Jessica Landless	1763801	Refund bond on The Patio	100.00
Kathryn Pritzkow	1735410	Refund bond on The Patio	100.00



# Payment Listing

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

Payee	Invoice	Description	Amount
Kylie Walling	1783176	Refund bond on The Patio	100.00
Madiha Habib	1765441	Refund bond on The Patio	100.00
Marilla House Community Centre	1763491	Refund bond on The Patio	100.00
Michael Chlopek	1789439	Refund bond on The Patio	100.00
Samantha Thomas	1789220	Refund bond on The Patio	100.00
Shannoea Sharp	1698155	Refund bond on The Patio	100.00
Shira Nancarrow	1728631	Refund bond on The Patio	100.00
Kaitlin Schmitt-Dickinson	1783286	Refund bond on The Patio	100.00
	04January2021	Hire fees refunded due to cancellation from fires	39.00
Australia Post	1010192730	Agency commission fees to 030121	602.83
Telstra	1548725500Dec20	Feilman Building to 130121	19.25
Trisley's Hydraulic Services Pty Lt	100203360	Install chlorine leak detectors at Recquatic	33,550.00
	100203356	New receiver for chlorine gas shed at Recquatic	1,430.00
Water Corporation of Western Austra	9000354002Dec20	74U BMX track amenities	284.99
Westbooks	316746	Adult Library books	14.79
	318803	Adult Library books	351.67
	318795	Junior Library books	56.32
	318794	Junior Library books	21.56
	318804	Adult Library books	433.46
	318799	Adult Library books	14.79
	318798	Junior Library books	13.31
	318797	Adult Library books	32.35
	318801	Adult Library books	54.53
	318800	Adult Library books	18.57
	318802	Adult Library books	75.45
	318793	Junior Library books	68.00
Western Power Corporation	CORPB0526745	Street lighting for Mulligan Way Orelia	4,413.00
	CORPB0527239	Install lights on Leath Rd	128,925.00
Kyocera Document Solutions Australi	90131359	Copy costs Dec City Leadership Team	103.82
	90131362	Copy costs Dec Library staff	110.09
	90131365	Copy costs Dec Admin Finance	125.95
	90131368	Copy costs Dec Depot Admin	52.51
	90131371	Copy costs Dec Depot Demountable	56.05
	90131374	Copy costs Dec John Wellard Centre	57.15
	90131377	Copy costs Dec Banksia Park	87.69
	90131380	Copy cost Dec Darius Wells	14.51
	90131383	Copy costs Dec Creche	44.22
	90131360	Copy costs Dec Community Centre Team	41.60
	90131363	Copy costs Dec The Zone	261.37
	90131366	Copy costs Dec Admin Governance	192.62
	90131369	Copy costs Dec Recquatic	338.87
	90131372	Copy costs Dec Library public	46.88
	90131375	Copy costs Dec Admin Records	342.56
	90131378	Copy costs Dec Darius Wells Reception	19.34
	90131381	Copy costs Dec William Bertram Community Centre	21.33
	90131382	Copy costs Dec Depot Mechanics	12.24
	90131379	Copy cost Dec John Wellard Staff	29.47
	90131376	Copy costs Dec Bertram Community	28.47
	90131373	Copy costs Dec Admin CSO	42.68
	90131370	Copy costs Dec Family Day Care	407.08
	90131367	Copy costs Dec Admin Planning	436.47
	90131364	Copy costs Dec Zone staff	29.87
	90131361	Copy costs Dec Incubator ICT	75.46

# Payment Listing

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

Payee	Invoice	Description	Amount
Cornerstone Legal	17783	Legal fees matter No 005285	4,527.13
Compleat Angler & Camping World -	20-00031642	PFD's for Recquatic Swim School	788.85
Synergy	334820750Dec20	958U Shop 24/40 Meares Ave	382.01
	676621320Dec20	4234U Feilman Building lift and security lighting	1,322.43
	345401020Dec20	6U Feilman Building (DFES)	1,702.50
	126641430Dec20	923U Lights Robbos Way carpark	356.55
	254890320Dec20	13U Rushbrooke Park	114.41
	334678810Dec20	0U Shop 23/40 Meares Ave	107.00
	473346610Dec20	1365U Wellard Park	381.28
	151880770Dec20	271U Carpark lighting	244.10
	254890650Dec20	28U Malden Park BBQs	118.72
	558638440Dec20	360U Challenger/Bertram entry statement	210.34
	970964040Dec20	636U Feilman Building ground floor	289.58
	114826050Dec20	797U Industrial s/scapes Kwinana Beach	302.89
	829280210Dec20	1133U Street lights	423.35
	824098750Dec20	2454U Thomas Road entry	811.46
	221037310Dec20	1432U Thomas Oval Pavilion	519.92
	256732610Dec20	756U Hoyle Park	327.70
	516172020Dec20	2692U Gilmore Ave pump 1 near Thomas	517.47
	461218120Dec20	791U Nye Way retic	308.84
	819683070Dec20	634U Carpark lighting	292.68
	526240500Dec20	1561U Thomas Road Pump 2	391.06
	861503150Dec20	3546U Medina Oval	693.73
	113658350Dec20	223U Hennessy Park	174.70
	272150100Dec20	377U Prince Regent Gate Reserve	250.33
	219451580Dec20	510U Price Parkway bore	253.40
	925767370Dec20	930U Gilmore Ave retic	344.95
	884861450Dec20	5146U Callistemon Court	947.29
	277773560Dec20	3466U Banksia Park	1,109.34
	331026880Dec20	771U Daybreak Park bore	328.33
	169027380Dec20	0U Gemstone/Johnson entry lighting	107.00
	187992920Dec20	1344U Bertram Road bore	492.81
	543072120Dec20	1858U Gilmore Ave pump 2	443.26
	169026580Dec20	2666U Gemstone Parade bore	872.31
	450583710Dec20	2458U Bertram Oval	499.51
	312758410Dec20	558U Epidote/Emerald Park	267.18
	882732750Dec20	0U Harrison Way	114.37
	700373810Dec20	476U Rutherford Park	251.01
	185126570Dec20	192U Borthwick Park retic	169.49
	285940430Dec20	3490U Rhodes Park	788.88
	223615720Dec20	1458U Banksia Park Clubhouse	532.91
	685078510Dec20	191U Gawler Way	169.20
	098975100Dec20	1558U Sandringham Park	441.36
	219451200Dec20	533U Sulphur Rd bore	260.01
	168917550Dec20	3420U Wells Park toilets	697.57
	219451010Dec20	1292U Millbrook Ave bore	477.88
	191359550Dec20	2706U Ridley Park	517.92
	157165580Dec20	1036U Thomas Oval Pavilion lights	404.39
	192738060Dec20	0U Price Parkway landscape flood lights	107.00
	412205870Dec20	0U Oakley Hollow	107.00
	652922630Dec20	529U Model Railways changerooms	258.85
	845563650Dec20	5U BBQ Apex Park	108.43
	382919470Dec20	194U Medina Centre Reserve	162.69
	766868640Dec20	530U Smirks Cottage	259.14
	165493420Dec20	145U Smirks Museum	148.62
	282690350Dec20	4723U Casuarina/Wellard station/hall/bore	1,462.80
	566336000Dec20	0U Millar Rd fire pump	107.00

# Payment Listing

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

Payee	Invoice	Description	Amount
	224882670Dec20	1002U Little Rascals	394.64
Prestige Catering & Event Hire	INV-2216	Staff Christmas breakfast	4,563.80
	INV-2215	Catering 161220	418.00
GlobalX Information Services Pty Lt	PSI0188274	Legal name search for Dec 20	71.28
ZircoData Pty Ltd	ZDW0155053	Offsite storage pick up and retrieval to 251220	1,132.78
ABCO Products	646043	Cleaning items for Recquatic Centre	173.27
Bunnings Building Supplies	2163/01505561	Painting equipment for Recquatic	72.78
	2163/01603809	Building items for Facilities Department	94.02
Ixom Operations Pty Ltd	6330420	Chlorine gas Recquatic	1,035.89
Neverfail Springwater	121161	Bottled water for Admin Building	70.20
	121801	Bottled water for Admin Building	62.40
	172922	Bottled water for Admin Building	63.36
	173601	Bottled water for Admin Building	55.44
	967562	Bottled water for Admin Building	62.40
Wilson Security Pty Ltd	W00270732	Banksia Park emergency call out 091220	116.05
	W00271247	Callistemon Court security patrols to Dec 20	889.19
CSR Gyprock Fibre Cement WA	919244270	Supatone panel for Recquatic Centre	278.22
Downer EDI Works Pty Ltd	6010096	Supply deliver and apply asphalt Leath Road	61,744.65
	6010097	Supply deliver and apply asphalt Leath Road	44,933.72
	6010098	Supply deliver and apply asphalt Leath Road	224,028.86
	6010074	Supply deliver and apply asphalt Wandi Drive	73,651.81
	6010001	Asphalt 7mm Gran AC50B	80.10
Bolinda Publishing Pty Ltd	216477	Audio and large print books for Library	158.31
Chadson Engineering	A0090725	Recquatic calibration of Palintest	352.00
Outsource Business Support Solution	00001621	Temp staff week ending 030121	13,576.20
City of Rockingham	114523	Tip fees to 091220	10,010.58
Western Maze Pty Ltd	00001148	Green waste collection area 3	16,020.39
Clever Designs	24237	Staff uniforms for Recquatic	671.66
MRP Osborne Park-General Pest/Termi	96544	Termite treatment various sites	6,500.00
Infiniti Group	510604	Consumables for Recquatic	780.77
Winc Australia Pty Ltd	9034716341	Stationery items Human Resources	238.61
	9034719317	Stationery items ICT	93.61
ED Property Services	00001670	Banksia Park Clubhouse replace downpipe	187.00
	00001669	Callistemon U72 repairs to leaking roof	968.00
JB Hi-Fi Rockingham	503154438-100	Apple TV for Recquatic gym	223.99
Department of Planning -DAP	DAP/20/01910	DA9850 Lot 520 Orton Road Casuarina	10,486.00
Fire & Emergency Services, Dept of	05January2021	ESL collections for December 2020 Option A	55,301.39
Accord Security Pty Ltd	00025406	Alarm attendance for various facilities Dec 20	1,208.90
	00025405	Cash handling services for Dec 20	726.00
Zenien Pty Ltd T/as ATFT Astuta Tru	18172	Power shield defender for Medina UPS	548.90
Woolworths Group Limited	4024058	Items for City Operations	21.64
	1604873728	Payment for credit note issued twice	30.00
	4024051	Items for Admin Building	37.14
	3870519	Items for Light up the Square event	61.25
	78531088	Cafe Splash food items	151.83
	79164005	Cafe Splash food items	355.20
	78698327	Cafe Splash food items	253.15
	3870525	Promotional vouchers for Recquatic	250.00
	78049495	Cafe Splash food items	394.45
	78231709	Cafe Splash food items	333.78

# Payment Listing

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

Payee	Invoice	Description	Amount
Elexacom	112780	Callistemon Villas relocate poles	4,285.27
	112786	Replace lights at Darius Wells Centre	1,861.62
	112657	RCD testing Bright Futures	77.00
Gregs Glass	10493	Replace broken window at John Wellard	715.00
	10507	Banksia V3 replace shower screen panel	440.00
Australia Post	1010131527	Postage for period ending 301120	8,862.90
HP Financial Services Pty Ltd	100001261368	Monthly payment contract 5389066248AUS2 for Feb 21	15,829.24
	100001262090	Monthly payment contract 5389066248AUS1 for Feb 21	2,216.50
Challenger Veterinary Hospital	95810	Animal services 171220	110.00
Starbucks Flooring	INV-000762	Banksia V27 replace vinyl to laundry	150.00
K Mart	266975	Travel mugs for Bright Futures	15.00
The Smart Security Company P/L	Q11982	Banksia Park V69 medi minder monitoring	4,939.55
Simonne Camille Welsh	8.4	Rates Refund	156.31
Sienna Properties Pty Ltd	8.4	Rates Refund	575.88
Les Mills Australia	1106349	Les Mills licence fee Dec 20	982.37
Bertram Punjabi Club Inc	1791918	Refund bond on Orelia Oval	300.00
Fridgair Industries Pty Ltd	36804	Inspect fridge at Thomas Kelly Pavilion	220.00
McLeods	116863	Legal fees matter 45243	303.38
	116864	Legal fees matter 45415	1,996.37
Lo-Go Appointments	00422868	Temp staff week ending 191220	2,708.22
	00422867	Temp staff week ending 191220	1,767.52
	00422866	Temp staff week ending 191220	1,706.75
Natsales Advertising Pty Ltd	00344774	Advertising litter bin housing	1,732.50
KM Coffee 2 You	0015	Staff coffees for City Operations	90.00
EFT TRANSFER: - 07/01/2021		Payment reversal creditor #12736	-300.00
EFT TRANSFER: - 11/01/2021			379,171.13



# Payment Listing

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

Payee	Invoice	Description	Amount
SuperChoice	December2020-01	Superannuation-December2020-01	261,437.05
	December2020-03	Superannuation-December2020-03	6,711.04
	December2020-06	Superannuation-December2020-06	1,665.82
	December2020-07	Superannuation-December2020-07	4,758.05
	December2020-13	Superannuation-December2020-13	833.71
	December2020-14	Superannuation-December2020-14	15,676.15
	December2020-16	Superannuation-December2020-16	853.71
	December2020-17	Superannuation-December2020-17	29,041.46
	December2020-18	Superannuation-December2020-18	2,689.50
	December2020-21	Superannuation-December2020-21	3,346.58
	December2020-22	Superannuation-December2020-22	456.96
	December2020-24	Superannuation-December2020-24	1,030.98
	December2020-28	Superannuation-December2020-28	446.30
	December2020-29	Superannuation-December2020-29	292.53
	December2020-30	Superannuation-December2020-30	1,342.11
	December2020-32	Superannuation-December2020-32	3,322.63
	December2020-41	Superannuation-December2020-41	59.30
	December2020-48	Superannuation-December2020-48	657.47
	December2020-49	Superannuation-December2020-49	1,115.67
	December2020-50	Superannuation-December2020-50	2,597.60
	December2020-54	Superannuation-December2020-54	2,718.93
	December2020-55	Superannuation-December2020-55	4,912.97
	December2020-56	Superannuation-December2020-56	1,761.91
	December2020-58	Superannuation-December2020-58	1,484.12
	December2020-59	Superannuation-December2020-59	1,547.19
	December2020-60	Superannuation-December2020-60	1,534.84
	December2020-61	Superannuation-December2020-61	775.00
	December2020-63	Superannuation-December2020-63	423.34
	December2020-64	Superannuation-December2020-64	1,147.89
	December2020-66	Superannuation-December2020-66	705.45
	December2020-70	Superannuation-December2020-70	883.44
	December2020-72	Superannuation-December2020-72	1,462.11
	December2020-73	Superannuation-December2020-73	1,016.28
	December2020-75	Superannuation-December2020-75	436.65
	December2020-76	Superannuation-December2020-76	44.70
	December2020-79	Superannuation-December2020-79	1,665.84
	December2020-81	Superannuation-December2020-81	1,200.02
	December2020-83	Superannuation-December2020-83	1,828.20
	December2020-84	Superannuation-December2020-84	155.49
	December2020-85	Superannuation-December2020-85	1,193.04
	December2020-89	Superannuation-December2020-89	2,519.07
	December2020-90	Superannuation-December2020-90	1,373.66
	December2020-91	Superannuation-December2020-91	1,316.13
	December2020-92	Superannuation-December2020-92	2,522.63
	December2020-94	Superannuation-December2020-94	3,293.46
	December2020-95	Superannuation-December2020-95	451.17
	December2020-96	Superannuation-December2020-96	369.29
	December2020-97	Superannuation-December2020-97	777.97
	December2020-98	Superannuation-December2020-98	496.75
	December2020-99	Superannuation-December2020-99	250.50
	December2020B-03	Superannuation-December2020B-03	134.01
	December2020B-14	Superannuation-December2020B-14	42.16
	December2020B-17	Superannuation-December2020B-17	224.93
	December2020B-18	Superannuation-December2020B-18	167.37
EFT TRANSFER: - 13/01/2021			52,464.14
Bright Futures Family Day Care - Pa	040121 to 100121	FDC Payroll 040121 to 100121	37,306.15
Bright Futures In Home Care - Payro	040121 to 100121	IHC Payroll 040121 to 100121	15,157.99

# Payment Listing

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

Payee	Invoice	Description	Amount
EFT TRANSFER: - 14/01/2021			212,006.50
Australian Services Union	PY01-15-Aust Ser	Payroll Deduction	275.98
	PY01-15-Aust Ser	Payroll Deduction	71.70
Australian Taxation Office	PY01-15-Australi	PAYG tax withheld	195,043.00
Maxxia Pty Ltd	PY01-15-Maxxia P	Payroll Deduction	1,110.47
	PY01-15-Maxxia P	Payroll Deduction	1,292.58
	100329020201231	Employee net ITC for 011220 to 311220	360.17
Health Insurance Fund of WA (HIF)	PY01-15-Health I	Payroll Deduction	1,004.55
City of Kwinana - Xmas fund	PY01-15-TOK Chri	Payroll Deduction	7,440.00
Child Support Agency	PY01-15-Child Su	Payroll Deduction	1,099.19
Easifleet	141315	Novated lease charges 010121	3,919.09
LGRCEU	PY01-15-LGREC UI	Payroll Deduction	379.51
	PY01-15-LGREC UI	Payroll Deduction	10.26
EFT TRANSFER: - 14/01/2021			575,901.28

# Payment Listing

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

Payee	Invoice	Description	Amount
Nilfisk Pty Ltd	PRI0003548	Rental of battery floor scrubber Recquatic Dec 20	660.00
	PRI0003621	Rental of battery floor scrubber Recquatic Jan 21	660.00
Oakford Agricultural & Garden Suppl	85915	Mulch for Banksia Park	494.00
Canon Production Printing Australia	1513894	Colorwave 3500 scanner charges Dec 20	288.75
Shred-X Pty Ltd	01547061	Exchange and destroy secure document bins	50.60
The Kwinana Local	562565-1	Items for Bola Maara Advisory group meeting	108.00
Wheelie Clean	7684	Rubbish bin clean for Admin Building	267.52
	7685	Rubbish bin clean for Darius Wells	369.38
Paint Industries	62570	Eco green graffiti remover	816.75
Retech Rubber	00003421	Repair hole in soft fall at Millbrook Park Bertram	302.00
	00003433	Repair hole in soft fall at Thomas Oval playground	275.00
Michael Colyer	1782600	Refund bond on The Patio	100.00
AHA Consulting Pty Ltd	2950	Community Engagement framework review 141220	1,694.00
	2917	Community Engagement framework review 111120	1,694.00
Technifire 2000	24227	Install emergency warning system KWN1934	5,065.35
Strategic DCP Consulting	029	DCP consulting services for DCA's	858.00
Port Printing Works	INV061684	Staff business cards	39.60
	INV061748	OMG A2 posters	81.40
Meta Maya Group	G42003155	Asbestos inspection Medina Ave	495.00
Leaf Bean Machine Pty Ltd	00084123	Items for Cafe Splash Recquatic	349.79
	00082805	Items for Cafe Splash Recquatic	224.16
	00083493	Items for Cafe Splash Recquatic	385.00
Kleenheat	3985391	Monthly gas charges various locations December 20	4,762.90
Sonic Health Plus	2228554	Pre-employment medical assessment 241220	198.00
Gavin Wade Scott	0037	Welding of ladder to tipper truck	300.00
Turf Care WA Pty Ltd	INV-1779	Supply and apply wetting agent various locations	4,489.78
	INV-1777	Supply and apply fertiliser to various locations	5,073.26
	INV-1775	Supply and apply fertiliser to various locations	6,685.48
	INV-1776	Supply and apply fertiliser to various locations	7,981.76
	INV-1774	Supply and apply fertiliser to various locations	4,027.81
AAA Asphalt Surfaces	00006518	Pallet of cold mix delivered to Depot	1,182.50
Micah Walker	12January21	2020 Lyrik Educational Scholarship payment	800.00
Matthew James Walsh & Tracy Marie W	12January20	2020 Lyrik Educational Scholarship payment	375.00
Holcim (Australia) Pty Ltd	9407306813	14mm concrete for Calista Ave	376.20
Cyclus Australia	INV-1481	Provision of staff for Lolly Run	490.89
Monique Robinson	12January21	2020 Lyrik Educational Scholarship payment	400.00
Free Reformed Soccer League	Refund	Overpayment adjusted invoice Seasonal tenancy 2020	1,220.87
Jennifer Lee Marslen	08January21	Reimbursements for various activities	188.55
All Flags Signs & Banners	67005	Installation of new lamp post wraps	2,776.40
Evangeline Laugher	12January21	2020 Lyrik Educational Scholarship payment	400.00
Mackie Plumbing and Gas Pty Ltd	I96331	Repairs to public toilets at Challenger Beach	136.71
	I96332	Repair tap in change room at Recquatic	122.01
	I96339	Repairs to ATU system at Wandi Pavilion	199.82
	I96316	Repair blocked toilet at Chisham Oval	363.23
	I96325	Repairs to toilet at Rhodes Park	73.70
	I96333	Callistemon U12 unblock pipes in laundry	183.00
	I96319	Banksia V17 unblock toilet drainage	195.97
	I96321	Callistemon U53 investigate blocked toilet	177.55
	I96326	Banksia Clubhouse install new toilet system	1,848.00

# Payment Listing

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

Payee	Invoice	Description	Amount
	196322	Banksia V38 replace flexi hose	101.37
	196323	Bamksia V11 replace laundry taps and water filter	388.72
	196327	Callistemon U20 repair kitchen tap	266.19
	196318	Callistemon U72 repair burst water pipe	150.65
As Clean As A Whistle	00000506	Retirement Village cleaning Dec 20	819.50
Rota Moulding WA Pty Ltd	39941	Update trailer specification 1TVS467	825.00
	39942	Modifications to water carriage trailer	715.00
	39935	Water trailer Honda	10,230.00
Australian HVAC Services Pty Ltd	59103	Repairs to air conditioner at Mandogalup Brigade	242.00
	59173	Adjustment to air conditioner for Darius Tenant	1,097.80
	59219	Replace PC board at Parmelia House	960.00
	59224	Investigate suspected leak at Recquatic from ACU	268.95
Sweets on The Run	COK002	Christmas staff breakfast 161220	428.00
Octagon Lifts Pty Ltd	50084	Lift servicing at various facilities	5,072.10
	50085	Lift emergency phone management various sites	3,894.00
Free Believers In Christ Fellowship	1792411	Refund bond on Hovea Room	300.00
Bethany Bryce	06January21	Cancellation of The Patio booking 100121	39.00
	1737709	Refund bond on The Patio	100.00
Wellard Hospitality Pty Ltd	8.9	Rates Refund	1,608.80
Gregory John Donaldson	8.9	Rates Refund	1,255.99
Philip Samuel Cossington	8.9	Rates Refund	5,100.00
Jesara Clark	1772331	Bond refund on The Patio	100.00
Tanika Kay	1794605	Refund bond on The Patio	100.00
Maricel Torres Prado	1792570	Refund bond on Ken Jackman Hall	1,000.00
Justin Neil Crossley	1792411	Refund bond on The Patio	100.00
Simon Heim	1791918	Refund bond on The Patio	100.00
Nooshin Rasool	1780281	Refund bond on The Patio	100.00
Courtney McIntosh	1800800	Refund bond on The Patio	100.00
Tejinder Singh	1789430	Refund bond on The Patio	100.00
Dee Fontaine	1738204	Refund bond on The Patio	100.00
	1738204	Refund bond on The Patio	100.00
Joe-Luc Berville	1774603	Refund bond on The Patio	100.00
Stirling Bay Holding Pty Ltd	8.9	Rates Refund	1,034.37
Philippa Amy Du Plessis	12January20	2020 Lyrik Educational Scholarship payment	300.00
Tammy Marie Bogaers	12January20	2020 Lyrik Educational Scholarship payment	300.00
Anastasia Zekanovic	12January20	2020 Lyrik Educational Scholarship payment	800.00
Kylie Trent	12January21	2020 Lyrik Educational Scholarship payment	375.00
Satellite Security Services	IV010177	Repairs to alarm at Business Incubator	206.80
	IV010213	Replace external siren and signs Thomas Oval Pavilion	327.80
Sportsworld Of WA	139169	Assorted swim goggles for Recquatic	1,477.30
St John Ambulance Australia (WA) In	FAINV00677885	First aid training 291220	160.00
Sunny Sign Company Pty Ltd	448234	No Through Road signs	108.90
	448237	No Parking sign and wheel stopper for Incubator	139.15
Telstra	1355246271Dec20	Mobile device whole organisation Dec 20	9,432.71
	0335568200Dec20	Banksia Park Clubhouse to 141220	44.85
	9385375010Jan21	Internet and data to 240121	2,491.62
Toll Transport Pty Ltd	0410-T221490	Courier charges	77.37
T-Quip	97612#12	Various items for City Operations	2,164.90



# Payment Listing

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

Payee	Invoice	Description	Amount
	97611#7	Tyres for vehicle TOK001	424.30
	97890#12	Complete driveshaft deck	1,341.10
Twights Plumbing Pty Ltd	G5334	Banksia V17 replace valve on hot water system	868.75
Western Australian Local Government	I3085404	Short course booking April 21	1,045.00
	I3085403	Short course booking March 21	688.00
	I3085402	Short course booking March 21	688.00
Water Corporation of Western Austra	9000334597Jan21	Service charges Feilman Building	318.20
Wattleup Tractors	1268932C	Service tractor KWIN5610	566.31
WH Locations Services Pty Ltd	SIN010690	Cable locating Meares Ave	627.00
Coles Group & Myer	CGC921150	Corporate gift cards for staff awards	2,304.85
Maia Financial Pty Ltd	C31785	Lease for Hublet tablets from 010221 to 300421	1,878.75
Palm Lakes Gardens & Landscape Serv	12832	Banksia Park reticulation repairs	440.00
	332211	Banksia Park U25 garden renewal work	2,972.50
	125831	Banksia Park reticulation repairs	220.00
Beaver Tree Services Aust Pty Ltd	75775	City wide watering 131120	4,015.86
	75872	General vegetation clearance Cordata Wetlands	1,931.73
	75871	General vegetation clearance Lionel Street	2,021.58
	75829	General vegetation clearance Anketell Rd	9,164.50
	75828	General vegetation clearance Macedonia St	3,863.46
	75800	General vegetation clearance Frayne Place	1,931.73
	75776	City wide watering 061120	4,015.86
	75778	City wide watering 271120	4,015.86
	75777	City wide watering 201120	4,015.86
	75772	Stump grinding various sites	1,662.23
	75873	General vegetation clearance Thomas Oval	3,863.46
	75799	General vegetation clearance Orton Rd	15,201.18
	75773	Emergency debris clearance Matson Rd	1,684.65
	75770	Tree pruning Feilman Drive and Gilmore Ave	2,823.48
	75771	Tree pruning Baker Mews	2,639.29
Synergy	856518550Jan21	Decorative lighting	2,652.83
	792417950Jan21	Street lighting	114,902.16
	107029100Jan21	5684U Wellard Community Centre	1,242.44
	179469390Jan21	2529U Bertram Community Centre	640.19
	023172940Jan21	1650U Bertram Park	580.66
	422268910Jan21	6273U Depot	1,600.16
	258360080Jan21	6889U Kwinana Adventure Park	1,451.42
	118367820Jan21	13U Thomas Kelly Pavilion	2,923.67
	141057240Jan21	18298U The Zone	4,924.77
	149872970Jan21	5636U Incubator	1,421.11
	177581220Jan21	120,095U Recquatic	28,662.18
	135567600Jan21	54,862U Darius Wells Library Resource Centre	14,112.65
	504616220Jan21	33U Rogan Park	214.07
	198694990Jan21	48678U Admin/Arts/Parmelia	12,507.07
Bob Jane Corporation Pty Ltd	0096610530	Tyres and wheel alignment for 1EYT548	633.00
	0096620845	Puncture repair for KWN700	23.10
ABCO Products	651017	Hand sanitiser gel for Recquatic Centre	342.31
	645202	Consumables for various facilities	1,588.18
Bunnings Building Supplies	2163/01094200	Padlock for City Operations Team	19.84
	2163/01169249	Padlock for City Operations Team	19.84
	2163/01227489	Ryobi twin batteries	192.82
Park Motor Body Builders (WA) Pty L	9853	Pull out step ladder for City Operations Team	340.00
Ixom Operations Pty Ltd	6333061	Chlorine gas supply	137.76
	6335223	Chlorine gas supply	1,035.89

# Payment Listing

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

Payee	Invoice	Description	Amount
Ausco Modular Pty Ltd	7260747	Demountable hire Jan 21	1,471.80
Neverfail Springwater	204077	Bottled water for The Zone	109.25
	172902	Bottled water for City Operations Team	23.76
Rebel Sport Ltd	066101094119	Equipment for holiday program at The Zone	49.99
Challenger Ford	50844C	Wheel nuts and tail light	622.15
Outsource Business Support Solution	00001625	Temp staff week ending 080121	4,859.66
Children's Book Council Of Australi	00006917	Annual membership fee	75.00
PFD Food Services Pty Ltd	KW568115	Cafe Splash items	339.15
Marketforce Pty Ltd	36603	Advertising 191220	663.16
	36594	Advertising Dec 20	1,218.44
	36591	Advertising 021220 and 161220	2,390.76
	36597	Advertising 161220	1,710.50
	36600	Advertising 071220	495.00
	36601	Advertising 081220	247.50
	36595	Advertising 271120	247.50
	36596	Advertising 011220	247.50
	36593	Advertising 091220	220.00
Signaltech	3826	Callistemon U7 replace signal leads for reception	198.00
HECS Fire	72495	Service & inspect extinguishers at Darius Wells	1,153.02
	73366	Monthly fire detection testing for Administration	242.00
	73367	Monthly fire detection testing for Banksia Park	242.00
	73368	Monthly fire detection testing for Darius Wells	242.00
	73369	Monthly fire detection testing for Fiona Harris Pa	242.00
	73370	Monthly fire detection testing for John Wellard Co	242.00
	73371	Monthly fire detection testing for Recquatic	242.00
	73372	Monthly fire detection testing for the Zone	242.00
Coastline Mowers	26476	Repair to hedger	37.00
Eclipse Soils Pty Ltd	KWIN01R044180	General tipping grass Bilya Gardens	220.00
Winc Australia Pty Ltd	9034797617	Stationery items for Bright Futures	62.69
	9034786824	Stationery items for Bright Futures	39.91
	9034760854	Items for Library and Darius Wells	464.73
Advanced Traffic Management (WA) Pt	00141913	Traffic management Ocean Street	1,352.65
	00142344	Traffic management Wandi Drive	11,593.44
LD Total	110457	Landscape maintenance various locations Dec 20	1,131.09
	110459	Landscape maintenance various locations Dec 20	2,503.95
	110461	Landscape maintenance various locations Dec 20	4,745.31
	110463	Landscape maintenance various locations Dec 20	3,601.76
	110466	Landscape maintenance various locations Dec 20	234.65
	110468	Landscape maintenance various locations Dec 20	2,813.79
	110470	Landscape maintenance various locations Dec 20	1,886.81
	110472	Landscape maintenance various locations Dec 20	664.20
	110474	Landscape maintenance various locations Dec 20	9,374.15
	110476	Landscape maintenance various locations Dec 20	352.17
	109768	Additional maintenance at various locations Dec 20	2,695.00
	109671	Additional maintenance at various locations Dec 20	11,343.55
	109667	Additional maintenance at various locations Dec 20	771.82
	109666	Additional maintenance at various locations Dec 20	1,677.45
	109668	Additional maintenance at various locations Dec 20	84.16
	109694	Additional maintenance at various locations Dec 20	116.25
	109669	Additional maintenance at various locations Dec 20	495.77
	109670	Additional maintenance at various locations Dec 20	259.12
	109769	Supply and install 15 m3 of mulch in Honeywood	2,524.50
AC Cooling Services	7668	Banksia V53 repair air conditioner	143.00

# Payment Listing

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

Payee	Invoice	Description	Amount
Custom Built Saunas	1851	Repair leak to steam generator at Recquatic	310.00
Medina Residents Group	08January21	COVID relief grant	1,000.00
Elliotts Irrigation Pty Ltd	B20702	Iron filter servicing for Dec 20	2,200.00
Big W	176030	Gym mats for The Zone	195.00
PAV Sales & Installations	00208105	Audio equipment for the Recquatic	4,989.90
Fairway Cabinets	11January21	Local Community Support Grant	1,100.00
Master Lock Service	00007505	10 x F padlocks with long shanks	595.50
	00007516	Callistemon U23 replace external door lock barrel	150.00
Talis Consultants Pty Ltd	21951	Landfill gas investigation Peace Park	423.50
Willem Lodewikus De Klerk	07January21	Hard drive for CCTV footage storage	329.00
Dynamic Gift International Pty Ltd	ORD10917	Purchase of dog leads for City Assist	1,952.50
Adventure 4 x 4 Pty Ltd	104653	Install bull bar to KWN1934	4,560.15
Kwinana United Soccer & Social Club	KCF222021	Kwinana Community funding round 1 2020/2021	4,000.00
Woolworths Group Limited	79157903	Items for City Operations Team	105.68
	4071581	Items for Recquatic Centre	114.95
	4024060	Items for JDAP meeting	9.00
	4071587	Items for Cafe Splash	9.60
	4024064	Items for Cafe Splash Recquatic	28.20
	4071598	Kitchen scales for lolly run bagging	40.00
	4024061	Items for The Zone	27.97
	3848887	Items for Light up the Square event	155.80
Elexacom	112785	Supply and installation of a 100kVA generator	2,402.79
Total Green Recycling	INV9116	Collection of batteries and globes	259.05
Isentia Pty Limited	MN0812031	Media monitoring January 2021	935.00
Gregs Glass	10578	Repair broken window at Bright Futures	190.00
	10589	Supply two squares silver mirror Thomas Kelly Pavilion	210.00
Rachel Vanessa Edmundson	11January21	Working with Children Licence	87.00
Quantum Building Services	00003644	Install wall partition in Swim Club room Recquatic	1,979.73
Blackwood & Sons Ltd	KW8323YQ	Items for City Operations	457.20
Starbucks Flooring	INV-000769	Banksia V2 replace flooring	2,954.00
	INV-000768	Banksia V1 supply and install floor coverings	3,254.00
Travis Ryan Barkla & Vicki Ann Bark	12January21	2020 Lyrik Educational Scholarship payment	375.00
Total Tools Rockingham	135035	Spanner set for City Operations	65.00
Azmizan Bin Md Diyah	12January2021	2020 Lyrik Educational Scholarship payment	300.00
Kwinana Swimming Club	KCF212021	Kwinana Community funding round 1 2020/2021	2,161.00
Ohura Consulting	INV-0113	Consulting for EA negotiations	800.80
Vocus Communications	P662413	Monthly internet services Jan 21	1,694.00
McLeods	117036	Legal fees matter 46058	1,253.71
	117065	Legal fees matter 46940	615.97
Department of Mines, Industry	12January21	Building Services Levy Dec 20	45,592.84
Air Liquide Australia	XC7228	Hire of medical oxygen Recquatic	50.56
Lo-Go Appointments	00422898	Temp staff week ending 261220	1,080.53
	00422897	Temp staff week ending 261220	1,597.32
TenderLink	AU-381920	Upload of tender documents	201.30
Pitney Bowes Australia Pty Ltd	I6406370	Folding machine for Rates	8,541.50
Charles Service Company	00033475	Pressure window cleaning various sites	473.00
	00033465	Cleaning services at Darius Wells Dec 20	5,812.50

# Payment Listing

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

Payee	Invoice	Description	Amount
Gaye McMath	14	Independent Audit Committee member fee 071220	1,980.00
Mandogalup Volunteer Fire Brigade	11January20	DFES ESL recoup Oct - Dec 20	3,637.25
Accidental Health & Safety Perth	4082	Medical kit check at The Zone	141.00
Ian Murray Abel	12January21	Reimbursement of refreshments for incident # 510853	264.28
EFT TRANSFER: - 20/01/2021			60,660.84
Bright Futures Family Day Care - Pa	110121 to 170121	FDC Payroll 110121 to 170121	44,583.69
Bright Futures In Home Care - Payro	110121 to 170121	IHC Payroll 110121 to 170121	16,077.15
EFT TRANSFER: - 21/01/2021			695,145.17

# Payment Listing

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

Payee	Invoice	Description	Amount
DJ MacCormick Property Group Pty Lt	223020	Electricity recovery Boyne Park 270820 to 231220	271.95
Culture Counts Pty Ltd	INV-0992	Annual subscription to Culture Counts	2,200.00
ASV Sales and Service	257855	Bucket locking pins	193.90
Summers Consulting	INV-887	Mosquito monitoring 171220	1,500.40
	INV-889	Mosquito monitoring 060121	1,500.40
	INV-890	Cordata larvicide program Dec 20	660.00
Alex Krsnik	SQ20047	Litter pickup Medina	814.00
	SQ20046	Slashing verge Newbold Rd	990.00
	SQ20054	Fire mitigation various sites Dec 20	1,826.00
	SQ20053	Mulch for Heywood Park Wellard Village	2,035.00
	SQ20057	Streetscape garden maintenance Dec 20	836.00
	SQ20056	City Centre litter collection Dec 20	3,190.00
	SQ20055	Litter pickup Donaldson Rd	260.00
Rockingham Toyota	PI22014679	Shroud fan and timing cover for vehicle	261.61
	JC23023959	Air con repair and re-gas to P155	1,831.24
McGees Property	28239	Market valuation for new lease at William Bertram	935.00
Port Printing Works	INV061988	Business cards	69.30
Leaf Bean Machine Pty Ltd	00084865	Cafe Splash coffee order	220.99
Turf Care WA Pty Ltd	INV-1781	Supply and apply fertiliser to various locations	2,978.80
	INV-1941	Supply and apply fertiliser to Bertram Oval	86.00
	INV-1778	Supply and apply wetting agent various locations	7,191.16
	INV-1780	Supply and apply wetting agent various locations	7,747.03
Dowsing Group Pty Ltd	15073	Speed hump repairs	5,150.09
Holcim (Australia) Pty Ltd	9407324156	14mm concrete for Turnix Street	376.20
Red Sand Supplies Pty Ltd	000013262	Concrete mixed stone to City Operations	110.00
Rockingham Holden	43973	Generator for City Operations	343.20
Burson Automotive Pty Ltd	110395831	Consumables for City Operations	591.38
Mackie Plumbing and Gas Pty Ltd	I96324	Replace zip filter at Admin Building	328.08
	I96380	Inspect faulty hot water system at Bright Futures	73.70
	I96349	Install hot water system at Bright Futures	2,120.00
	I96328	Replace tank bungs at Magenup Equestrian Centre	617.74
Premier & Cabinet Department of	1000165	Advertising Basis of Rates	108.15
The Project People	253	Callistemon U11 bathroom renovations	3,144.50
Australian HVAC Services Pty Ltd	59321	Inspect office air conditioner Recquatic	231.00
	59313	Replace isolator on Darius Wells system	595.18
	59303	Investigate stadium air conditioner at Recquatic	1,600.12
	58598	Servicing of air conditioners at various sites	4,318.60
The Grand Lodge Of WA Freemasons Ho	9.3	Rates Refund	221.67
Aus Smash Repairs	52403	Insurance excess claim	500.00
Findex (Aust) Pty Ltd - T/As Crowe	3111542	Professional fees for internal audit services DCA	20,625.00
Adelaide Brighton Cement Ltd	8.9	Rates Refund	40,195.71
Stephen Wayne Moffatt	14January21	Reimbursement for renewal of licences required	426.00
Satellite Security Services	IV009781	Remote downloading codes Casuarina Hall	50.00
	IV009472	Replace fuse and repairs at City Operations	145.50
Chloe Osborn	12January21	Refund of part registration	50.00
Abel Roofing and Patios	Refund	DA9896 refund fees application lodged in error	147.00
Bronson Elliott Bell	9.3	Rates Refund	1,023.00
David Matthew Corr & Sarah Louise C	9.3	Rates Refund	825.89
Champion Medical Centre	19January20	Local commercial support grant funding	1,100.00

# Payment Listing

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

Payee	Invoice	Description	Amount
Rodessa Ariz Cadag	1789879	Refund bond on The Patio	100.00
Stacey Bullock	19January21	Swimming lessons refund	192.44
Emma Jayne Collyer	1772007	Refund bond on The Patio	100.00
Hiromi Curranagasawa	1792129	Refund bond on The Patio	100.00
Renay O'Dowd	1783515	Refund bond on The Patio	100.00
Rijesh Rajan	1802680	Refund bond on The Patio	100.00
Roxanne Damato	1792640	Refund bond on The Patio	100.00
Pamela Dimond	1746961	Refund bond on The Patio	100.00
Hafiz Waqas	1774325	Refund bond on The Patio	100.00
Kara Toledo	1791672	Refund bond on The Patio	100.00
Rochelle Rowley	1803024	Refund bond on The Patio	100.00
Tennille Bernhard	1753371	Refund bond on The Patio	100.00
CGU Insurance	Refund	Refund for service cancelled invoice 62226	414.00
Sealanes (1985) Pty Ltd	F6145872	Water for Fire Brigade	10.20
Southern Metropolitan Regional Coun	15255	Annual quarterly contribution 010121 to 310321	26,491.58
Stewart & Heaton Clothing Co Pty Lt	SIN-3301641	Uniform and equipment for Mandogalup Brigade	3,171.59
	SIN-3273941	Boots for Mandogalup Brigade	318.86
	SIN-3273202	Uniform for Mandogalup Brigade	701.16
	SIN-3273381	Uniform for Kwinana South Brigade	1,594.29
	SIN-3273177	Purchase of uniform jackets for WABFB	2,755.17
	SIN-3273815	Purchase of uniform jackets for WABFB	734.71
Sunny Sign Company Pty Ltd	SIN-3273141	Purchase of uniform jackets for WABFB	3,306.20
Sunny Sign Company Pty Ltd	448352	Street sign for Quartermaine Boulevard	148.50
	448359	Convex mirror for Bisley Lane and warning sign	448.75
Australian Communications and Media	502320580	Apparatus licence renewal fees	1,061.00
Toll Transport Pty Ltd	1104897	Transport services food water sampling analysis	41.26
	1104294	Transport services food water sampling analysis	36.86
Total Eden Pty Ltd	411222513	Reticulation stock	5,495.87
	411237883	Marker flags for reticulation	115.19
	411180538	Reticulation stock	629.54
Waste Stream Management Pty Ltd	00427887	Tipping fees to 221220	99.00
	00427981	Tipping fees on 130121	330.00
Water Corporation of Western Austra	9000295305Jan21	163U Sloan's Cottage	358.76
	9000294409Jan21	18U Leda Hall	333.15
	9023548352Jan21	50U Apsley Park drink fountain	129.05
	900034589Jan21	6U Feilman Building	696.96
	9000339427Jan21	79U Victory for Life	340.27
	9000340874Jan21	991U Callistemon Court	4,083.24
	9000341201Jan21	1422U Banksia Park	5,400.72
	9000341578Jan21	1744U Recquatic/Zone	8,046.55
	9000341914Jan21	Service charges Shop 23/40 Meares Ave	150.25
	9000341922Jan21	Service charges Shop 24/40 Meares Ave	150.25
	9012543409Jan21	144U Admin/Arts/Parmela	2,280.49
	9012573982Jan21	12U Business Incubator	303.33
Westbooks	318919	Library adult books	37.71
	318913	Junior library books	29.58
	318917	Library adult books	116.69
	318918	Library adult books	37.50
	318909	Library adult books	17.01
	318914	Library adult books	25.79
	318915	Library adult books	68.28



# Payment Listing

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

Payee	Invoice	Description	Amount
	318911	Junior library books	37.50
	318912	Library adult books	59.20
	318910	Library adult books	14.79
	318916	Junior library books	73.99
	318906	Junior library books	22.18
	318907	Library adult books	27.77
	318908	Library adult books	16.27
Western Australian Treasury Corpora	GFEEDDEC20	Government Guarantee fee period ending 311220	69,297.35
Western Irrigation Pty Ltd	J49125	Banksia Park reticulation repairs	1,643.26
Ergolink	SI-00072461	Computer monitor arm	276.25
Taylor Tyres Pty Ltd	22690	Tyres fitted x 2	539.00
	22691	Trailer tyre for City Operations	214.50
	22714	Tyres and wheel alignment	1,289.20
	22766	Tyres fitted x 2	534.60
Construction Training Fund	INV-87209-F2M5J2	CTF levy for Dec 20	18,704.01
Cardno (WA) Pty Ltd	ICW211457	Covalent Lithium Plant traffic review	5,390.00
Absolute Painting Services	INV-1735	John Wellard external painting of walls	12,254.00
	INV-1732	Repair ceiling water damage at Recquatic	1,595.00
	INV-1731	Repaint walls to William Bertram Community Centre	1,518.00
	INV-1746	Banksia V1 painting to ceiling and walls	154.00
	INV-1747	Callistemon paint repairs to various units	759.00
Palm Lakes Gardens & Landscape Serv	25463	Wellard Village brick paving repairs	5,500.00
Beaver Tree Services Aust Pty Ltd	75827	City wide watering 041220	4,015.86
	75826	City wide watering 111220	4,015.86
	76001	City wide watering 2521220	4,015.86
	76000	City wide watering 181220	4,015.86
	76002	City wide watering 010121	4,015.86
	76070	Tree pruning Nursling Chase	6,008.59
	76097	Stump grinding Thomas Road	1,066.99
	76160	Tree removal Wellard Road	1,320.78
	75949	Tree pruning Partridge Street	194.29
	75950	Tree pruning Cliveden Avenue	330.20
	75951	Tree pruning Frank Konecny Centre	1,337.62
	75952	Tree pruning Menli Place	555.94
	75953	Tree pruning Thomas Road	5,805.75
	75964	General vegetation clearance Cockburn Road	3,863.46
	75965	General vegetation clearance various sites	14,151.06
	76069	Stump grinding Nursling Chase	3,739.92
	76071	Tree pruning Matson Street	2,401.23
	76072	General vegetation clearance Gilmore Ave	5,144.85
	76073	Tree pruning Challenger Ave	3,638.89
	76074	Stump grinding Gilmore Ave	5,804.31
	76096	Root barrier installation Leda Boulevard	1,729.57
Suez	40813330	Greenwaste bin and tipping fees to Dec 20	2,107.45
Synergy	144372270JAN21	6477U Thomas Oval retic	891.06
	566370150Jan21	1036U Chipperton Park	367.62
Bob Jane Corporation Pty Ltd	0096659240	Wheel alignment for KWN2132	61.00
	0096666698	Alignment and tyres to KWN2111	501.01
Ambrose Rent A Car	00468905	Replacement of aerial damaged	25.65
	00468859	Hire of Toyota Hilux ute 011220 to 291220	1,160.00
Bunnings Building Supplies	2163/01611051	Paint for touch ups at various sites	66.43
	2163/01608307	Tools for Edge Skate Park	48.01
	2163/01608304	Toilet seats for various sites	282.45

# Payment Listing

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

Payee	Invoice	Description	Amount
	2163/01194062	Hozelock 5L pressure garden sprayer	73.26
	2163/01612208	Rubber matting for City Operations	207.40
	2163/01066541	Painting supplies for Facilities Department	158.95
	2163/01012805	Decking oil for various boardwalks	1,756.03
Konnect	1750465247	Workshop consumables for City Operations	54.19
Connect CCS	00104675	After hours monitoring overcalls Dec 20	1,748.89
Wren Oil	104626	Oil waste removal	2,827.00
Outsource Business Support Solution	00001628	Temp staff week ending 170121	2,545.54
Marketforce Pty Ltd	36592	REIWA monthly subscription Nov 2020	1,012.00
	36598	Advertising 231220	293.61
	36599	Advertising 231220	293.61
Daniels Printing Craftsmen	70283	Neighbour Day brochures	561.00
City of Rockingham	114738	Tip fees to 231220	924.14
	114917	Tipping fees to 150121	1,681.40
Eclipse Soils Pty Ltd	KWIN01044196	Topsoil for Ocean St	330.00
MRP Osborne Park-General Pest/Termi	95920	Pest control Wellard Oval Pest	226.60
	95919	control Business Incubator	195.00
Winc Australia Pty Ltd	9034722117	Stationery items ICT	42.91
	9034766138	Stationery items for Library	15.38
	9034727814	Stationery items for Human Resources	0.99
	9034850023	Stationery items for Human Resources	9.78
	9034721929	Stationery items for Human Resources	39.99
Advanced Traffic Management (WA) Pt	00142366	Traffic management Leath Road	36,222.31
	00142508	Emergency call out traffic management Medina Ave	1,521.03
	00142354	Traffic management Gilmore Ave	2,879.25
	00142340	Traffic management various sites	1,691.94
	00142351	Traffic management Runnymede Gate	3,421.96
LD Total	110458	Landscape maintenance various locations Dec 20	5,078.39
	110460	Landscape maintenance various locations Dec 20	8,872.47
	110462	Landscape maintenance various locations Dec 20	15,981.61
	110464	Landscape maintenance various locations Dec 20	11,447.15
	110465	Landscape maintenance various locations Dec 20	2,755.48
	110467	Landscape maintenance various locations Dec 20	824.44
	110469	Landscape maintenance various locations Dec 20	9,370.17
	110471	Landscape maintenance various locations Dec 20	6,378.28
	110473	Landscape maintenance various locations Dec 20	2,382.64
	110475	Landscape maintenance various locations Dec 20	33,035.81
	110477	Landscape maintenance various locations Dec 20	1,986.75
ED Property Services	00001676	Banksia V3 replace sky lights in patio	440.00
	00001679	Banksia V3 repairs to kitchen cupboards	990.00
Curtin University	10413251	Study fees as per employment contract	2,500.00
T J Depiazzi & Sons	112387	Supply and deliver pinebark mulch to Depot	3,824.70
Elliotts Irrigation Pty Ltd	B20952	Iron filter servicing for Dec 20	1,012.00
Complete Office Supplies Pty Ltd	09767269	Stationery for Library	11.66
Landgate	67524916	Aerial imagery service fee Aug 20	567.60
	1067236	Landgate title search fees Dec 20	160.20
	358840-10001098	GRV chargeable schedule No G2020/16	258.58
	361935-10001098	GRV chargeable schedule No G2021/16	1,173.63
Big W	176097	Items for borrow box and activation kit	116.40
	176103	Book purchase for Library	34.00
	176100	Cat litter for Animal Services	36.00
Baileys Fertilisers	19404	Supply and deliver fertilisers 9 x 20litres	1,200.05

# Payment Listing

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

Payee	Invoice	Description	Amount
	19014	Supply and deliver granulated fertiliser	1,606.00
Kirby Swim Equip Pty Ltd	INV-1132	3 swim teaching platforms with repair kit Recquatic	3,173.50
Enzed Fremantle	62425	Hydraulic fitting seal	27.24
Master Lock Service	00007521	Callistemon U17 repair lock on gate	135.00
	00007520	Callistemon U27 new keys to letterbox	110.00
Talis Consultants Pty Ltd	21688	Waste Education plan and review	5,885.00
	22029	Waste Education plan and review	1,746.25
West Coast Profilers	24094	Profiling works on Leath Rd	3,423.57
Cat Haven	00061240	Animal service fee Dec 20	198.00
Woolworths Group Limited	80795849	Items for City Operational	68.77
	4024066	Items for Safe Cycle event	55.41
	4024065	Items for The Zone	45.70
	80545484	Items for Administration Building	110.29
Drainflow Services Pty Ltd	00006570	Reactive jetting and educting Homestead Ridge	6,600.00
Elexacom	112830	Banksia V3 replace broken GPO and downlight	306.21
	112826	Banksia Park replaced bore solenoids	154.00
Green Skills Inc / Ecojobs	P2311	Hire of personnel for Horticultural team 221220	3,781.23
	P2325	Hire of personnel for Horticultural team 241220	671.67
StrataGreen	130293	Weeding supplies and equipment	389.59
Gregs Glass	10593	Replace broken glass at Medina Ave	250.00
Gail Catherine Godfrey	9.3	Rates Refund	300.00
Sprayking WA Pty Ltd	00001944	Weed control Daintree POS Dec 20	451.96
Advance Scanning Services	20165598	Pace Road upgrading	8,470.00
AAA Windscreens & Tinting	INV-49825	Repair to chipped windscreen	285.00
HP Financial Services Pty Ltd	100001269064	Monthly payment contract 5389066248AUS2 for Mar 21	15,829.24
	100001269730	Monthly payment contract 5389066248AUS1 for Mar 21	2,216.50
Exit Waste	4664	Clean grease trap at various centres	1,573.00
Jason Signmakers	214985	Federal black spot signs	265.08
	215628	Speed radar signs	833.84
Starbucks Flooring	INV-000770	Install carpet to Senior Citizens Centre	4,215.00
GreenLite Electrical Contractors Pt	00013325	Replace faulty PLC	776.60
	00013340	Repairs to Newstead park pump	324.89
Poolwerx Spearwood	INVSPE2595	Splash pad water quality test Adventure Park Dec	1,895.45
	INVSPE2597	Splash pad water quality test Adventure Park Dec	220.00
Envirosweep	82614	Car park sweeping for Dec 20	2,952.13
	81795	Road sweeping various locations for Dec 20	4,280.00
	82529	Car park sweeping for Dec 20	2,832.50
	82562	Road sweeping various locations for Dec 20	4,482.50
	82563	Footpath sweeping various locations for Dec 20	4,158.00
	82867	Road sweeping Leath Road Dec 20	3,580.51
Skateboarding WA	INV-0960	Skateboarding coaching clinic for The Zone	550.00
Purearth	INV-1076	Road sweeping and tip fees	3,212.23
Les Mills Australia	1111457	Les Mills licence fee Jan 21	1,006.93
Landscape and Maintenance Solutions	INV-1953	Broadacre mowing of sportsgrounds Dec 20	15,507.88
	INV-1951	Mowing maintenance Rockingham/Patterson Rd Dec 20	1,980.53
	INV-1950	Passive and streetscape mowing various Dec 20	8,502.21
Kearns Garden Supplies	24Dec20	Hardware for City Operations	205.59
	03Dec20	Hardware for Kwinana Village	70.32
	04Dec20	Hardware for Banksia Park	35.37

# Payment Listing

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

Payee	Invoice	Description	Amount
Lo-Go Appointments	00422925	Temp staff week ending 090121	1,657.63
Natsales Advertising Pty Ltd	00344963	Artwork for panel on bins	192.50
Charles Service Company	00033400	Cleaning consumables for various sites Dec 20	3,278.19
WA Library Supplies	00123551	Labels and barcode protectors Library	699.50
Major Motors	995011	Repair air conditioner for 1GJJ940	715.00
KM Coffee 2 You	0014-19/11/2020	Refreshments for Admin Building 181120	425.00
Sharon Anne Banks	14January21	Reimbursement for renewal of licence for position	232.95
EFT TRANSFER: - 21/01/2021			983.50
Bright Futures Family Day Care - Pa	110121 to 170121	FDC Payroll 110121 to 171121	983.50
EFT TRANSFER: - 27/01/2021			59,945.86
Bright Futures Family Day Care - Pa	180121 to 240121	FDC Payroll 180121 to 240121	46,550.86
Bright Futures In Home Care - Payro	180121 to 240121	IHC Payroll 180121 to 240121	13,395.00
EFT TRANSFER: - 28/01/2021			591,090.86

# Payment Listing

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

Payee	Invoice	Description	Amount
Canon Production Printing Australia	1514766	Various colorwave toner delivered to Admin	1,488.43
Allianz Insurance	Refund	Refund invoice #41901	299.99
Bertram Supermarket Pty Ltd	V015	Local commercial support grant funding	1,100.00
WA Carmax Pty Ltd	RI11301219	2020 D-Max auto 4x4 crew cab ute	50,643.54
Mallary Annette Evarettz	1774325	Refund bond on the Tuat Room	1,000.00
Nightlife Music Pty Ltd	554217	Monthly payment for music at Recquatic Jan 21	517.00
	540526	Monthly payment for music at Recquatic Oct 20	517.00
	559560	Monthly payment for music at Recquatic Feb 21	517.00
	544982	Monthly payment for music at Recquatic Nov 20	517.00
	536066	Monthly payment for music at Recquatic Sep 20	517.00
	549414	Monthly payment for music at Recquatic Dec 20	517.00
Mackie Plumbing and Gas Pty Ltd	196463	Repairs to toilet at Thomas Oval Pavilion	419.18
	196461	Repair leaks in roof at Admin Building	1,010.44
	196460	Repair water fountain at Rhodes Park	845.75
	196456	Banksia V5 repairs to front taps	130.83
	196466	Banksia V29 unblock bathroom sink	201.43
	196455	Banksia V44 repair kitchen taps	126.10
	196459	Investigate leaking roof at The Zone	328.35
	196454	Investigate hot water system at Darius Wells	788.88
	196452	Repairs to Wells Park toilet taps	937.82
	196387	Replace cistern in Admin toilets	2,134.00
	196468	Investigate leaking toilet at Admin Building	73.70
Australian HVAC Services Pty Ltd	59466	Inspect water leak at The Zone	788.81
	59458	Inspect air conditioners at Recquatic Stadium	346.50
	59457	Inspect air conditioner panel at Dept of Housing	115.50
	59453	Investigate burst pipe at The Zone	548.35
Xianguang Liu	21January21	Swimming lessons refund	73.60
Leigh Bailey	1752957	Refund bond on The Patio	100.00
Erika Bush	1735937	Refund bond on The Patio	100.00
Marko Kaba	1756095	Refund bond on The Patio	100.00
Kate Nicole McCall	1756668	Refund bond on The Patio	100.00
Lateesha Burrows	1780812	Refund bond on The Patio	100.00
Jojo Jacob	1803231	Refund bond on The Patio	100.00
Rachel Dianne Robertson	1783002	Refund bond on The Patio	100.00
Robert Susol	1794691	Refund bond on Ken Jackman Hall	1,000.00
Stacey Jansenvan Doorn	1800835	Refund bond on The Patio	100.00
One Heart City Church	1801005	Refund bond on Ken Jackman Hall	700.00
TechnipFMC	1803024	Refund bond on Frank Konecny Room	200.00
Kristy Benda	1800606	Refund bond on The Patio	100.00
South West Group	202122	Member Council Contributions 2020-2021	27,297.32
WA Hino Sales & Service	270504	Canvas seat covers for City Operations Team	932.25
Water Corporation of Western Austra	9000340559Jan21	434U Adventure Park/Tennis Club	1,120.15
	9000374062Jan21	105U Wells Park toilets	271.01
	9023406880Jan21	Stevenson Blvd Parmelia	86.19
	9000313235Jan21	4U Peace Park	10.32
	9000319469Jan21	99U Chisham Oval toilets	255.52
	9000342570Jan21	10U Rhodes Park	207.64
	9013156996Jan21	239U Darius Wells Library and Resource Centre	2,071.11
	9000323724Jan21	144U Frank Konecny Centre	644.41
	9014051352Jan21	18U Bertram Community Centre	591.57
	9014249617Jan21	4U Bertram Oval Club Facility	555.81

# Payment Listing

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

Payee	Invoice	Description	Amount
Dennis Cleve Wood	ICTALLOW20/21	ICT allowance	291.67
	MEETINGFEES20/21	Meeting fees	2,639.83
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
Absolute Painting Services	INV-1748	Banksia Park V3 complete repaint	2,134.00
Suez	40839433	General waste dry Dec 20	1,520.40
	165417	Commercial recycle and waste for Dec 20	166,237.11
	40804812	Waste and recycling services Dec 20	187,681.53
Synergy	958335710Jan21	9031U Orelia Oval	1,908.08
ABCO Products	656375	Cleaning products for various facilities	1,447.29
Bunnings Building Supplies	2163/01251480	Industrial ladder for City Operations	186.20
	2163/01194797	Latch gate kit for Maldon Park	42.49
Bolinda Publishing Pty Ltd	218212	Audio mixed format books for Library	568.17
	218211	Audio book for Library	123.71
	217230	Adult books for Library	196.22
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	Oct-Dec2020	Reimbursement of travel and other expenses Oct-Dec	106.76
	ICTALLOW20/21	ICT allowance	291.67
	MAYALLOW20/21	Mayoral allowance	7,479.42
	MEETING20/21	Meeting fees	3,959.67
Wren Oil	105158	Removal of hydrocarbon waste 205L and replace	258.50
Daniels Printing Craftsmen	70368	OMG Schedule booklet	605.00
Civica Pty Ltd	M/LG017815	Licence support and maintenance to 310321	9,005.49
BullAnt Security Pty	10206204	A6 padlocks	297.00
Coastline Mowers	26615#5	Blades and bolts for mowers	530.00
	26645#5	Brush cutter harness for City Operations	192.00
KLMedia Pty Ltd	1148012	DVD's for Library	49.61
	1147066	CD's for Library	27.57
Eclipse Soils Pty Ltd	KWIN01R044211	General tipping grass Pace Road	610.50
MRP General Pest/Termite Division 4	95436	Pest control Margaret Feilman Centre	205.00
Winc Australia Pty Ltd	9034903165	Stationery for Admin	55.66
	9034892781	Stationery for Admin	104.40
Advanced Traffic Management (WA) Pt	00142507	Traffic management Pace Road	7,177.70
ED Property Services	00001682	Install plate to Banksia Park Clubhouse toilet	121.00
	00001683	Banksia Park V27 repair ceiling cracks	88.00
Porter Consulting Engineers	00020720	Drainage relocation Bertram Rd	8,461.20
Big W	176107	Animal Services	88.00
	176110	Sandwich press for Facility Maintenance workshop	19.00
Wendy Gaye Cooper	ICTALLOW20/21	ICT allowance	291.67
	MEETINGFEES20/21	Meeting fees	2,639.83
Centrecare	24232	EAP annual registration and management fee	1,026.66
Master Lock Service	00007479	Locker changeover at John Wellard Community Centre	115.00
Tracey Jane Gooden	22January2021	Reimbursement of client birth certificate	50.00
Programmed Property Services Pty Lt	SINV596401	Retirement Village gardening and lawn mowing Jan 21	10,257.86



# Payment Listing

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

Payee	Invoice	Description	Amount
Kev's Wheelie Kleen	11214	Monthly bin cleans for John Wellard Community	198.00
	11213	Monthly bin cleans for John Wellard Community	363.00
Scott Printers Pty Ltd	150251	With compliments slips for Admin	570.90
Imagesource Digital Solutions	455468	Honour board names for 2020	27.50
	455467	OMG Admin advertising panel	291.50
Woolworths Group Limited	4024075	Items for The Zone	9.86
	4024079	Items for City Operations Team	56.60
Elexacom	112832	Supply camlocks to City Operations	139.04
	112829	Repair data point at City Operations	38.50
	112823	Replace lights at Darius Wells Centre	159.94
	112850	Repair pole lights and replace globes Darius Wells	3,146.69
	112839	Reset time on hot water system at Admin Building	231.00
	112836	Investigate and replace lights at Library	322.85
	112833	Inspect solar system at Darius Wells Centre	264.00
	112872	Install emergency exit lights at Koorliny Arts	981.93
	112871	Repair GPO to Mandogalup Fire Station	174.15
Zip Heaters	112870	Replace lights at Recquatic male toilets	1,183.97
	3549913	Repairs to water fountain at Recquatic	297.00
Green Skills Inc / Ecojobs	P2337	Hire of personnel for Horticultural team 080121	1,679.16
	P2338	Hire of personnel for Horticultural team 150121	2,102.07
Heatley Sales Pty Ltd	C965121	Uniforms for City Operations Team	212.89
	C965110	Uniforms for City Operations Team	358.60
	C965115	Uniforms for City Operations Team	348.15
	C965287	Uniforms for City Operations Team	654.39
	C965123	Uniforms for City Operations Team	296.84
	C965164	Uniforms for City Operations Team	603.24
	C965111	Uniforms for City Operations Team	268.40
	C965117	Uniforms for City Operations Team	272.64
	C965112	Uniforms for City Operations Team	334.40
	C965122	Uniforms for City Operations Team	135.14
	C965097	Uniforms for City Operations Team	344.69
	C965114	Uniforms for City Operations Team	403.92
	C964964	Uniforms for City Operations Team	491.48
	C965100	Uniforms for City Operations Team	357.12
	C965129	Uniforms for City Operations Team	399.85
	C964573	Uniforms for City Operations Team	347.60
	C965281	Uniforms for City Operations Team	104.94
	C965139	Uniforms for City Operations Team	296.84
	C965156	Uniforms for City Operations Team	313.50
	C964617	Uniforms for City Operations Team	378.40
	C965096	Uniforms for City Operations Team	226.05
	C963943	Uniforms for City Operations Team	148.50
	C965285	Uniforms for City Operations Team	310.20
	C965109	Uniforms for City Operations Team	399.85
	C965118	Uniforms for City Operations Team	344.69
	C965140	Uniforms for City Operations Team	304.70
	C965128	Uniforms for City Operations Team	399.85
	C965816	Uniforms for City Operations Team	339.46
	C965270	Uniforms for City Operations Team	372.19
	C963468	Uniforms for City Operations Team	149.60
	C965108	Uniforms for City Operations Team	305.42
	C964963	Uniforms for City Operations Team	526.52
	C965120	Uniforms for City Operations Team	422.90
	C965516	Uniforms for City Operations Team	372.90
Redox Pty Ltd	5140819	Bags of diatomaceous earth	1,540.00

# Payment Listing

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

Payee	Invoice	Description	Amount
Blackwood & Sons Ltd	PE4657YO	Uniforms for City Operations Team	107.49
Adtech Holdings Pty Ltd	71662	Repairs to iPhone display panel	249.00
Leederville Cameras	512472	Photo equipment for filming	629.00
Frontline Fire and Rescue Equipment	69994	Uniforms for DFES and removable panel sets	683.88
Mervyn Thomas Kearney	ICTALLOW20/21	ICT allowance	291.67
	MEETINGFEES20/21	Meeting fees	2,639.83
Lamp Replacements	IN1033608	Lighting replacement for Parmelia House	149.60
Sienna Properties Pty Ltd	1415471	Refund road maintenance bond	19,312.85
Bertram Punjabi Club Inc	22January2021	Refund of oval hire fees	219.20
Lo-Go Appointments	00422977	Temp staff week ending 230121	871.79
Charles Service Company	00033508	Extraction of water from carpet at Darius Wells	220.00
	00033506	Carpet extraction Admin Building	3,947.33
	00033507	Carpet extraction Admin Building	192.50
D P & L W Webb	000052	Sets of books for children's party	220.00
Matthew James Rowse	ICTALLOW20/21	ICT allowance	291.67
	MEETINGFEES20/21	Meeting fees	2,639.83
EFT TRANSFER: - 28/01/2021			212,906.25
Australian Services Union	PY01-16-Aust Ser	Payroll Deduction	275.98
	PY01-16-Aust Ser	Payroll Deduction	71.70
Australian Taxation Office	PY01-16-Australi	PAYG tax withheld	199,408.00
	PY99-16-Australi	PAYG tax withheld	504.00
Maxxia Pty Ltd	PY01-16-Maxxia P	Payroll Deduction	1,110.47
	PY01-16-Maxxia P	Payroll Deduction	1,292.58
Health Insurance Fund of WA (HIF)	PY01-16-Health I	Payroll Deduction	1,004.55
City of Kwinana - Xmas fund	PY01-16-TOK Chri	Payroll Deduction	7,770.00
Child Support Agency	PY01-16-Child Su	Payroll Deduction	1,099.19
LGRCEU	PY01-16-LGREC U	Payroll Deduction	359.52
	PY01-16-LGREC U	Payroll Deduction	10.26
<b>Total EFT</b>			<b>-3,984,257.14</b>
<b>Payroll</b>			
Payroll			626,672.56
Payroll - Interim			1,317.65
Payroll			639,791.05
<b>Total Payroll</b>			<b>-1,267,781.26</b>
<b>Grand Total</b>			<b>-5,296,641.59</b>

# Credit Card Transactions

1/01/2021 to 31/01/2021

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
<b>Credit card Functions Officer to 050121</b>				<b>\$119.80</b>	
5033899	Invoice	060121A	05/01/2021	\$10.00	Catering for Strategic Business meeting
5033899	Invoice	060121A	05/01/2021	\$32.55	Milk Admin Building
5033899	Invoice	060121A	05/01/2021	\$66.36	Catering Elected Member Briefing Session
5033899	GST	060121A	05/01/2021	\$10.89	GST
<b>Credit card Executive Assistant to 050121</b>				<b>\$38.00</b>	
5033901	Invoice	060121B	05/01/2021	\$34.55	Milestone Celebration
5033901	GST	060121B	05/01/2021	\$3.45	GST
<b>Credit card Economic Development and Advocacy Manager to 050121</b>				<b>\$5.05</b>	
5033903	Invoice	060121C	05/01/2021	\$4.59	Parking Department of Communities meeting
5033903	GST	060121C	05/01/2021	\$0.46	GST
<b>Credit card Director City Development and Sustainability to 050121</b>				<b>\$357.95</b>	
5033905	Invoice	060121D	05/01/2021	\$325.41	Team building event
5033905	GST	060121D	05/01/2021	\$32.54	GST
<b>Credit card Director City Infrastructure</b>				<b>\$4,200.00</b>	
5033909	Invoice	060121E	05/01/2021	\$3,818.18	2020 Xmas lolly run additional lollies required
5033909	GST	060121E	05/01/2021	\$381.82	GST
<b>Credit card Chief Executive Officer to 050121</b>				<b>\$327.20</b>	
5033914	Invoice	060121F	05/01/2021	\$6.55	Parking Fremantle Ports event
5033914	Invoice	060121F	05/01/2021	\$290.91	Team building event City Leadership
5033914	GST	060121F	05/01/2021	\$29.74	GST
<b>Credit card A/Manager Customer and Communications to 050121</b>				<b>\$5,087.04</b>	
5033920	Invoice	060121G	05/01/2021	\$1.18	International transaction fee
5033920	Invoice	060121G	05/01/2021	\$47.23	Typeform subscription
5033920	Invoice	060121G	05/01/2021	\$50.00	Facebook advertising
5033920	Invoice	060121G	05/01/2021	\$50.00	Facebook advertising
5033920	Invoice	060121G	05/01/2021	\$100.00	Facebook advertising
5033920	Invoice	060121G	05/01/2021	\$100.00	Facebook advertising
5033920	Invoice	060121G	05/01/2021	\$111.18	Facebook advertising

# Credit Card Transactions

1/01/2021 to 31/01/2021

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
5033920	Invoice	060121G	05/01/2021	\$166.62	Team building event
5033920	Invoice	060121G	05/01/2021	\$185.27	SMS marketing software
5033920	Invoice	060121G	05/01/2021	\$185.27	SMS marketing software
5033920	Invoice	060121G	05/01/2021	\$300.00	Facebook advertising
5033920	Invoice	060121G	05/01/2021	\$326.42	Email marketing software
5033920	Invoice	060121G	05/01/2021	\$426.34	Facebook advertising
5033920	Invoice	060121G	05/01/2021	\$732.55	Google ads
5033920	Invoice	060121G	05/01/2021	\$1,980.00	Digital panel advertising Recquatic
5033920	GST	060121G	05/01/2021	\$324.98	GST
<b>Credit card Director City Engagement to 050121</b>				<b>\$5,966.00</b>	
5033926	Invoice	060121H	05/01/2021	\$100.00	Facebook advertising
5033926	Invoice	060121H	05/01/2021	\$787.27	3 x armchairs Lolly run event
5033926	Invoice	060121H	05/01/2021	\$4,545.45	2020 Xmas Lolly run additional lollies
5033926	GST	060121H	05/01/2021	\$533.28	GST
<b>Credit card Manager Human Resources to 050121</b>				<b>\$3,907.68</b>	
5033931	Invoice	060121I	05/01/2021	\$73.55	Flowers for staff member
5033931	Invoice	060121I	05/01/2021	\$73.55	Flowers for staff member
5033931	Invoice	060121I	05/01/2021	\$120.00	Employment advertisement
5033931	Invoice	060121I	05/01/2021	\$205.95	Vouchers for celebrations and recognitions
5033931	Invoice	060121I	05/01/2021	\$674.53	LinkedIn employment advertisements
5033931	Invoice	060121I	05/01/2021	\$681.61	LinkedIn employment advertisements
5033931	Invoice	060121I	05/01/2021	\$705.62	Employment advertisements
5033931	Invoice	060121I	05/01/2021	\$1,140.00	CPA Strategic Management enrolment in accordance with employment contract
5033931	GST	060121I	05/01/2021	\$232.87	GST
<b>Grand Total:</b>				<b>\$20,008.72</b>	

## 18.2 Monthly Financial Report January 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 January 2021 has been prepared for Council acceptance.

### OFFICER RECOMMENDATION:

That Council:

1. Accepts the Monthly Statements of Financial Activity for the period ended 31 January 2021, contained within Attachment A; and
2. Accepts the explanations for material variances for the period ended 31 January 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 January 2021. The current closing municipal surplus for this period is \$25,845,195 compared to a budget position of \$23,078,876. 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 January of \$12,222,918. To date, the City has not had to draw on either the Waste Reserve contingency or the WATC Short Term Lending Facility.

Income for the January 2021 period year to date is \$56,341,738. This is made up of \$55,251,217 in operating revenues and \$1,090,521 in non-operating grants, contributions and subsidies received and proceeds from other investing activities. The budget estimated \$56,802,742 would be received for the same period. The variance to budget is (\$461,004). Details of all significant variances are provided in the notes to the Monthly Financial Report contained within Attachment A.

Expenditure for the January 2021 period year to date is \$43,701,094. This is made up of \$39,240,133 in operating expenditure and \$4,460,961 in capital expenditure. The budget estimated \$54,017,401 would be spent for the same period. The variance to budget is \$10,316,307 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.

**18.2 MONTHLY FINANCIAL REPORT JANUARY 2021****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.



**18.2 MONTHLY FINANCIAL REPORT JANUARY 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

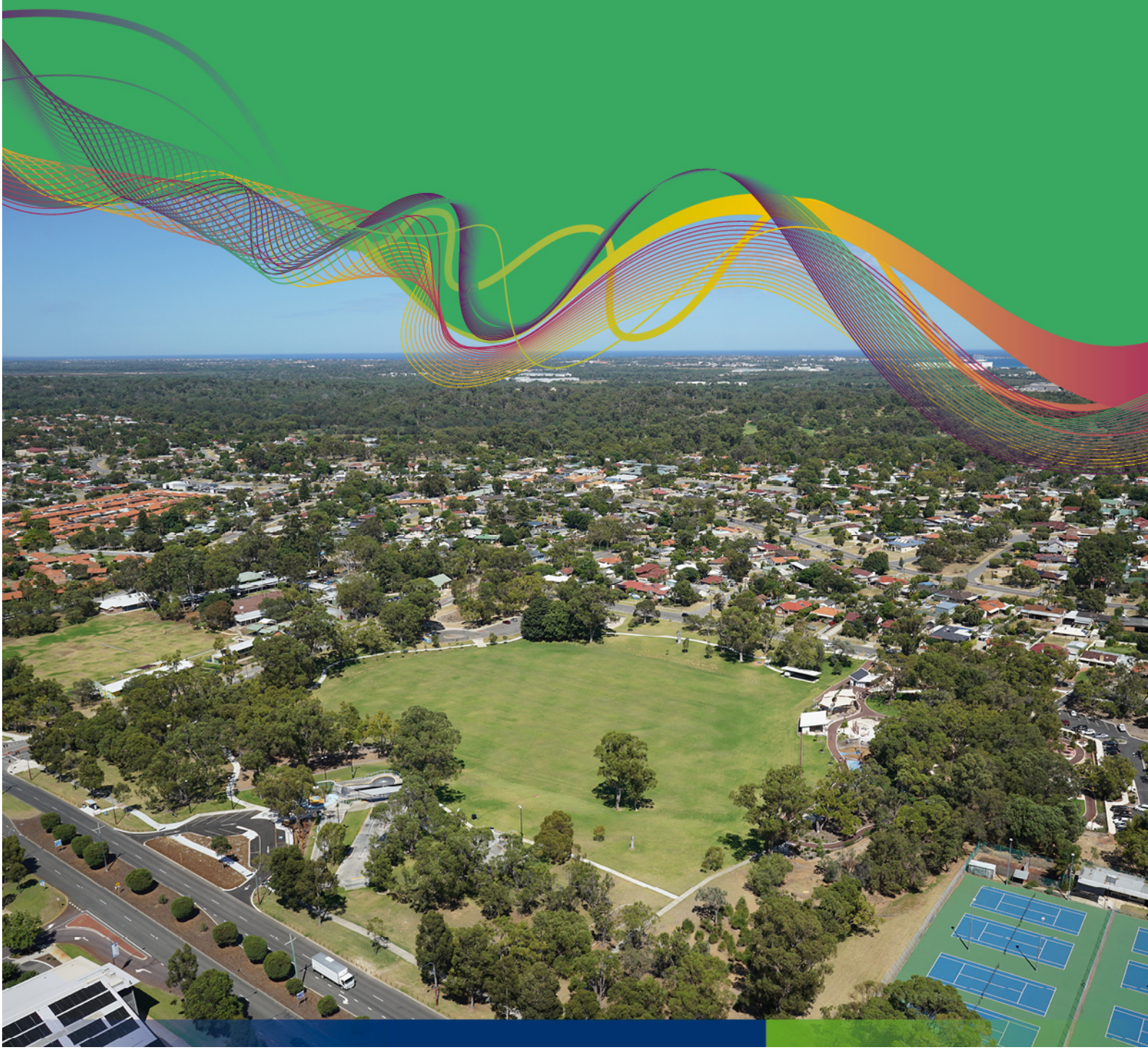
**COUNCIL DECISION****362****MOVED CR S LEE****SECONDED CR W COOPER**

That Council:

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

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

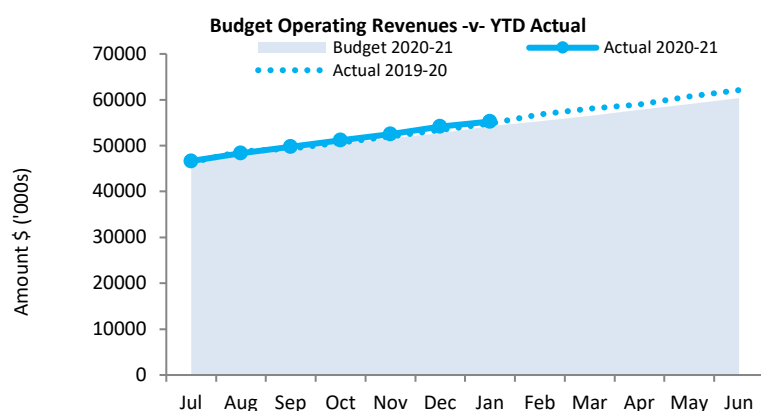
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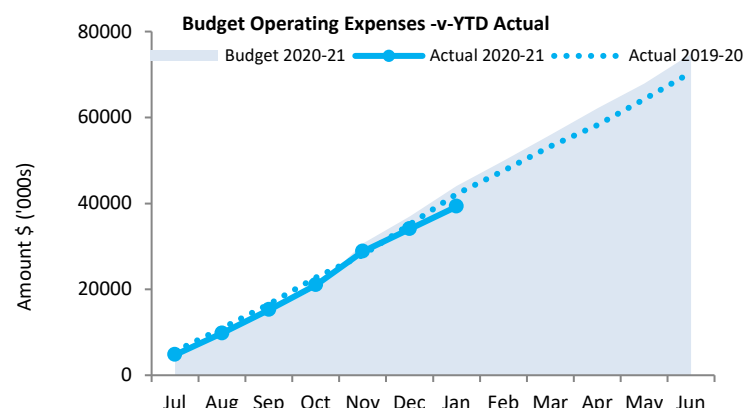


**OPERATING ACTIVITIES**

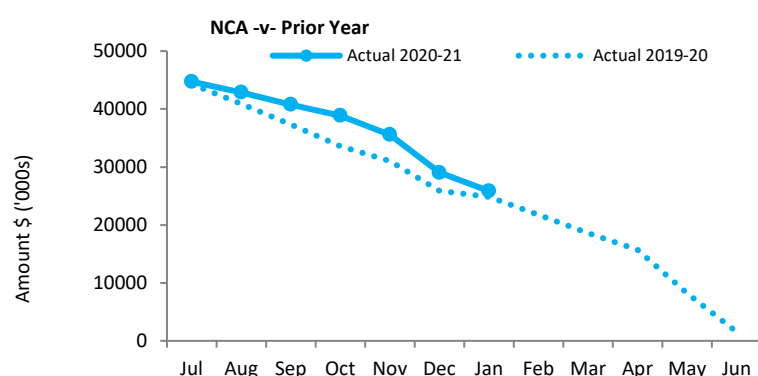
**OPERATING REVENUE**



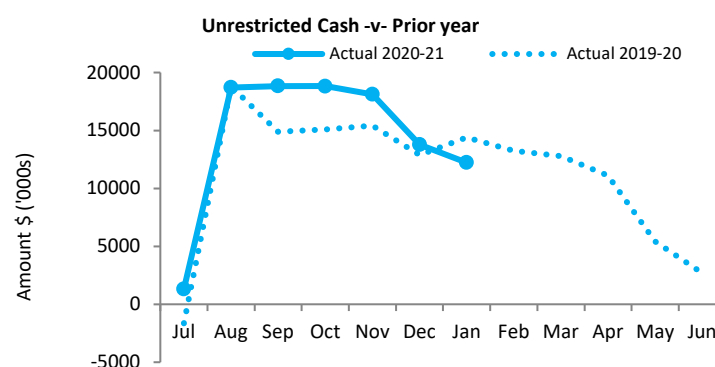
**OPERATING EXPENSES**



**NET CURRENT ASSETS**

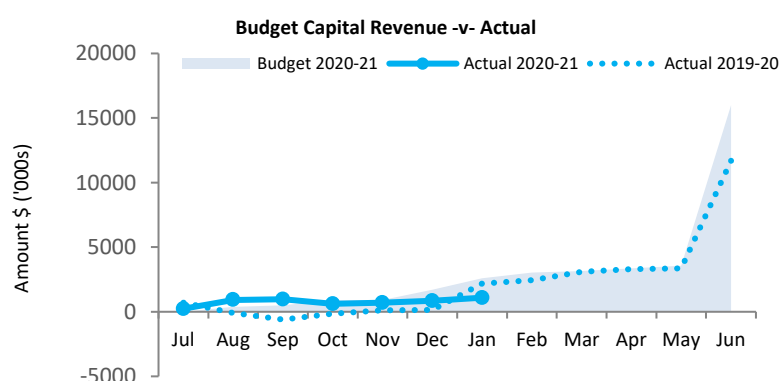


**UNRESTRICTED CASH**

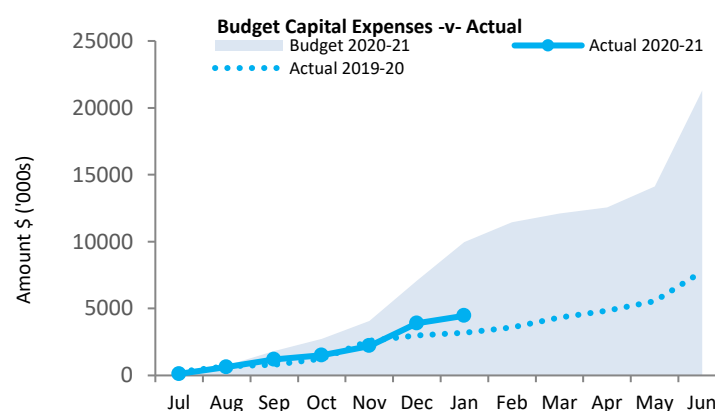


**INVESTING ACTIVITIES**

**CAPITAL REVENUE**

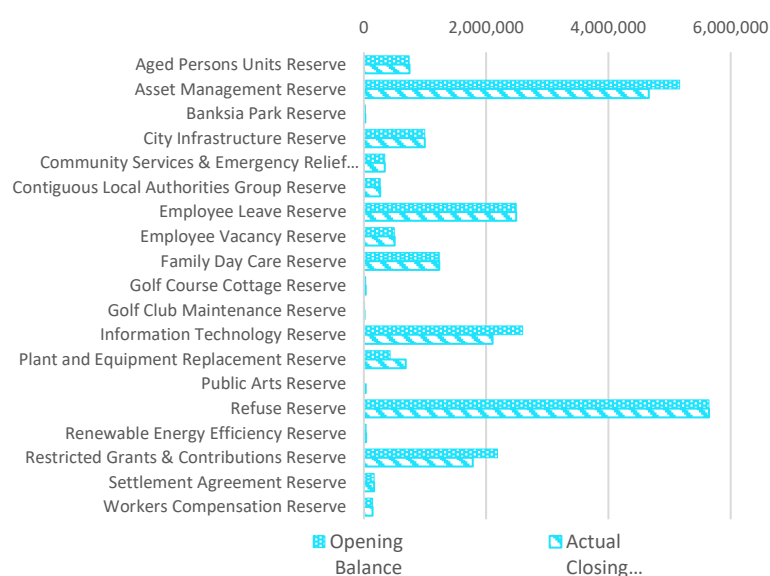


**CAPITAL EXPENSES**

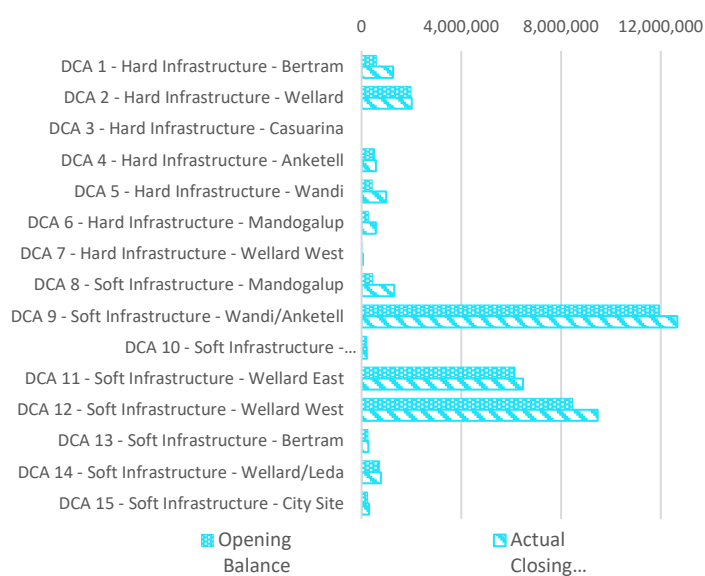


**FINANCING ACTIVITIES**

**RESERVES**



**DCA RESERVES**



Funding surplus / (deficit) Components				
Funding surplus / (deficit)				
	Current Budget	YTD Current Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$1.42 M	\$1.42 M	\$2.83 M	\$1.41 M
Closing	\$0.00 M	\$23.08 M	\$25.85 M	\$2.77 M
Refer to Statement of Financial Activity				
Cash and cash equivalents			Payables	
	\$73.31 M	% of total		\$3.39 M
Unrestricted Cash	\$12.22 M	16.7%	Trade Payables	\$0.45 M
Restricted Cash	\$61.09 M	83.3%	Bonds & Deposits Held	\$1.93 M
Refer to Note 3 - Cash and Financial Assets			Other Payables	\$1.00 M
			Receivables	
				\$13.62 M % Outstanding
			Rates Receivable	\$12.14 M 22.1%
			Trade Receivable	\$1.48 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)	
(\$6.18 M)	\$18.70 M	\$30.93 M	\$12.23 M	
Refer to Statement of Financial Activity				
Rates Revenue			Operating Grants and Contributions	
YTD Actual	\$40.68 M	% Variance	YTD Actual	\$3.76 M % Variance
YTD Budget	\$39.93 M	1.9%	YTD Budget	\$3.81 M (1.3%)
Refer to Statement of Financial Activity			Refer to Note 10 - Operating Grants and Contributions	
			Fees and Charges	
			YTD Actual	\$9.77 M % Variance
			YTD Budget	\$9.28 M 5.2%
			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)	(\$7.38 M)	(\$3.37 M)	\$4.02 M	
Refer to Statement of Financial Activity				
Proceeds on sale			Asset Acquisition	
YTD Actual	\$0.15 M	% Received	YTD Actual	\$4.46 M % Spent
YTD Budget	\$0.48 M		Current Budget	\$21.30 M 20.9%
Current Budget	\$0.52 M	28.7%	Adopted Budget	\$19.12 M 23.3%
Refer to Note 5 - Disposal of Assets			Refer to Note 6 - Capital Acquisition	
			Capital Grants	
			YTD Actual	\$0.94 M % Received
			Current Budget	\$5.15 M 18.3%
			Adopted Budget	\$3.11 M 30.2%
			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	\$10.34 M	(\$4.55 M)	(\$14.89 M)	
Refer to Statement of Financial Activity				
Borrowings			Reserves	
Principal repayments	\$0.93 M		Reserves balance	\$21.89 M
Interest expense	\$0.47 M		DCA Reserve Balance	\$36.92 M
Principal due	\$19.34 M		Interest earned	\$0.12 M
Refer to Note 7 - Borrowings			Refer to Note 9 - Cash Reserves	
			Lease Liability	
			Principal repayments	\$0.06 M
			Interest expense	\$0.00 M
			Principal due	\$0.13 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 JANUARY 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	1,421,046	1,421,046	2,833,950	1,412,904	99.4%	▲
Revenue from operating activities								
Rates	5	39,933,543	39,933,543	39,933,543	40,683,131	749,588	1.9%	
Operating grants, subsidies and contributions	10	6,617,653	6,640,896	3,810,488	3,760,626	(49,862)	(1.3%)	
Fees and charges		11,913,171	11,957,229	9,280,351	9,765,159	484,808	5.2%	▲
Interest earnings		1,220,577	1,220,577	718,843	503,438	(215,405)	(30.0%)	▼
Other revenue		451,881	495,031	350,582	529,673	179,091	51.1%	▲
Profit on disposal of assets	5	124,510	124,510	124,510	9,190	(115,320)	(92.6%)	▼
		60,261,335	60,371,786	54,218,317	55,251,217	1,032,900		
Expenditure from operating activities								
Employee costs		(28,033,854)	(28,137,780)	(16,611,065)	(15,025,761)	1,585,304	9.5%	▲
Materials and contracts		(27,604,630)	(27,306,229)	(15,966,800)	(12,572,925)	3,393,875	21.3%	▲
Utility charges		(2,557,908)	(2,557,908)	(1,497,965)	(1,270,171)	227,794	15.2%	▲
Depreciation on non-current assets		(14,691,676)	(14,691,676)	(8,569,683)	(9,295,824)	(726,141)	(8.5%)	▼
Interest expenses		(987,579)	(987,579)	(507,846)	(467,277)	40,569	8.0%	
Insurance expenses		(583,736)	(583,736)	(583,736)	(584,756)	(1,020)	(0.2%)	
Other expenditure		(189,547)	(446,888)	(228,109)	(11,966)	216,143	94.8%	▲
Loss on disposal of assets	5	(83,085)	(83,085)	(83,085)	(11,454)	71,631	86.2%	▲
		(74,732,015)	(74,794,881)	(44,048,289)	(39,240,133)	4,808,156		
Non-cash amounts excluded from operating activities	2	8,241,957	8,241,957	8,528,258	14,916,927	6,388,669	74.9%	▲
Amount attributable to operating activities		(6,228,723)	(6,181,138)	18,698,286	30,928,011	12,229,725		
Investing activities								
Grants, Subsidies and Contributions	11	13,434,461	15,471,820	2,102,973	941,291	(1,161,682)	(55.2%)	
Proceeds from disposal of assets	5	473,350	520,649	481,452	149,230	(332,222)	(69.0%)	
Self-Supporting Loan Principal Received	7	17,269	17,269	10,073	11,465	1,392	13.8%	
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)	(21,298,531)	(9,969,112)	(4,460,961)	5,508,151	55.3%	▲
Amount attributable to investing activities		(5,214,024)	(5,306,062)	(7,383,177)	(3,367,539)	4,015,638		
Financing Activities								
Proceeds from new debentures	7	5,000,000	5,000,000	4,000,000	0	(4,000,000)	(100.0%)	▼
Repayment of debentures	7	(6,871,990)	(6,871,990)	(924,544)	(924,543)	1	0.0%	
Payments for principal portion of lease liabilities		(229,206)	(229,206)	(164,913)	(62,064)	102,849	62.4%	▲
Transfer from reserves	9	20,399,567	20,412,874	8,138,136	1,543,613	(6,594,523)	81.0%	
Transfer to reserves	9	(8,215,624)	(8,245,524)	(705,958)	(5,106,233)	(4,400,275)	(623.3%)	▼
Amount attributable to financing activities		10,082,747	10,066,154	10,342,721	(4,549,227)	(14,891,948)		
Closing funding surplus / (deficit)		0	0	23,078,876	25,845,195	2,766,319		

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 JANUARY 2021**

	NOTE	Closing 30 June 2020 \$	Current Month 31 January 2021 \$	This Time Last Year 31 January 2020 \$
<b>CURRENT ASSETS</b>				
Cash and cash equivalents	9	25,471,026	20,316,468	7,562,758
Other financial assets - Term Deposits	9	33,787,559	52,649,843	59,979,217
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	12,139,562	11,289,196
Other receivables (incl. allowance for impairment)	4	866,606	1,592,548	1,500,496
Inventories		37,323	34,343	44,149
Other assets		1,776,055	1,311,758	0
<b>TOTAL CURRENT ASSETS</b>		<b>65,863,982</b>	<b>88,381,281</b>	<b>80,690,345</b>
<b>NON-CURRENT ASSETS</b>				
Trade and other receivables		760,126	746,740	689,739
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	221,239	238,879
Investment in associate (SMRC)		504,775	504,775	319,244
Property, plant and equipment		135,058,794	132,569,327	148,220,272
Infrastructure		363,572,820	360,507,496	358,891,641
Intangible assets		616,115	1,252,302	428,976
Right of use assets		190,680	122,929	0
<b>TOTAL NON-CURRENT ASSETS</b>		<b>504,245,324</b>	<b>499,238,642</b>	<b>512,008,971</b>
<b>TOTAL ASSETS</b>		<b>570,109,306</b>	<b>587,619,922</b>	<b>592,699,316</b>
<b>CURRENT LIABILITIES</b>				
Trade and other payables		7,443,587	3,387,020	3,801,396
Banksia Park Unit Contributions		16,975,350	16,975,350	17,133,425
Contract and other liabilities	10 & 11	10,282,025	10,404,091	0
Lease liabilities		114,357	52,293	0
Borrowings	7	2,314,779	2,314,779	1,451,093
Employee related provisions		5,505,931	5,473,303	4,863,568
<b>TOTAL CURRENT LIABILITIES</b>		<b>42,636,029</b>	<b>38,606,836</b>	<b>27,249,482</b>
<b>NON-CURRENT LIABILITIES</b>				
Other liabilities (Developer Contributions)	11	16,953,626	22,474,167	0
Lease liabilities		77,148	77,148	0
Borrowings	7	17,953,926	17,020,819	19,398,709
Employee related provisions		410,209	410,209	469,604
<b>TOTAL NON-CURRENT LIABILITIES</b>		<b>35,394,909</b>	<b>39,982,343</b>	<b>19,868,313</b>
<b>TOTAL LIABILITIES</b>		<b>78,030,938</b>	<b>78,589,179</b>	<b>47,117,795</b>
<b>NET ASSETS</b>		<b>492,078,369</b>	<b>509,030,743</b>	<b>545,581,521</b>
<b>EQUITY</b>				
Retained surplus		216,805,177	230,194,931	260,701,202
Reserves - cash/financial asset backed	9	55,249,686	58,812,307	53,148,484
Revaluation surplus		220,023,505	220,023,505	231,731,835
<b>TOTAL EQUITY</b>		<b>492,078,369</b>	<b>509,030,743</b>	<b>545,581,521</b>

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 JANUARY 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
	\$	%		
<b>Revenue from operating activities</b>				
Rates	749,588	2%	No Material Variance	
Operating Grants, Subsidies and Contributions	(49,862)	(1%)	No Material Variance	Refer note 10.
Fees and Charges	484,808	5%	▲ Permanent/Timing	Building and Statutory Planning approvals higher than budgeted \$439k and profit on Banksia Park unit sales above budget \$137k partially offset by Family Day Care levies being lower than budget.
Interest Earnings	(215,405)	(30%)	▼ Permanent	Low interest rates on term deposits.
Other Revenue	179,091	51%	▲ Permanent	Insurance reimbursements and rebate.
Profit on Disposal of Assets	(115,320)	(93%)	▼ Timing	Timing of disposals budgeted in January.
<b>Expenditure from operating activities</b>				
Employee Costs	1,585,304	10%	▲ Permanent/Timing	Salaries and Wages below budget \$1.2m due to position vacancies. Other employee costs below budget due to lower than budgeted workers compensation premium \$150k, staff training under budget \$65k and timing of FBT instalments \$54k.
Materials and Contracts	3,393,875	21%	▲ Timing	Timing of works. Environmental Health \$665k below budget (\$532k Mainstream Waste, \$113k Natural Environment). Facilities Management \$483k below budget (\$336k Parks & Reserves, \$147k Building Services). Family Day Care \$358k below budget, Engineering Services \$301k below budget, City Business Admin below budget \$294k, Planning& Building Services \$237k below budget, Kwinana Village \$235k below budget, HRM \$139k below budget and Ranger & Emergency Services \$138k below budget.
Utility Charges	227,794	15%	▲ Permanent/Timing	Street Lighting electricity costs below budget \$127k. Administration building and Recquatic centre electricity \$64k below budget.
Depreciation on Non-Current Assets	(726,141)	(8%)	▼ Permanent	Original budget did not take into account Infrastructure asset additions at year end.
Interest Expenses	40,569	8%	No Material Variance	
Insurance Expenses	(1,020)	(0%)	No Material Variance	
Other Expenditure	216,143	95%	▲ Permanent	DCA - City contributions budgeted as an expense.
Loss on Disposal of Assets	71,631	86%	▲ Timing	Timing of disposals budgeted in January.
<b>Investing activities</b>				
Non-Operating Grants, Subsidies and Contributions	(1,161,682)	(55%)	Timing	Refer note 11. Predominantly timing of roads and transport infrastructure project funding.
Proceeds from disposal of assets	(332,222)	(69%)	Timing	Timing of disposals budgeted in January.
Self-Supporting Loan Principal	1,392	14%	No Material Variance	
Payments for property, plant and equipment	5,508,151	55%	▲ Timing	Refer note 6. Timing of project expenditure.
<b>Financing activities</b>				
Proceeds from new debentures	(4,000,000)	(100%)	▼ Timing	WATC short term funding was originally budgeted, but will not be required. This will be removed at Budget Review.
Repayment of debentures	1	0%	No Material Variance	
Payments for principal portion of lease liabilities	102,849	62%	▲ Timing	New gym equipment and Youth vehicle leases budgeted, new agreements yet to be finalised.
Transfer from reserves	(6,594,523)	81%	Timing	\$3m budgeted drawdown of Refuse Reserve to cover potential cash shortage is unlikely to be required. \$2.8m transfer from DCA 9 Reserve to fund Honeywood sportsground clubroom onhold as project undergoing community engagement.
Transfer to reserves	(4,400,275)	(623%)	▼ Timing	Timing of interest earned on Reserve term deposits and Developer Contributions received.

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

**NOTE 2  
NET CURRENT FUNDING POSITION**

	Notes	Last Years Closing 30 June 2020	This Time Last Year 31 January 2020	YTD Actual 31 January 2021
		\$	\$	\$
<b>(a) Non-cash items excluded from operating activities</b>				
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.				
<b>Non-cash items excluded from operating activities</b>				
<b>Adjustments to operating activities</b>				
Less: Profit on asset disposals	5	(124,076)	-	(9,190)
Less: Movement in pensioner deferred rates (non-current)		(48,371)	22,015	13,386
Movement in employee benefit provisions		544,157	(38,811)	(32,628)
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	8,387,630	9,295,824
Mvmt in operating contract liabilities associated with restricted cash		194,030	-	(47,043)
Mvmt in non-operating liabilities associated with restricted cash		82,701	-	5,689,650
Mvmt in Banksia Park deferred management fund receivable		(110,762)	-	-
Mvmt in Banksia Park valuation of unit contribution		(158,075)	-	-
<b>Total non-cash items excluded from operating activities</b>		<b>16,214,915</b>	<b>8,459,067</b>	<b>14,916,927</b>
<b>(b) Adjustments to net current assets in the Statement of Financial Activity</b>				
The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with <i>Financial Management Regulation</i> 32 to agree to the surplus/(deficit) after imposition of general rates.				
<b>Adjustments to net current assets</b>				
Less: Reserves - restricted cash		(55,249,686)	(55,249,686)	(58,812,307)
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	4,863,568	5,473,303
Add: Current portion of contract and other liability held in reserve		10,282,025	-	10,404,091
Add: Lease liabilities		114,357	-	52,293
Add: Banksia Park Unit Contributions		16,975,350	17,133,425	16,975,350
<b>Total adjustments to net current assets</b>		<b>(20,394,003)</b>	<b>(32,116,129)</b>	<b>(23,929,250)</b>
<b>(c) Net current assets used in the Statement of Financial Activity</b>				
<b>Current assets</b>		65,863,982	80,690,345	88,381,281
<b>Less: Current liabilities</b>		(42,636,029)	(27,249,482)	(38,606,836)
<b>Less: Total adjustments to net current assets</b>		<b>(20,394,003)</b>	<b>(32,116,129)</b>	<b>(23,929,250)</b>
<b>Closing funding surplus / (deficit)</b>		<b>2,833,950</b>	<b>21,324,734</b>	<b>25,845,195</b>

**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	4,298,037			4,298,037	Variable	CBA	AA		
CBA Online Saver Bank Account	4,921,111	8,093,549		13,014,660	0.20%	CBA	AA		
CBA Trust Bank Account			346,524	346,524	N/A	CBA	AA		
Cash On Hand - Petty Cash	3,770			3,770	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)									
CLAG Reserve		266,451		266,451	0.60%	NAB	AA	Feb 2021	150
Workers Compensation Reserve		144,235		144,235	0.60%	NAB	AA	Feb 2021	150
Settlement Agreement Reserve		168,130		168,130	0.60%	NAB	AA	Feb 2021	150
Employee Leave Reserve		2,488,385		2,488,385	0.65%	NAB	AA	Feb 2021	157
Golf Club Maintenance Reserve		8,860		8,860	0.65%	NAB	AA	Mar 2021	181
Golf Course Cottage Reserve		29,430		29,430	0.65%	NAB	AA	Mar 2021	181
Asset Management Reserve		4,798,260		4,798,260	0.40%	NAB	AA	Mar 2021	90
Refuse Reserve		5,644,890		5,644,890	0.40%	NAB	AA	Mar 2021	90
Plant and Equipment Replacement Reserve		438,640		438,640	0.40%	NAB	AA	Mar 2021	90
Community Services & Emergency Relief Reserve		343,401		343,401	0.33%	NAB	AA	Apr 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
Reserve Funds Investments (Developer Contributions)									
DCA - 1 Hard Infrastructure - Bertram		600,664		600,664	0.55%	BEN	AAA	Mar 2021	180
DCA - 2 Hard Infrastructure - Wellard		1,991,997		1,991,997	0.55%	BEN	AAA	Mar 2021	180
DCA 6 - Hard Infrastructure - Mandogalup		274,651		274,651	0.55%	BEN	AAA	Mar 2021	180
DCA - 11 Soft Infrastructure - Wellard East		6,162,219		6,162,219	0.55%	BEN	AAA	Mar 2021	180
DCA - 12 Soft Infrastructure - Wellard West		8,480,802		8,480,802	0.55%	BEN	AAA	Mar 2021	180
DCA - 4 Hard Infrastructure - Anketell		575,926		575,926	0.55%	NAB	AA	Apr 2021	180
DCA 5 - Hard Infrastructure - Wandi		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 - Wandi/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
Total	12,222,918	60,743,392	346,524	73,312,834					
	17%	83%	0.5%						
Comprising									
Cash and cash equivalents (Exclude Trust)	9,222,918	19,318,740	0	28,541,659					
Financial assets at amortised cost	3,000,000	41,424,652	0	44,424,652					
Trust	0	0	346,524	346,524					
	12,222,918	60,743,392	346,524	73,312,834					

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	22,652,202	31%	100%	✓
AA	50,656,863	69%	100%	✓
A	-	0%	60%	✓
BBB	-	0%	20%	✓
Unrated	3,770	0%	20%	✓

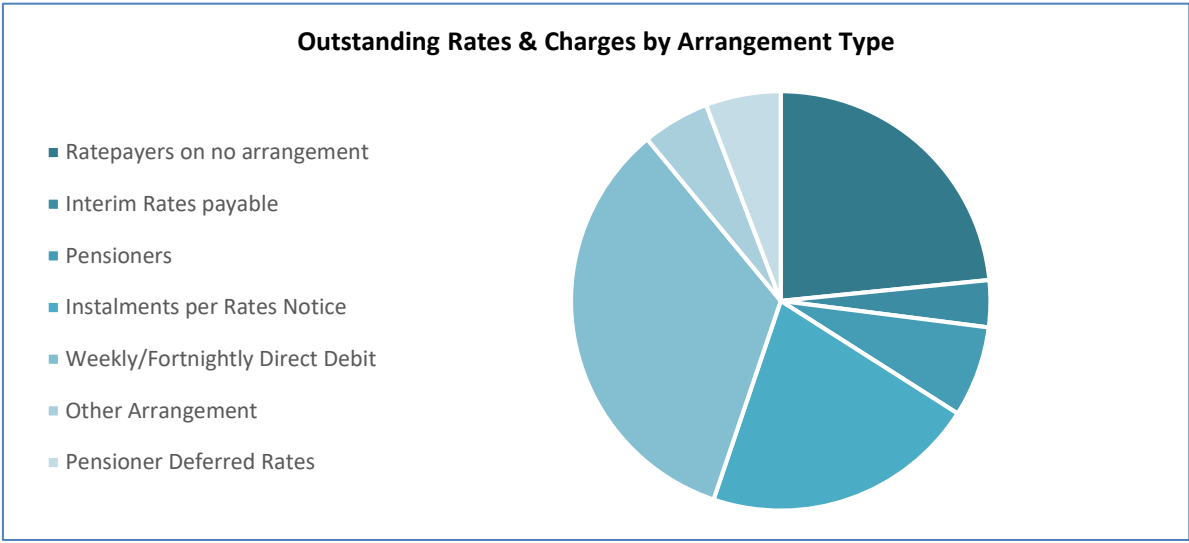
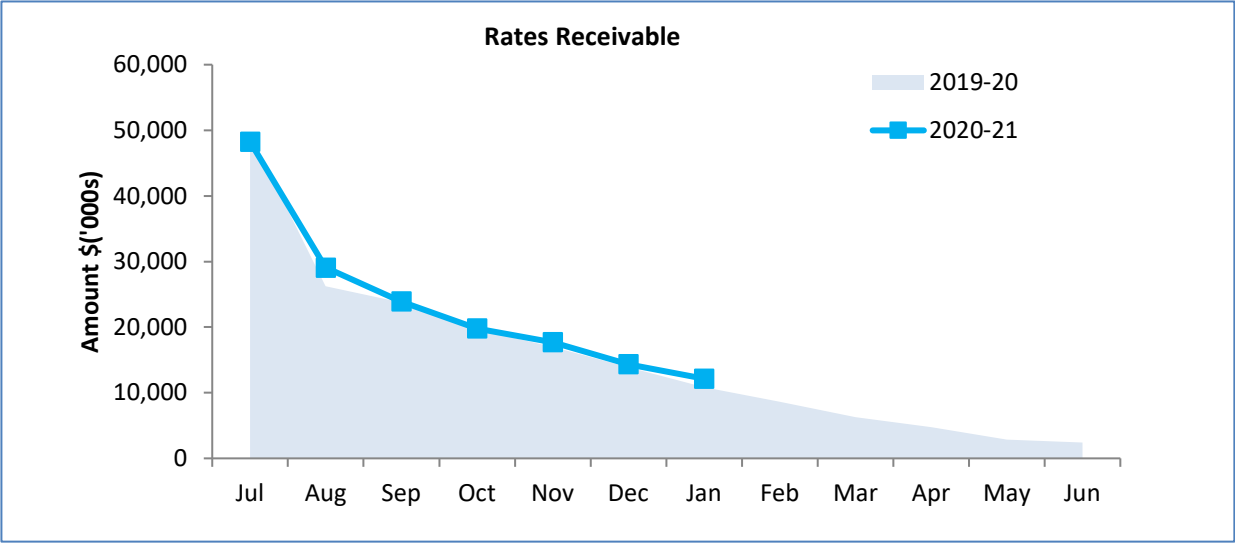
Counterparty Credit Risk	Funds Held	Actual at Period End	Limit per Policy	
BEN (AAA)	22,652,202	31%	45%	✓
NAB (AA)	32,997,641	45%	45%	✓
CBA (AA)	17,659,222	24%	45%	✓
WBC (AA)	-	0%	45%	✓

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

OPERATING ACTIVITIES  
NOTE 4  
RECEIVABLES

Rates receivable	30 June 2020	31 Jan 2020	31 Jan 2021
	\$		\$
Opening arrears previous years	4,576,831	4,576,831	3,148,533
Levied this year	51,941,047	51,459,147	51,900,227
<b>Rates &amp; Charges to be collected</b>	<b>56,517,878</b>	<b>56,035,978</b>	<b>55,048,760</b>
<u>Less</u> Collections to date	(52,169,098)	(44,057,043)	(42,162,458)
<u>Less</u> Pensioner Deferred Rates	(760,126)	(689,739)	(746,740)
<b>Net Rates &amp; Charges Collectable</b>	<b>3,588,655</b>	<b>11,289,196</b>	<b>12,139,562</b>
% Outstanding	6.35%	20.15%	22.05%
<u>Prepaid</u> Rates received (not included above)	(1,198,500)	(880,000)	(634,078)
	4.23%	18.58%	20.90%

Outstanding Rates & Charges by Payment Arrangement Type	31 Jan 2021		
	No. of Assessments	\$	%
Ratepayers on no arrangement	1,211	3,016,460	23%
Interim Rates payable	105	465,292	4%
Pensioners	1,231	902,455	7%
Instalments per Rates Notice	2,988	2,728,186	21%
Weekly/Fortnightly Direct Debit	4,645	4,358,027	34%
Other Arrangement	137	669,142	5%
	<b>10,317</b>	<b>12,139,562</b>	<b>94%</b>
Pensioner Deferred Rates	210	746,740	6%
	<b>10,527</b>	<b>12,886,302</b>	<b>100%</b>

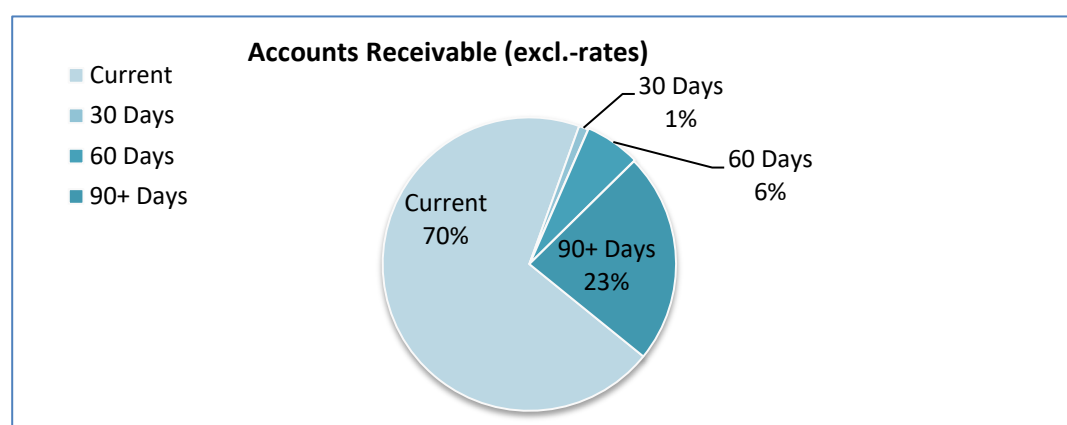




**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 JANUARY 2021**

**OPERATING ACTIVITIES  
NOTE 4  
RECEIVABLES**

Receivables - general	Current	30 Days	60 Days	90+ Days	Total
<i>Amounts shown below include GST (where applicable)</i>	\$	\$	\$	\$	\$
Sundry receivable	319,224	10,822	86,212	134,155	550,412
Infringements Register	9,000	4,420	4,086	209,021	226,526
Rebates receivable - Rates	684,185	0	0	0	684,185
Rebates receivable - ESL	18,663	0	0	0	18,663
<b>Total general receivables outstanding</b>	<b>1,031,071</b>	<b>15,241</b>	<b>90,297</b>	<b>343,176</b>	<b>1,479,785</b>
<i>Exclude rebates receivable</i>	42%	2%	12%	44%	



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

Description	Debtor #	Status	\$
<b>Debts with Fines Enforcement Registry (FER)</b>			
Prosecution Dog Act 1976	2442.07	Registered with FER. Commencing collection of debt.	5,078
Prosecution Planning & Development Act	3859.07	Registered with FER.	16,813
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.	5,047
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.	5,810
Prosecution Planning & Development Act	4467.07	Registered with FER. Regular payments being received.	14,200
Prosecution Dog Act 1976	4610.07	Registered with FER.	25,598
Prosecution Dog Act 1976	4741.07	Registered with FER.	4,900
			<b>112,186</b>
<b>Other Sundry Debtors</b>			
Lease & Outgoings	854.16	Discussions in progress between Lease Officer & Debtor.	2,953
Local Government Act 1995 abandoned vehicle	3884.03	Defaulted Payment arrangement.	1,155
Hazard reduction costs	4355.03	Debt to be transferred onto property by February 2021.	1,168
Hazard reduction costs	4956.03	Debt to be transferred onto property.	2,475
<b>Total Debtors 90+ days &gt; \$1,000</b>			<b>119,938</b>

**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 JANUARY 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)
	\$	\$	\$	\$	\$	\$	\$	\$
<b>Motor Vehicles</b>								
Plant Replacement - P432	20,000	19,800	0	(200)	0	0	0	0
Plant Replacement - P448	3,488	17,100	13,612	0	0	0	0	0
Plant Replacement - P479	3,439	15,500	12,061	0	0	0	0	0
Plant Replacement - P483 - Insurance Claim	6,386	10,800	4,414	0	17,256	13,500	0	(3,756)
Plant Replacement - P484	10,006	18,900	8,894	0	0	0	0	0
Plant Replacement - P485	20,848	18,900	0	(1,948)	19,828	22,273	2,445	0
Plant Replacement - P487	14,999	19,800	4,801	0	19,800	22,273	2,473	0
Plant Replacement - P492	7,467	22,050	14,583	0	0	0	0	0
Plant Replacement - P493	13,279	19,800	6,521	0	18,000	22,273	4,273	0
Plant Replacement - P494	14,167	20,700	6,533	0	0	0	0	0
Plant Replacement - P511	17,824	27,000	9,176	0	34,137	32,632	0	(1,505)
Plant Replacement - P515	12,997	18,000	5,003	0	0	0	0	0
Plant Replacement - P551	29,260	24,300	0	(4,960)	34,289	29,678	0	(4,611)
<b>Plant &amp; Equipment</b>								
Plant Replacement P275 - Trailer Roller	1,788	4,000	2,212	0	0	0	0	0
Plant Replacement P499 - DECK - Toro Ride on mower	14,499	0	0	(14,499)	0	0	0	0
Plant Replacement P500 - DECK - Toro Ride on mower	12,196	0	0	(12,196)	0	0	0	0
Plant Replacement P531 - DECK - Toro Ride on mower	0	0	0	0	0	0	0	0
Plant Replacement P114 - Tandem Axle Tilt Trailer	0	2,000	2,000	0	0	0	0	0
Plant Replacement P120 - Trailer Box top - Coast care	0	700	700	0	0	0	0	0
Plant Replacement P148 Trailer box 7x4 with water tank and Pump	0	2,000	2,000	0	0	0	0	0
Plant Replacement P199 Trailer box 7x4 with water tank and Pump	0	2,000	2,000	0	0	0	0	0
Plant Replacement P351 Mitsubishi Canter Tip Truck	25,600	25,000	0	(600)	0	0	0	0
Plant Replacement P392 Mitsubishi Canter Fuso	35,500	25,000	0	(10,500)	0	0	0	0
Plant Replacement P443 Isuzu Tip Truck 6x4	118,182	80,000	0	(38,182)	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	1,500	1,500	0	0	0	0	0	0
Disposal P350 - KWN5307 Tandem Axle Trailer	0	4,403	0	0	5,412	4,403	0	(1,009)
Disposal P348 - 1TMI191 trailer	0	2,199	0	0	2,771	2,199	0	(572)
Plant Replacement P574 - Insurance Claim	0	39,197	0	0	0	0	0	0
	0	0	0	0	0	0	0	0
	<b>433,425</b>	<b>520,649</b>	<b>124,510</b>	<b>(83,085)</b>	<b>151,493</b>	<b>149,230</b>	<b>9,190</b>	<b>(11,454)</b>
			<b>Net Profit/(Loss)</b>	<b>41,425</b>			<b>Net Profit/(Loss)</b>	<b>(2,264)</b>











































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



















**INVESTING ACTIVITIES  
NOTE 6  
CAPITAL ACQUISITIONS**










































<b>Capital acquisitions</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>YTD Budget</b>	<b>YTD Actual</b>	<b>YTD Variance</b>
	\$	\$	\$	\$	\$
Land and Buildings	5,231,570	5,744,470	4,117,868	<b>489,171</b>	(3,628,697)
Plant, Furniture and Equipment	2,344,265	2,516,629	1,346,700	<b>457,067</b>	(889,633)
Intangible Assets	622,809	622,809	718,848	<b>636,186</b>	(82,662)
Infrastructure - Roads	3,642,090	4,780,423	2,485,474	<b>1,714,904</b>	(770,570)
Infrastructure - Parks & Reserves	994,154	845,227	570,953	<b>384,689</b>	(186,264)
Infrastructure - Footpaths	191,075	693,101	242,677	<b>190,926</b>	(51,751)
Infrastructure - Car Parks	0	0	0	<b>0</b>	0
Infrastructure - Drainage	5,822,737	5,822,737	227,447	<b>446,600</b>	219,153
Infrastructure - Bus Shelters	36,630	36,630	36,630	<b>6,221</b>	(30,409)
Infrastructure - Street Lights	236,505	236,505	222,515	<b>135,196</b>	(87,319)
Infrastructure - Other	0	0	0	<b>0</b>	0
<b>Payments for Capital Acquisitions</b>	<b>19,121,835</b>	<b>21,298,531</b>	<b>9,969,112</b>	<b>4,460,961</b>	<b>(5,508,151)</b>
Right of use assets	553,030	553,030	518,969	<b>0</b>	(518,969)
<b>Total Capital Acquisitions</b>	<b>19,674,865</b>	<b>21,851,561</b>	<b>10,488,081</b>	<b>4,460,961</b>	<b>(6,027,120)</b>
<b>Capital Acquisitions Funded By:</b>					
	\$	\$	\$	\$	\$
Capital grants and contributions	<b>3,112,697</b>	<b>5,150,056</b>	<b>2,102,973</b>	<b>941,291</b>	(1,161,682)
Borrowings	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	0
Lease liabilities	<b>553,030</b>	<b>553,030</b>	<b>518,969</b>	<b>0</b>	(518,969)
Disposal of Assets	<b>473,350</b>	<b>474,850</b>	<b>474,850</b>	<b>142,628</b>	(332,222)
Cash Backed Reserves	<b>8,684,361</b>	<b>14,772,023</b>	<b>4,367,715</b>	<b>977,704</b>	(3,390,011)
Municipal Funds	<b>6,298,397</b>	<b>348,572</b>	<b>2,504,605</b>	<b>2,399,339</b>	(105,266)
<b>Capital funding total</b>	<b>19,121,835</b>	<b>21,298,531</b>	<b>9,969,112</b>	<b>4,460,961</b>	<b>(5,508,151)</b>
































**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
			\$	\$	\$	\$	\$	
<b>Buildings</b>								
	13617	Building & Parks Contingency	101,750	101,750	50,874	37,504	(13,370)	
	13634	Administration Building Refurbishment	40,000	40,000	40,000	15,887	(24,113)	In progress.
	13636	Animal Care Facility Refurbishment	85,470	85,470	56,980	0	(56,980)	Quotes received January.
	13619	Kwinana South VBFB Station Extensions	376,000	376,000	376,000	183	(375,817)	Funding to be finalised.
	13620	Kwinana South VBFB Station Upgrade	30,000	62,700	30,000	0	(30,000)	Funding to be finalised.
	13621	Mandogalup VBFB Station Extensions	328,159	328,159	328,159	134,246	(193,913)	DFES Grant funded. Construction completed August.
	13622	Mandogalup VBFB Station Upgrade	25,000	25,000	25,000	1,600	(23,400)	Construction completed August.
	13849	Mandogalup VBFB - Repair storage room cracked wall	0	5,000	0	0	0	LRCI Projects. Commencing February.
	13940	Koorliny Arts Centre - air conditioner replacement	0	8,500	0	0	0	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)	
	13640	Recquatic Resurface Floor	7,875	7,875	7,875	375	(7,500)	
	13641	Recquatic Spa balance tank lid and ladder	8,400	8,400	8,400	0	(8,400)	
	13642	Recquatic 25m backwash tank lid Replacement	7,350	350	350	0	(350)	
	13643	Recquatic Centre - Internal paint public areas	0	8,000	8,000	0	(8,000)	LRCI Projects. Works planned for January/February.
	13834	Recquatic Centre - Entrance area external walls repaint	0	25,000	25,000	0	(25,000)	LRCI Projects. Works planned for January/February.
	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	1,000	1,000	0	Works planned for February.
	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	21,505	(4,495)	LRCI Projects. Works complete, awaiting invoices.
	13632	Darius Wells Room Conversion	9,666	9,666	9,666	0	(9,666)	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	300	1,550	1,250	LRCI Projects. In progress.
	13628	John Wellard Community Centre Stormwater System	22,050	17,050	17,050	12,382	(4,668)	Project complete.
	13838	John Wellard Community Centre - Paving stain cleaning/repaint due to vandalism	0	10,000	10,000	9,890	(110)	LRCI Projects. In progress.
	13839	John Wellard Community Centre - Wall Finishes - meeting rooms repaint	0	7,000	7,000	5,020	(1,980)	LRCI Projects. Project complete, awaiting invoice.
	13840	John Wellard Community Centre - Wisteria room carpet replacement	0	15,000	0	0	0	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	0	0	0	LRCI Projects.
	13847	William Bertram Community Centre - External walls repaint in the playground area	0	7,000	7,000	1,380	(5,620)	LRCI Projects.
	13848	William Bertram Community Centre - Rusted gutters restoration close to playground area	0	7,000	0	0	0	LRCI Projects.
	13850	Zone Youth Centre - Roof leak repair	0	10,000	0	0	0	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	5,272	(7,437)	Engaging heritage architect.
	13644	Sloans Heritage (Caretaker) Cottage Accessibility Works	20,700	64,700	64,700	350	(64,350)	Engaging heritage architect.
	13624	Parmelia House Roof Renovation	47,775	15,075	15,075	15,002	(73)	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. Works planned for January.

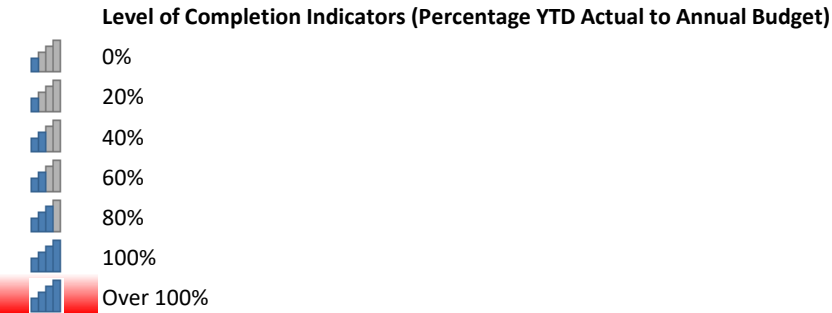
Capital Expenditure			Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
			\$	\$	\$	\$	\$	
	13626	Medina Oval Toilet Refurbishment	26,250	26,250	26,250	1,250	(25,000)	
	13941	Medina Oval Spectators stand and shelter	0	20,000	0	0	0	LRCI Project Funding Round 2.
	13841	Medina Hall - Isabela Corker wing - lift, dispose, install and underlay carpet	0	4,000	0	0	0	LRCI Projects.
	13814	Medina Centre - CCTV, lighting and WIFI upgrades	0	0	0	6,958	6,958	\$10k cfwd from 2019/20.
	13631	Calista Oval Tennis Clubrooms	137,363	137,363	6,541	122,764	116,223	Project complete.
	13635	Rhodes Park Accessible Toilet Design	15,750	15,750	0	450	450	Brief in progress.
	13637	Challenger Beach Ablutions Structural Renewal	10,500	10,500	10,500	0	(10,500)	Assessment in progress.
	13618	DCA 9 Local Sportsground Clubroom Honeywood Primary School Oval	3,718,203	3,718,203	2,829,739	82,483	(2,747,256)	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. Works planned for February.
	13843	Thomas Oval Electrical Compound - External walls cleaning/renewal and painting	0	4,500	4,500	0	(4,500)	LRCI Projects. Works planned for February.
	13942	Thomas Oval Pavilion (old) roof restoration	0	20,000	0	0	0	LRCI Project Funding Round 2.
	13844	Wellard Pavilion - External wall finishes.	0	10,000	10,000	0	(10,000)	LRCI Projects. Works planned for February.
	13845	Wells Park public toilet - External brick wall and paving cleaning/repaint	0	10,000	0	0	0	LRCI Project Funding Round 2.
	13638	18 Maydwell Way Asbestos Removal Program	5,250	5,250	5,250	250	(5,000)	Works planned for January.
	13856	18 Maydwell Way - Window screen renewal	0	7,000	7,000	0	(7,000)	Works planned for January.
	13855	Magenup Equestrian Centre - Stable renovation	0	7,000	7,000	0	(7,000)	Works planned for March.
	<b>Buildings Total</b>		<b>5,231,570</b>	<b>5,744,470</b>	<b>4,117,868</b>	<b>489,171</b>	<b>(3,628,697)</b>	

Capital Expenditure			Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
			\$	\$	\$	\$	\$	
<b>Plant, Furniture and Equipment</b>								
<b>Furniture and Equipment</b>								
	13660	Library - self returns shelves	12,355	12,355	12,355	12,305	(51)	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	7,765	(9,740)	Purchase complete, awaiting invoices.
<b>Computing Equipment</b>								
	13646	City Website Redevelopment Stage 3 of 3	122,860	122,860	35,610	29,709	(5,901)	In progress.
	13647	Computing Equipment as required	25,438	25,438	12,718	0	(12,718)	
	13648	Corporate Business System Implementation	1,519,953	1,519,953	683,238	606,477	(76,761)	In progress.
<b>Plant and Equipment</b>								
	13606	Plant Replacement P275 Trailer Roller	23,500	23,500	23,500	0	(23,500)	
	13663	Plant Replacement P499 DECK - Toro Ride on mower	5,500	5,500	5,500	5,440	(60)	Purchase complete.
	13664	Plant Replacement P500 DECK - Toro Ride on mower	5,500	5,500	5,500	5,440	(60)	Purchase complete.
	13665	Plant Replacement P531 DECK - Toro Ride on mower	5,500	5,500	5,500	0	(5,500)	
	13666	Plant Replacement P114 Tandem Axle Tilt Trailer	15,000	15,000	15,000	0	(15,000)	
	13667	Plant Replacement P120 Trailer Box top - Coastcare	3,500	3,500	3,500	0	(3,500)	
	13668	Plant Replacement P148 Trailer box 7x4 with water tank and Pump	10,500	10,500	10,500	9,200	(1,300)	Purchase complete.
	13669	Plant Replacement P199 Trailer box 7x4 with water tank and pump	10,500	10,500	10,500	9,950	(550)	Purchase complete.
	13670	Plant Replacement P351 Mitsubishi Canter Tip Truck	135,000	135,000	135,000	0	(135,000)	
	13671	Plant Replacement P392 Mitsubishi Canter Fuso	95,000	95,000	95,000	0	(95,000)	
	13672	Plant Replacement P443 Isuzu Tip Truck 6x4	150,000	150,000	150,000	0	(150,000)	
	13673	Plant Replacement P223 Volvo Loader L70	260,000	260,000	260,000	0	(260,000)	
	13905	Plant Replacement P227 Molnar 4 post Hoist	0	18,541	11,541	0	(11,541)	
	13674	Traffic Management - Traffic Equipment	26,530	26,530	0	22,491	22,491	Signs arrived August.
	13833	Recquatic Pool Upgrades	0	32,000	7,000	30,500	23,500	
	13903	Outdoor toxic substance unit PR850-6	0	6,081	6,081	6,080	(1)	
<b>Motor Vehicles</b>								
	13886	Plant Replacement P551	43,000	33,000	33,000	32,117	(883)	Purchase complete.
	13686	Plant Replacement P483	27,500	27,500	27,500	25,978	(1,522)	Purchase complete.
	13693	Plant Replacement P511	43,000	43,000	43,000	42,629	(371)	Purchase complete.
	13696	Plant Replacement P515	35,000	35,000	35,000	34,826	(174)	Purchase complete.
	13697	Plant Replacement P492	27,500	27,500	27,500	27,069	(431)	Purchase complete.
	13694	Plant Replacement P448	42,000	42,000	42,000	45,635	3,635	Purchase complete.
	13687	Plant Replacement P479	40,000	40,000	40,000	0	(40,000)	
	13688	Plant Replacement P484	45,000	45,000	45,000	0	(45,000)	
	13695	Plant Replacement P485	40,000	40,000	40,000	39,971	(29)	Purchase complete.
	13685	Plant Replacement P487	40,000	40,000	40,000	42,641	2,641	Purchase complete.
	13689	Plant Replacement P493	40,000	40,000	40,000	41,234	1,234	Purchase complete.
	13690	Plant Replacement P494	40,000	40,000	40,000	0	(40,000)	
	13691	Plant Replacement P432	45,000	45,000	45,000	0	(45,000)	
	13895	Additions to P587 - Bar lights and recovery points	0	0	0	8,750	8,750	
	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	
<b>Plant , Furniture and Equipment Total</b>			<b>2,967,074</b>	<b>3,139,438</b>	<b>2,065,548</b>	<b>1,093,254</b>	<b>(972,294)</b>	

Capital Expenditure			Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
			\$	\$	\$	\$	\$	
<b>Park and Reserves</b>								
	13675	KIA Street Tree Planting Program	76,313	76,313	3,634	3,634	0	Design completed.
	13676	Kwinana Loop Trail	10,000	10,000	10,000	10,608	608	Carried forward from 2019/20. Project complete.
	13677	Thomas Oval Lighting	413,361	278,754	278,754	260,298	(18,456)	Project complete, awaiting invoices.
	13678	Bertram Street Tree Planting Program	111,925	111,925	5,330	5,330	0	Design complete.
	13679	Parks for People Strategy Ascot Park	145,000	1,320	1,320	1,320	0	Design endorsed by community.
	13680	Parks for People Strategy Peace Park	10,000	10,000	10,000	1,200	(8,800)	In progress.
	13888	Parks for People Strategy Gemstone Park	0	129,360	129,360	1,800	(127,560)	Tree assessment complete.
	13682	POS / Parks & Reserves Renewals Bores, Fencing, Irrigation	227,555	227,555	132,555	100,499	(32,056)	
<b>Parks and Reserves Total</b>			<b>994,154</b>	<b>845,227</b>	<b>570,953</b>	<b>384,689</b>	<b>(186,264)</b>	
<b>Roads</b>								
<b>Urban Road Grant Construction</b>								
	13704	Wellard Road Duplication Project MRRG / DCA Funded	282,905	282,905	282,905	15,502	(267,403)	Design and drafting in progress. Landscaping tender completed.
	13705	Road Reseal Renewals MRRG Ocean Street	345,200	345,200	345,200	315,609	(29,591)	Project completed, awaiting line marking.
	13706	Road Reseal Renewals MRRG Mandurah Road SB1	188,300	188,300	188,300	137,309	(50,991)	Project completed, awaiting line marking.
	13710	Road Reseal Renewals MRRG Mandurah Road NB 2	64,800	64,800	64,800	62,014	(2,786)	Project completed, awaiting line marking.
	13707	Road Reseal Renewals MRRG Cockburn Road NB	46,400	46,400	46,400	46,224	(176)	Project completed, awaiting line marking.
	13709	Road Reseal Renewals MRRG Leath Road 1	99,300	99,300	99,300	95,366	(3,934)	Project completed, awaiting line marking.
	13711	Road Reseal Renewals MRRG Leath Road 2	49,700	49,700	4,518	71,343	66,825	Project completed, awaiting line marking.
	13708	Road Reseal Renewals MRRG Leath Road 3	395,300	395,300	395,300	363,267	(32,033)	Project completed, awaiting line marking.
	13712	Road Reseal Renewals MRRG Mason Rd	211,701	211,701	19,246	171,786	152,540	In progress.
<b>Black Spot Grant Construction</b>								
	13703	Gilmore Avenue Pedestrian Crossing	262,073	262,073	262,073	244,870	(17,203)	Project complete, awaiting invoices.
	13887	Meares Road Challenger Avenue roundabout pre-deflection treatment	0	110,000	110,000	0	(110,000)	Design in progress.
<b>Roads to Recovery Grant Construction</b>								
	13700	Road Reseal Renewals RTR Pace Road	275,000	275,000	275,000	35,015	(239,985)	Works planned for March.
	13701	Road Reseal Renewals RTR Orton Road	174,000	174,000	174,000	15,818	(158,182)	Works planned for February.
	13702	Road Reseal Renewals RTR Milton Place	77,000	77,000	7,000	7,000	0	Works planned for March.
<b>DCA Funded Construction</b>								
	13713	DCA 5 - Lyon Road - Cassowary to Kenby	437,250	437,250	0	0	0	
	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	
<b>LRCI Projects</b>								
	13853	Stefanelli Close - Road Resurfacing	0	75,000	75,000	28,578	(46,422)	LRCI Projects. In progress.
	13854	Wandi Drive - Road Resurfacing	0	85,000	85,000	79,420	(5,580)	LRCI Projects. Project complete, awaiting invoices.
	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.
	13959	Summerton Road, Calista Traffic signals - Pedestrian crossing upgrade.	0	45,000	0	0	0	LRCI Project Funding Round 2.
<b>Municipal Road Construction</b>								
	13698	Traffic Management - Breccia Parade speed calming	6,699	6,699	6,699	0	(6,699)	
	13699	General Traffic Management - Traffic calming	81,400	44,733	44,733	25,782	(18,951)	
<b>Roads Total</b>			<b>3,642,090</b>	<b>4,780,423</b>	<b>2,485,474</b>	<b>1,714,904</b>	<b>(770,570)</b>	



Capital Expenditure			Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
			\$	\$	\$	\$	\$	
<b>Street Lighting</b>								
	13683	Street Lighting - New - Leath Road	208,525	208,525	208,525	129,425	(79,100)	Project complete, awaiting invoices.
	13684	Street Lighting Upgrade reactive work street light requests	27,980	27,980	13,990	5,771	(8,219)	
<b>Street Lighting Total</b>			<b>236,505</b>	<b>236,505</b>	<b>222,515</b>	<b>135,196</b>	<b>(87,319)</b>	
<b>Bus Shelter Construction</b>								
	13645	Bus Shelter Upgrades	36,630	36,630	36,630	6,221	(30,409)	Civil works completed.
<b>Bus Shelter Construction Total</b>			<b>36,630</b>	<b>36,630</b>	<b>36,630</b>	<b>6,221</b>	<b>(30,409)</b>	
<b>Footpath Construction</b>								
	13657	Footpath Renewals	50,875	50,875	38,157	35,350	(2,807)	
	13658	Gilmore Avenue Shared Path Stage 1 Design (Perth Bicycle Network LG Grants Program)	81,400	81,400	0	16,900	16,900	Design in progress.
	13659	Parmelia Avenue Shared Path Stage 1 Design (Perth Bicycle Network LG Grants Program)	58,800	58,800	58,800	15,800	(43,000)	Design completed.
	13821	Breccia Parade footpath	0	0	0	3,590	3,590	Carried forward from 2019/20. Project complete.
	13851	Barwell Road - Construction of 1.5m wide concrete footpath	0	30,720	30,720	33,997	3,277	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, awaiting invoices.
	13945	Gamble Place, Orelia - Install new footpath and widen the cul-de sac.	0	30,000	0	0	0	LRCI Project Funding Round 2.
	13946	Joiner Place, Parmelia - Install new footpath and widen the cul-de sac.	0	30,000	0	0	0	LRCI Project Funding Round 2.
	13947	Hunt Place (with Cowling Way), Parmelia - New 1.5m footpath construction.	0	20,000	0	0	0	LRCI Project Funding Round 2.
	13948	Cowling Way (with Hunt Place ), Parmelia - New 1.5m footpath construction.	0	50,000	0	0	0	LRCI Project Funding Round 2.
	13949	Porter Garden, Leda - New 1.5m footpath construction.	0	60,000	0	0	0	LRCI Project Funding Round 2.
	13950	Pudney Place, Orelia - New 1.5m footpath construction.	0	20,000	0	0	0	LRCI Project Funding Round 2.
	13951	Napolean Way, Bertram - New 1.5m footpath construction.	0	16,000	0	0	0	LRCI Project Funding Round 2.
	13952	Warrior Pass, Bertram - New 1.5m footpath construction.	0	18,000	0	0	0	LRCI Project Funding Round 2.
	13953	Tranby Way, Bertram - New 1.5m footpath construction.	0	25,000	0	0	0	LRCI Project Funding Round 2.
	13954	Ameer Cres, Bertram - New 1.5m footpath construction	0	23,000	0	0	0	LRCI Project Funding Round 2.
	13955	Trust Way West, Bertram - New 1.5m footpath construction.	0	14,306	0	0	0	LRCI Project Funding Round 2.
	13956	Roach Place, Orelia - New 1.5m footpath construction.	0	20,000	0	0	0	LRCI Project Funding Round 2.
	13957	Sub N drain path - Sunrise/Living Edge - New 2m footpath construction.	0	30,000	0	0	0	LRCI Project Funding Round 2.
<b>Footpath Construction Total</b>			<b>191,075</b>	<b>693,101</b>	<b>242,677</b>	<b>190,926</b>	<b>(51,751)</b>	
<b>Drainage Construction</b>								
	13651	Drainage - DCA 2 Peel Sub N Drain - Lot 64 Woolcoot Road & Lot 379	1,093,205	1,093,205	0	241,407	241,407	Carried forward from 2019/20. Project complete, awaiting invoices.
	13652	Drainage - DCA 2 - Peel Sub N1 Drain - Lot 378 & 90	334,000	334,000	0	0	0	Completed last year.
	13653	DCA1 Stormwater Management Infrastructure	572,473	572,473	0	23,862	23,862	Draft design issued, tender planned for January.
	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	161,968	(50,882)	Project complete, awaiting invoices.
	13650	Drainage New Pace Road	160,572	160,572	14,597	19,363	4,766	
<b>Drainage Construction Total</b>			<b>5,822,737</b>	<b>5,822,737</b>	<b>227,447</b>	<b>446,600</b>	<b>219,153</b>	
<b>Capital Expenditure Total</b>			<b>19,121,835</b>	<b>21,298,531</b>	<b>9,969,112</b>	<b>4,460,961</b>	<b>(5,508,151)</b>	



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 JANUARY 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
		\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Governance</b>										
Loan 99 - Administration Building Renovations	2024/25	576,328	0	0	49,985	101,532	526,343	474,796	19,522	38,476
WATC Short Term Lending Facility	TBA	0	0	5,000,000	0	5,000,000	0	0	0	11,371
<b>Education and welfare</b>										
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
<b>Recreation and culture</b>										
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	55,809	112,530	1,213,463	1,156,742	24,199	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
<b>Transport</b>										
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	23,588	79,250
<b>B/Fwd Balance</b>		19,593,213	0	5,000,000	924,543	6,871,990	18,668,669	17,721,223	460,682	965,482
<b>Self supporting loans</b>										
<b>Recreation and culture</b>										
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
<b>Total</b>		20,268,705	0	5,000,000	933,107	6,889,259	19,335,598	18,379,446	465,165	975,351
Current borrowings		6,889,259					2,314,779			
Non-current borrowings		13,379,446					17,020,819			
		20,268,705					19,335,598			

\*City Centre Redevelopment loan expected to be refinanced upon maturity in 2021/22, as the City awaits reimbursement from the State Government.

\*\* 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 JANUARY 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
<b>Municipal Reserves</b>	\$	\$	\$	\$	\$	\$	\$	\$	\$
Aged Persons Units Reserve	741,044	9,404	2,467	195,678	0	(190,000)	0	756,126	743,511
Asset Management Reserve	5,163,247	151,936	34,208	0	0	(2,036,739)	(537,274)	3,278,444	4,660,181
Banksia Park Reserve	23,997	996	93	175,000	0	(246,050)	0	(46,057)	24,090
City Infrastructure Reserve	995,255	11,700	3,279	0	0	(3,000)	0	1,003,955	998,535
Community Services & Emergency Relief Reserve	340,995	4,084	2,888	0	0	(250,000)	0	95,079	343,884
Contiguous Local Authorities Group Reserve	265,918	3,156	533	21,504	0	(29,508)	0	261,070	266,451
Employee Leave Reserve	2,488,383	0	0	0	0	0	0	2,488,383	2,488,383
Employee Vacancy Reserve	500,233	6,000	1,426	0	0	0	0	506,233	501,659
Family Day Care Reserve	1,229,903	13,872	4,196	0	0	(106,706)	0	1,137,069	1,234,099
Golf Course Cottage Reserve	29,396	352	44	0	0	0	0	29,748	29,440
Golf Club Maintenance Reserve	8,846	108	13	5,004	0	(5,004)	0	8,954	8,859
Information Technology Reserve	2,597,169	34,760	8,040	0	0	(2,153,806)	(498,831)	478,123	2,106,378
Plant and Equipment Replacement Reserve	430,899	5,076	1,235	355,350	355,350	(744,150)	(101,307)	47,175	686,177
Public Arts Reserve	0	0	0	29,900	29,900	0	0	29,900	29,900
Refuse Reserve	5,644,888	0	0	3,000,000	0	(3,479,515)	0	5,165,373	5,644,888
Renewable Energy Efficiency Reserve	34,172	412	114	2,035	0	(2,035)	0	34,584	34,286
Restricted Grants & Contributions Reserve	2,187,985	0	0	0	0	(822,357)	(406,201)	1,365,628	1,781,783
Settlement Agreement Reserve	167,771	2,012	358	0	0	0	0	169,783	168,129
Workers Compensation Reserve	143,928	1,728	307	0	0	0	0	145,656	144,235
<b>Sub-Total Municipal Reserves</b>	<b>22,994,028</b>	<b>245,596</b>	<b>59,202</b>	<b>3,784,471</b>	<b>385,250</b>	<b>(10,068,870)</b>	<b>(1,543,613)</b>	<b>16,955,225</b>	<b>21,894,867</b>
<b>Developer Contribution Reserves</b>									
DCA 1 - Hard Infrastructure - Bertram	599,722	7,504	828	250,000	660,537	(713,153)	0	144,073	1,261,087
DCA 2 - Hard Infrastructure - Wellard	1,988,294	29,704	3,255	0	16,847	(2,117,556)	0	(99,558)	2,008,396
DCA 3 - Hard Infrastructure - Casuarina	0	0	0	3,499,637	0	(3,472,686)	0	26,951	0
DCA 4 - Hard Infrastructure - Anketell	521,489	6,484	1,412	0	53,024	(23,049)	0	504,924	575,926
DCA 5 - Hard Infrastructure - Wandi	427,218	5,312	1,169	20,000	561,924	(460,299)	0	(7,769)	990,310
DCA 6 - Hard Infrastructure - Mandogalup	274,056	4,776	524	0	297,311	(23,049)	0	255,783	571,890
DCA 7 - Hard Infrastructure - Wellard West	18,172	220	47	50,000	31,989	(23,049)	0	45,343	50,208
DCA 8 - Soft Infrastructure - Mandogalup	450,501	5,732	1,248	0	858,335	(24,120)	0	432,113	1,310,085
DCA 9 - Soft Infrastructure - Wandi/Anketell	11,941,274	142,840	31,270	0	696,383	(3,342,323)	0	8,741,791	12,668,927
DCA 10 - Soft Infrastructure - Casuarina/Anketell	204,182	2,700	599	0	0	(24,120)	0	182,762	204,782
DCA 11 - Soft Infrastructure - Wellard East	6,152,977	74,084	8,125	0	307,660	(24,120)	0	6,202,941	6,468,761
DCA 12 - Soft Infrastructure - Wellard West	8,468,096	101,872	11,170	0	988,378	(24,120)	0	8,545,848	9,467,644
DCA 13 - Soft Infrastructure - Bertram	263,326	3,408	754	0	0	(24,120)	0	242,614	264,079
DCA 14 - Soft Infrastructure - Wellard/Leda	706,921	8,104	1,922	0	69,729	(24,120)	0	690,905	778,572
DCA 15 - Soft Infrastructure - City Site	239,431	3,080	688	0	56,655	(24,120)	0	218,391	296,774
<b>Sub-Total Developer Contribution Reserves</b>	<b>32,255,658</b>	<b>395,820</b>	<b>63,011</b>	<b>3,819,637</b>	<b>4,598,770</b>	<b>(10,344,004)</b>	<b>0</b>	<b>26,127,111</b>	<b>36,917,440</b>
<b>Total Reserves</b>	<b>55,249,686</b>	<b>641,416</b>	<b>122,213</b>	<b>7,604,108</b>	<b>4,984,020</b>	<b>(20,412,874)</b>	<b>(1,543,613)</b>	<b>43,082,336</b>	<b>58,812,307</b>

Operating grants, subsidies and contributions	Unspent Grant	Current Budget	Budget	Actual	
Provider	Liability	Revenue	YTD Revenue	YTD Revenue	Comments
	\$	\$		\$	
<b>Governance</b>					
Local Government General Purpose Grant		314,584	157,292	251,596	Qtr 1 instalment received, higher than budgeted.
Local Government General Purpose Grant - Roads		270,000	135,000	196,132	Qtr 1 instalment received, higher than budgeted.
Non Rateable Property - Dampier to Bunbury Natural Gas Pipeline Corridor		175,570	0	0	
<b>Law, order, public safety</b>					
Department Fire and Emergency Services - ESL	0	188,172	139,381	141,129	First instalment of 2021 grant received early in June 20.
Department Fire and Emergency Services - RCTI ESG 1819	0	0	0	28,646	DFES Operating Grant from FY19 received July.
Western Australian Local Government (WALGA)	0	0	0	2,000	Review & development of plan for animal welfare in emergencies.
Mitigation Activity Fund Grant 20/21 Round 2	0	15,251	15,251	7,626	
<b>Health</b>					
Mosquito Management Contributions (CLAG)	0	21,504	12,544	28,477	
Department of Health - Larvicide	0	2,000	2,000	1,839	
<b>Education and welfare</b>					
Banksia Park Operating Cost Contribution	0	346,320	202,020	202,020	
Family Daycare - Mainstream Childcare Benefit Subsidy		3,436,608	2,004,688	1,483,742	
Family Daycare - Subsidy Other		46,476	27,111	201,268	
Family Daycare - Operational Subsidy - Dept of Communities NW04		0	0	484	
Family Daycare - Inclusion Subsidy Scheme		5,160	3,010	0	
In-Home Care - CCB Subsidy		900,000	525,000	534,863	
In-Home Care - Subsidy - Department of Communities		10,320	6,020	34,319	
Family Day Care Sustainability Grant	80,904	62,360	31,180	31,180	
NGALA My Time Program	0	10,560	5,280	7,920	
Operational Subsidy - Aboriginal Resource Worker		31,500	31,500	15,257	
Library Contributions and Donations		0	0	78	
Youth Social Justice Program	0	174,000	130,500	134,071	
Youth Leadership and Development LYRIK	0	30,000	20,000	0	
Youth Intervention Program	0	20,000	20,000	0	
Youth Spaces Activation	0	5,000	5,000	0	
<b>Community amenities</b>					
PTA Bus Shelter Subsidy		7,000	0	0	
SMCC - KIC Coastcare in the KIA		12,518	0	0	
SMCC - BP Coastcare		10,000	0	0	
SMCC - Perth Region NRM Kleenheat Project		0	0	0	
SMCC - Tronox Adopt a Beach		5,000	0	0	
SMCC - Suez/ProAlliance Adopt a Beach		5,000	0	0	
Greening fund	62,853	62,852	0	0	\$100k Grant received in 2018. 3year funding to 2021.
Bin Tagging Funding	0	12,000	0	0	
Sustainability Workshops	0	7,000	0	0	
Grow it Local	0	19,000	0	0	
<b>Recreation and culture</b>					
Shared Use Agreements	0	100,911	79,711	104,707	
Stay on Your Feet Program - Injury Matters	3,230	3,230	0	0	
Australia Day branding grant	0	0	0	1,000	
Good Things Foundation Grant - Get Online Week	0	1,000	1,000	1,000	
KIC Sponsorship 2020 Lollyrun		0	0	10,000	
Community Development Fund - Kwinana Industries Council		0	0	20,000	Kwinana Community Chest.
OMG Kwinana Fringe Festival		0	0	63,636	DLGSC & Fremantle Ports
<b>Transport</b>					
Main Roads Annual Direct Grant		190,000	190,000	191,745	
Main Roads Street Light Subsidy		6,000	0	0	
Main Roads Maintenance Contribution		134,000	67,000	65,890	
<b>TOTALS</b>	<b>146,987</b>	<b>6,640,896</b>	<b>3,810,488</b>	<b>3,760,626</b>	

Non-operating grants, subsidies and contributions Provider	Unspent Funds Liability	Current Budget Revenue	Budget YTD Revenue	Actual YTD Revenue	Comments
	\$	\$		\$	
<b>Law, order, public safety</b>					
Department Premier & Cabinet - Kwinana South extensions	30,000	431,000	376,000	0	
Department Premier & Cabinet - Mandogalup extensions	0	328,159	0	13,151	Final recognition of Grant received FY19. Project complete.
Department Fire and Emergency Services - Mandogalup Ablutions	0	0	328,159	110,824	Final 25% claim received October. Project complete.
<b>Recreation and culture</b>					
Medina Oval Extension/Upgrade - Changeroom Development	0	400,000	0	0	
Department of Infrastructure - Thomas Oval Lighting	0	37,500	0	37,500	Final claim completed.
Department of Education - McWhirter Promenade and Johnson Road landscaping	55,663	0	0	0	
Department of Education - Breccia Parade Footpath	0	0	0	2,547	
Local Roads and Community Infrastructure Program	0	229,000	0	0	
Lotterywest - Kwinana Loop Trail	0	0	0	38,000	Project complete.
<b>Transport</b>					
Roads to Recovery - Pace Road Re-seal	0	275,000	275,000	0	
Roads to Recovery - Orton Road Re-seal	0	174,000	174,000	0	
Roads to Recovery - Milton Place Re-seal	0	48,903	0	0	
State Road Grant - Wellard Road Duplication Project	0	142,997	77,350	0	
State Road Grant - Road Reseal - Ocean Street	0	230,133	230,133	181,952	
State Road Grant - Road Reseal - Cockburn Road NB	0	30,933	24,746	23,478	
State Road Grant - Road Reseal - Leath Road 1	0	66,200	52,960	26,480	
State Road Grant - Road Reseal - Leath Road 2	0	33,133	13,253	12,664	
State Road Grant - Road Reseal - Leath Road 3	0	263,533	210,826	104,604	
State Road Grant - Road Reseal - Mandurah Road SB1	0	125,533	125,533	98,920	
State Road Grant - Road Reseal - Mandurah Road NB 2	0	43,200	34,560	33,346	
State Road Grant - Road Reseal - Mason Rd	0	141,133	56,453	110,752	
Black Spot - Gilmore Avenue Pedestrian Crossing	0	158,740	124,000	30,940	
Black Spot - Meares Road - roundabout deflection treatment	0	73,333	0	29,333	
Perth Bicycle Network LG Grant - Gilmore Avenue Shared Path Stage 1 Design	0	40,700	0	32,560	
Perth Bicycle Network LG Grant - Parmelia Avenue Shared Path Stage 1 Design	0	29,400	0	23,520	
Local Roads and Community Infrastructure Program	236,640	305,720	0	30,720	Barwell Rd Footpath completed.
Local Roads and Community Infrastructure Program - Round 2	0	1,541,806	0	0	
<b>Economic services</b>					
Medina CCTV Grant	10,006.92	0	0	0	Carried forward 2019/20.
	0				
<b>Community amenities</b>					
DCA 1 - Hard Infrastructure - Bertram	660,537	713,153	0	0	
DCA 2 - Hard Infrastructure - Wellard	1,721,297	2,095,316	0	0	
DCA 3 - Hard Infrastructure - Casuarina	0	3,472,686	0	0	
DCA 4 - Hard Infrastructure - Anketell	1,200,960	23,049	0	0	
DCA 5 - Hard Infrastructure - Wandi	615,994	460,299	0	0	
DCA 6 - Hard Infrastructure - Mandogalup	569,703	23,049	0	0	
DCA 7 - Hard Infrastructure - Mandogalup (west)	49,262	23,049	0	0	
DCA 8 - Soft Infrastructure - Mandogalup	1,303,383	24,120	0	0	Revenue is recognised upon meeting perfomance obligations (in-line with expenditure on DCA infrastructure).
DCA 9 - Soft Infrastructure - Wandi / Anketell	10,983,358	3,342,323	0	0	
DCA 10 - Soft Infrastructure - Casuarina/Anketell	194,800	24,120	0	0	
DCA 11 - Soft Infrastructure - Wellard East	5,723,005	24,120	0	0	
DCA 12 - Soft Infrastructure - Wellard West	8,262,560	24,120	0	0	
DCA 13 - Soft Infrastructure - Bertram	170,063	24,120	0	0	
DCA 14 - Soft Infrastructure - Wellard / Leda	617,486	24,120	0	0	
DCA 15 - Soft Infrastructure - Townsite	326,553	24,120	0	0	
TOTALS	32,731,270.60	15,471,820	2,102,973	941,291	

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 JANUARY 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:

<b>Description</b>	<b>Opening Balance 1 July 2020</b>	<b>Amount Received</b>	<b>Amount Paid</b>	<b>Closing Balance 31 Jan 2021</b>
	\$	\$	\$	\$
APU Security Bonds	17,934	3,000	0	<b>20,934.00</b>
Contiguous Local Authorities Group (CLAG)	3,594	1,383	0	<b>4,976.70</b>
Public Open Space Cash In Lieu	283,848	36,765	0	<b>320,613.25</b>
	<b>305,376</b>	<b>41,148</b>	<b>0</b>	<b>346,523.95</b>

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

**NOTE 13  
BUDGET VARIATIONS**

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

Date	Description	Increase / (Decrease) to Net Surplus	Amended Budget Running Balance
		\$	\$
<b>24/06/2020</b>	<b>Annual Budget adoption</b>	<b>0</b>	<b>0</b>
<b>12/08/2020</b>	<b>Non-Operating Grants &amp; Contributions - Local Roads and Community Infrastructure Program</b>	534,720	
	Capital projects expenditure- Buildings	(229,000)	
	Capital projects expenditure - Footpaths	(145,720)	
	Capital projects expenditure - Roads	(160,000)	<b>0</b>
<b>26/08/2020</b>	<b>Opening Surplus Adjustment</b>	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)	<b>0</b>
<b>9/09/2020</b>	<b>Reallocation of budgets between Capital building projects as did not meet LRCI criteria</b>		
	W13856 - Maydwell Way - Window screens renewal	7,000	
	W13855 - Magenup Equestrian Centre - Stable renovation	7,000	
	W13633 - Sloans Cottage Accessibility Works	(14,000)	<b>0</b>
	<b>Allocation of FESA ESL Grant received</b>		
	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)	<b>0</b>
<b>20/09/2020</b>	<b>Transfer of Insurance proceeds from stolen statue to Public Arts Reserve.</b>		
	Insurance Proceeds	29,900	
	Transfer to Public Arts Reserve	(29,900)	<b>0</b>
	<b>Reallocation of capital funding.</b>		
	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)	<b>0</b>
<b>14/10/2020</b>	<b>Reallocation of capital funding to Kwinana South VBFB Station.</b>		
	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.		<b>0</b>
<b>28/10/2020</b>	<b>Reallocation of fleet vehicle replacement Plant 551.</b>		
	W13692/W13886 - Capital Expense - Plant and equipment	(10,000)	
	W13692/W13886 - Reserve Transfer - Plant and Equipment Replacement Reserve	10,000	<b>0</b>
	<b>Playground remediation work for Gemstone Park - reallocation of Parks for People Strategy funding.</b>		
	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)	<b>0</b>



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

**NOTE 13  
BUDGET VARIATIONS**

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

Date	Description	Increase / (Decrease) to Net Surplus	Amended Budget Running Balance
		\$	\$
<b>28/10/2020</b>	<b>Main Roads Black Spot funding (2/3) to construct pre-deflection treatment at Meares Avenue.</b>		
	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
	<b>In-house delivery of Age Friendly Strategy.</b>		
	Operating expense - City Engagement Admin - Salaries	(75,000)	
	Operating expense - City Executive - Consultancy	75,000	0
	<b>Thomas Oval Lighting carried forward from 2019/2020.</b>		
	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
	<b>Maintenance of Wellard sub drain for 21months following handover per Development Contribution Plan.</b>		
	Operating expense - Drainage maintenance - Wellard	(22,240)	
	Reserve transfer - DCA 2 Reserve	22,240	0
<b>12/11/2020</b>	<b>Good Things Foundation Grant</b>		
	Operating Grant Revenue	1,000	
	Operating expense - Special Events	(1,000)	0
	<b>Recquatic Café Splash opening</b>		
	Revenue - Café Income	44,058	
	Operating Expenditure (employee expenses, materials and contracts)	(44,058)	0
<b>25/11/2020</b>	<b>Recquatic Swim Club Office relocation</b>		
	W13873 Capital Expense - Swim Club Office relocation	(10,400)	
	Operating expense - Expendable equipment	10,400	0
	<b>Inhouse Printer for Rates department</b>		
	Capital expense - Folding/insertion machine with software	(17,505)	
	Operating expense - stationary and printing	17,505	0
	<b>DFES Mitigation Works Grant</b>		
	Revenue - Operating Grants	15,251	
	Operating expense - Mitigation works	(15,251)	0
<b>16/12/2020</b>	<b>Plant Replacement P227 Molnar 4 post Hoist</b>		
	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
<b>27/01/2021</b>	<b>Local Roads and Community Infrastructure Program - Round 2 Funding</b>		
	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
	<b>Family Day Care Vehicle - purchase rather than lease</b>		
	Capital Expense - Bright Futures - Vehicles	(55,000)	
	Operating Expense - Bright Futures - Lease Vehicles	(5,000)	
	Family Day Care Reserve	60,000	0

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

NOTE 13  
BUDGET VARIATIONS

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
		0	0



KEY TERMS AND DESCRIPTIONS  
FOR THE PERIOD ENDED 31 JANUARY 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.

### 18.3 2020 / 2021 Budget Review

#### DECLARATION OF INTEREST:

There were no declarations of interest declared.

#### SUMMARY:

This report presents the statutory Budget Review of the 2020/21 Budget. A number of budget variations are proposed as part of this review, which results in an overall favourable change of projected net current assets of \$4,527,996 as at 30 June 2021.

#### OFFICER RECOMMENDATION:

That Council:

1. Receives the 2020/21 Budget Review Report as per Attachment A and adopts the budget adjustments to the 2020/21 Statutory Budget;
2. Notes that the 2020/21 Budget Review results in a favourable improvement in the budget surplus as at 30 June 2021, with a forecast unallocated surplus of \$4,527,996; and
3. Allocate the \$4,527,996 surplus to the following projects and reserves;

<b>Operating Expenditure</b>	<b>\$</b>
Online Bookings System.	7,500
Industrial Relations advice.	10,000
Internal Audit.	15,000
Consultant for Bank Tender Review.	15,000
Regulation 17 Review.	16,000
Natural Area Management Plan.	25,000
City Leadership training.	146,000
<b>Capital Expenditure</b>	<b>\$</b>
Admin Building Refurbishment.	150,000
Corporate Business System Project.	619,795
<b>Transfers to Reserves</b>	<b>\$</b>
Workers Compensation Reserve.	180,000
Infrastructure Reserve - for future municipal portion of funding for PTA grants (shared pathways –in line with the Bike and Walk Plan).	360,000
Restricted Grants & Contribution Reserve - Workforce reclassification project.	400,000
Information Technology Reserve - Corporate Business System Project expenditure in 2021/2022.	400,000
Employee Leave Provision Reserve.	458,300
Asset Management Reserve.	\$1,725,401
<b>Total Allocated Surplus</b>	<b>\$4,527,996</b>

NOTE: AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

## 18.3 2020 / 2021 BUDGET REVIEW

**DISCUSSION:**

The Budget Review is a statutory review that is undertaken in accordance with the *Local Government Act 1995* and Regulation 33 of the *Local Government (Financial Management) Regulations 1996*. The purpose of this review is to identify significant variations from the Annual Budget and to recommend any amendments that may be necessary.

Changes to the Annual Budget are required during the year as circumstances change from when the Annual Budget was adopted by Council at the beginning of the financial year. Amendments to the Annual Budget will ensure that tight fiscal control is maintained over the City's finances.

The original adoption of the 2020/2021 Annual Budget was during the Covid19 pandemic. Budget discussions occurred from March through to May for adoption in late June 2020. Budget estimates were based on conservative income projections due to the City's Library, Recquatic and Community Centres being closed at the time. In late June 2020, these centres were reopened. This has resulted in the 2020/21 Budget Review including a number of significant variations and a closing surplus of \$4,527,996.

Part of this surplus relates to prior year savings, with \$1,473,954 increase to the closing balance surplus at 30 June due to reduced expenditure, and \$1.09m that was put aside in Reserve for Covid contingency. These funds were not required and can be distributed with the surplus as recommended.

The reopening of facilities in late June, and the return to normal for the community has meant that our original budget forecast was very conservative. The grants being offered by the State Government Housing Stimulus has also boosted the City's building and planning fees, as well as the interim rates raised since 1 July. Together with savings due to employee vacancies, the City has a healthy surplus to distribute.

Whilst the recent lockdown has shown that there are no guarantees, the City has handled the pandemic without overspending and still keeping staff and the community engaged. At this stage there would appear no need to set aside contingency funding.

The below table summarises the estimated closing surplus position as a result of this review and the variance to the original adopted budget.

	Adopted Budget	Revised Budget	Variance
Opening Surplus brought forward	1,360,000	2,833,954	1,473,954
Revenue from Operating Activities	60,261,335	61,465,156	1,203,821
Expenditure from Operating Activities	(74,732,015)	(74,801,017)	(69,002)
Depreciation/Other Non Cash	8,241,957	14,662,650	6,420,693
Investing Activities	(5,767,024)	(5,766,722)	302
Financing Activities	10,635,747	6,133,975	(4,501,772)
Closing Surplus	0	4,527,996	4,527,996

Provided below is a summary of the major variances to the Annual Budget as provided for within the Budget Review for 2020/21.

### 18.3 2020 / 2021 BUDGET REVIEW

#### Operating Revenue

Rates – increase \$819,682.

- This variance relates to actual interim rates raised plus a conservative forecast for the remainder of the year. More interim rates are expected to be received as a result of the state government housing stimulus provided to support the building and construction sectors.

Operating Grants, Subsidies and Contributions – decrease (\$149,752).

- Childcare subsidies (\$552k) offset by reduction in payment to care providers
- Financial assistance grants \$310k, amounts received have been higher than budgeted.
- OMG Fringe Festival grants & contributions \$72k and Lolly run contribution \$10k for event funding that were not budgeted for.

Fees and Charges – increase \$475,381.

- \$201k increase in budget for Building and Planning fees
- \$97k increase in budget for Refuse Removal Fee
- \$53k increase in budget for hire fees/rent

Interest Earnings – decrease (\$375,730).

- Low interest rates have been offered on term deposits resulting in less interest earnings received and expected for the remainder of the financial year.

Other Revenue – increase \$244,158.

- Reimbursements received from LGIS, insurance claims, legal expense reimbursements and other costs reimbursed from third parties.

Profit on Disposal of Assets – decrease (\$67,259).

- Due to the plant and equipment revaluation for the 2020/2021 financial year, the Asset net book value decreased for all the motor vehicles budgeted for resulting in a lower expected profit by \$62k.

#### Operating Expenditure

Employee Expenses – decrease \$1,036,855.

- Staff vacancies.
- Savings in Workers Compensation premiums \$149k.

Materials & Contracts – decrease \$723,216.

- \$651k Family Day Care (offset from reduction in subsidies received)

Depreciation – increase (\$1,737,021).

- \$1.7m increase in depreciation to allow for Infrastructure asset additions at the end of the financial year.

Loss of Disposal of Assets – decrease of \$62,841

- The replacement of Isuzu Tip Truck will not be occurring this financial year.
- Loss amounts have also been adjusted for three mowers that are not being replaced (deck replacement only).

### 18.3 2020 / 2021 BUDGET REVIEW

#### Investing Activities

Non-Operating Grants, Subsidies & Contributions - increase \$2,001,736

- \$2.07m LRCI funding First and Second Round (Budget Variations at OCM 12 August 2020 and 27 January 21).

Capital Expenditure – increase (\$2,025,818).

- \$2.07m LRCI expenditure for First and Second Round funding (Budget Variations at OCM 12 August 2020 and 27 January 21).

#### Financing Activities

Proceeds from new debentures – decrease of (\$5,000,000).

- \$5m decrease as WATC Short-term funding to cover potential cash shortage is no longer required.

Repayment for debentures - decrease of \$5,000,000.

- \$5m decrease as repayment of WATC Short-term funding is no longer required.

Proceeds from new leases – decrease of (\$34,031).

- \$34k decrease for Bright Futures replacement vehicle that will no longer be leased and purchased outright (Budget Variation at OCM 17 January 2021).

Transfers from Reserves – decrease (\$2,211,231).

- (\$3m) decrease in transfers from Waste Reserve that had been budgeted in the case of reduced cash flow. No longer required.
- \$1.23m increase in Restricted grants and contributions reserve transfers to adjust for actual carried forward amounts after year end (\$1.09m of this relates to the Co-vid19 contingency put aside that can be returned to Municipal funds).

Transfers to Reserves – increase of (\$2,259,210).

- (\$5.2m) increase in transfers to Developer Contribution reserves based on actuals contributions received.
- \$3m decrease in transfers to Waste Reserve to repay cash flow shortage. Funds were not required.

Further detail on variances to the Annual Budget are provided in the 2020/21 Budget Review Report, as contained within Attachment A.

#### LEGAL/POLICY IMPLICATIONS:

Regulation 33A of the *Local Government (Financial Management) Regulations 1996* requires that;

- (1) *Between 1 January and 31 March in each year a local government is to carry out a review of its annual budget for that year.*
  - (2A) *The review of an annual budget for a financial year must –*
    - (a) *Consider the local government's financial performance in the period beginning on the 1 July and ending no earlier than 31 December in that financial year; and*

**18.3 2020 / 2021 BUDGET REVIEW**

- (b) Consider the local government's financial position as at the date of the review; and
  - (c) Review the outcomes for the end of that financial year that are forecast in the budget.
- (2) Within 30 days after a review of the annual budget of a local government is carried out it is to be submitted to the council.
- (3) A council is to consider a review submitted to it and is to determine\* whether or not to adopt the review, any parts of the review or any recommendations made in the review.
- \*Absolute majority required*
- (4) Within 30 days after a council has made a determination, a copy of the review and determination is to be provided to the Department.

**FINANCIAL/BUDGET IMPLICATIONS:**

The financial implications related to this review are outlined in this report. No additional funds are required from these adjustments. Based on the review and the recommended allocation of the surplus, there will be balanced budget with zero budget surplus at 30 June 2021.

**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.



## 18.3 2020 / 2021 BUDGET REVIEW

**PUBLIC HEALTH IMPLICATIONS:**

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

**RISK IMPLICATIONS:**

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

Risk Event	Inadequate management of the City's provisions, revenues and expenditures.
Risk Theme	Failure to fulfil statutory regulations or compliance requirements 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 risk)
Response to risk treatment required/in place	Annual adoption of variance tolerances for reporting purposes.
Rating (after treatment)	Low

**COUNCIL DECISION**

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

**That Council:**

- 1. Receives the 2020/21 Budget Review Report as per Attachment A and adopts the budget adjustments to the 2020/21 Statutory Budget;**
- 2. Notes that the 2020/21 Budget Review results in a favourable improvement in the budget surplus as at 30 June 2021, with a forecast unallocated surplus of \$4,527,996; and**
- 3. Allocate the \$4,527,996 surplus to the following projects and reserves;**

<b>Operating Expenditure</b>	<b>\$</b>
Online Bookings System.	7,500
Industrial Relations advice.	10,000
Internal Audit.	15,000
Consultant for Bank Tender Review.	15,000
Regulation 17 Review.	16,000
Natural Area Management Plan.	25,000
City Leadership training.	146,000
<b>Capital Expenditure</b>	<b>\$</b>
Admin Building Refurbishment.	150,000
Corporate Business System Project.	619,795

## 18.3 2020 / 2021 BUDGET REVIEW

<b>Transfers to Reserves</b>	<b>\$</b>
Workers Compensation Reserve.	180,000
Infrastructure Reserve - for future municipal portion of funding for PTA grants (shared pathways –in line with the Bike and Walk Plan).	360,000
Restricted Grants & Contribution Reserve - Workforce reclassification project.	400,000
Information Technology Reserve - Corporate Business System Project expenditure in 2021/2022.	400,000
Employee Leave Provision Reserve.	458,300
Asset Management Reserve.	\$1,725,401
<b>Total Allocated Surplus</b>	<b>\$4,527,996</b>

**CARRIED BY AN ABSOLUTE MAJORITY OF COUNCIL**  
7/0

# Budget Review

## 2020/21



**CITY OF KWINANA  
2020/2021 BUDGET REVIEW REPORT**

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

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**CITY OF KWINANA**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**BUDGET REVIEW 2020/2021**

BY NATURE OR TYPE

	Note	Adopted Annual Budget (a)	Revised Budget 2020/21 (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Actuals as at 31/12/2020
		\$	\$	\$	%	\$
<b>Opening funding surplus / (deficit)</b>		1,360,000	<b>2,833,954</b>	1,473,954	108.4%	<b>2,833,950</b>
<b>Revenue from operating activities</b>						
Rates		39,933,543	<b>40,753,225</b>	819,682	2.1%	<b>40,683,131</b>
Operating grants, subsidies and contributions	3	6,617,653	<b>6,467,901</b>	(149,752)	(2.3%)	<b>3,381,081</b>
Fees and charges		11,913,171	<b>12,388,552</b>	475,381	4.0%	<b>9,153,461</b>
Interest earnings		1,220,577	<b>844,847</b>	(375,730)	(30.8%)	<b>468,843</b>
Other revenue		709,222	<b>953,380</b>	244,158	34.4%	<b>742,311</b>
Profit on disposal of assets	5	124,510	<b>57,251</b>	(67,259)	(54.0%)	<b>9,190</b>
		<b>60,518,676</b>	<b>61,465,156</b>	<b>946,480</b>	(46.6%)	<b>54,438,016</b>
<b>Expenditure from operating activities</b>						
Employee costs		(28,033,854)	<b>(26,996,999)</b>	1,036,855	(3.7%)	<b>(13,024,312)</b>
Materials and contracts		(27,604,630)	<b>(26,881,414)</b>	723,216	(2.6%)	<b>(11,258,123)</b>
Utility charges		(2,557,908)	<b>(2,479,418)</b>	78,490	(3.1%)	<b>(1,051,524)</b>
Depreciation on non-current assets		(14,691,676)	<b>(16,428,697)</b>	(1,737,021)	11.8%	<b>(7,969,600)</b>
Interest expenses		(987,579)	<b>(975,909)</b>	11,670	(1.2%)	<b>(397,839)</b>
Insurance expenses		(583,736)	<b>(586,394)</b>	(2,658)	0.5%	<b>(584,756)</b>
Other expenditure		(446,888)	<b>(431,942)</b>	14,946	(3.3%)	<b>(8,781)</b>
Loss on disposal of assets	5	(83,085)	<b>(20,244)</b>	62,841	(75.6%)	<b>(11,454)</b>
		<b>(74,989,356)</b>	<b>(74,801,017)</b>	<b>188,339</b>	(77%)	<b>(34,306,388)</b>
Non-cash amounts excluded from operating activities		8,241,957	<b>14,662,650</b>	6,420,693	77.9%	<b>13,556,034</b>
<b>Amount attributable to operating activities</b>		<b>(6,228,723)</b>	<b>1,326,789</b>	<b>7,555,512</b>	78%	<b>33,687,662</b>
<b>Investing activities</b>						
Grants, Subsidies and Contributions	3	13,434,461	<b>15,436,197</b>	2,001,736	14.9%	<b>712,526</b>
Proceeds from disposal of assets	5	473,350	<b>463,703</b>	(9,647)	(2.0%)	<b>149,230</b>
Purchase right of use assets		(553,000)	<b>(518,969)</b>	34,031	(6.2%)	<b>0</b>
Self-Supporting Loan Principal Received	6	17,269	<b>17,269</b>	0	0.0%	<b>10,014</b>
Self-Supporting Loan Principal Paid		(17,269)	<b>(17,269)</b>	0	0.0%	<b>(8,563)</b>
Payments for property, plant and equipment	2	(19,121,835)	<b>(21,147,653)</b>	(2,025,818)	10.6%	<b>(3,905,458)</b>
<b>Amount attributable to investing activities</b>		<b>(5,767,024)</b>	<b>(5,766,722)</b>	<b>302</b>	17%	<b>(3,042,252)</b>
<b>Financing Activities</b>						
Proceeds from new debentures	6	5,000,000	<b>0</b>	(5,000,000)	(100.0%)	<b>0</b>
Repayment of debentures	6	(6,871,990)	<b>(1,871,990)</b>	5,000,000	(72.8%)	<b>(924,543)</b>
Proceeds from new leases		553,000	<b>518,969</b>	(34,031)	(6.2%)	<b>0</b>
Payments for principal portion of lease liabilities		(229,206)	<b>(226,506)</b>	2,700	(1.2%)	<b>(58,625)</b>
Transfer from reserves	4	20,399,567	<b>18,188,336</b>	(2,211,231)	(10.8%)	<b>1,377,625</b>
Transfer to reserves	4	(8,215,624)	<b>(10,474,834)</b>	(2,259,210)	27.5%	<b>(4,850,207)</b>
<b>Amount attributable to financing activities</b>		<b>10,635,747</b>	<b>6,133,975</b>	<b>(4,501,772)</b>	(163%)	<b>(4,455,750)</b>
<b>Closing funding surplus / (deficit)</b>		<b>0</b>	<b>4,527,996</b>	<b>4,527,996</b>		<b>29,023,610</b>

**CITY OF KWINANA**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**BUDGET REVIEW 2020/2021**

BY STATUTORY REPORTING PROGRAM

	Adopted Annual Budget (a)	Revised Budget 2020/21 (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Actuals as at 31/12/2020
	\$	\$	\$	%	\$
<b>Opening funding surplus / (deficit)</b>	1,360,000	2,833,954	1,473,954	(0.0%)	2,833,950
<b>Revenue from operating activities</b>					
Governance	78,904	195,434	116,530	(2.5%)	190,632
General Purpose Funding - Rates	39,933,543	40,753,225	819,682	(0.2%)	40,683,131
General Purpose Funding - Other	2,249,185	2,065,737	(183,448)	(50.6%)	1,019,674
Law, Order and Public Safety	401,662	421,272	19,610	(27.1%)	307,011
Health	117,705	130,373	12,668	(46.4%)	69,933
Education and Welfare	7,119,907	6,512,051	(607,856)	(50.1%)	3,252,706
Community Amenities	5,899,455	6,196,314	296,859	(5.8%)	5,839,599
Recreation and Culture	2,547,762	2,831,307	283,545	(47.7%)	1,479,712
Transport	330,000	329,525	(475)	(21.8%)	257,635
Economic Services	1,312,816	1,441,866	129,050	(40.3%)	861,336
Other Property and Services	527,737	588,052	60,315	(18.9%)	476,650
	60,518,676	61,465,156	946,480		54,438,016
<b>Expenditure from operating activities</b>					
Governance	(4,174,355)	(4,063,506)	110,849	(48.9%)	(2,074,462)
General Purpose Funding	(981,665)	(914,347)	67,318	(51.5%)	(443,731)
Law, Order and Public Safety	(3,259,022)	(3,089,588)	169,434		(1,492,094)
Health	(931,464)	(931,757)	(293)		(428,288)
Education and Welfare	(11,199,081)	(10,323,364)	875,717		(4,924,552)
Community Amenities	(10,967,514)	(10,683,233)	284,281	(59.5%)	(4,322,166)
Recreation and Culture	(21,992,997)	(22,452,617)	(459,620)	(51.2%)	(10,946,734)
Transport	(15,537,314)	(16,548,100)	(1,010,786)	(58.2%)	(6,913,765)
Economic Services	(1,875,875)	(1,923,786)	(47,911)	(61.1%)	(747,558)
Other Property and Services	(4,070,069)	(3,870,719)	199,350	(48.0%)	(2,013,038)
	(74,989,356)	(74,801,017)	188,339		(34,306,388)
Non-cash amounts excluded from operating activities	8,241,957	14,662,650	6,420,693	(7.5%)	13,556,034
<b>Amount attributable to operating activities</b>	(6,228,723)	1,326,789	7,555,512		33,687,662
<b>Investing activities</b>					
Grants, Subsidies and Contributions	3 13,434,461	15,436,197	2,001,736	(95.4%)	712,526
Proceeds from disposal of assets	5 473,350	463,703	(9,647)	(67.8%)	149,230
Purchase right of use assets	(553,000)	(518,969)	34,031	(100.0%)	0
Self-Supporting Loan Principal Received	6 17,269	17,269	0	(42.0%)	10,014
Self-Supporting Loan Principal Paid	(17,269)	(17,269)	0	(50.4%)	(8,563)
Payments for property, plant and equipment	2 (19,121,835)	(21,147,653)	(2,025,818)	(81.5%)	(3,905,458)
<b>Amount attributable to investing activities</b>	(5,767,024)	(5,766,722)	302		(3,042,252)
<b>Financing Activities</b>					
Proceeds from new debentures	6 5,000,000	0	(5,000,000)	0.0%	0
Repayment of debentures	6 (6,871,990)	(1,871,990)	5,000,000	(50.6%)	(924,543)
Proceeds from new leases	553,000	518,969	(34,031)	(100.0%)	0
Payments for principal portion of lease liabilities	(229,206)	(226,506)	2,700	(74.1%)	(58,625)
Transfer from reserves	4 20,399,567	18,188,336	(2,211,231)	(92.4%)	1,377,625
Transfer to reserves	4 (8,215,624)	(10,474,834)	(2,259,210)	(53.7%)	(4,850,207)
<b>Amount attributable to financing activities</b>	10,635,747	6,133,975	(4,501,772)		(4,455,750)
<b>Closing funding surplus / (deficit)</b>	0	4,527,996	4,527,996		29,023,610



**CITY OF KWINANA**  
**STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING**  
**BUDGET REVIEW 2020/2021**

Capital acquisitions	Adopted Annual Budget (a)	Revised Budget 2020/21 (b)	Variance (a) - (b)	Actuals as at 31/12/2020
			\$	
Land and Buildings	5,231,570	5,854,355	(622,785)	461,932
Plant, Furniture and Equipment	2,344,265	1,376,000	968,265	372,662
Intangible Assets	622,809	1,642,813	(1,020,004)	575,412
Infrastructure - Roads	3,642,090	4,632,810	(990,720)	1,348,961
Infrastructure - Parks & Reserves	994,154	845,835	148,319	384,689
Infrastructure - Footpaths	191,075	699,968	(508,893)	190,656
Infrastructure - Car Parks	0	0	0	0
Infrastructure - Drainage	5,822,737	5,822,737	0	434,142
Infrastructure - Bus Shelters	36,630	36,630	0	6,221
Infrastructure - Street Lights	236,505	236,505	0	130,783
Infrastructure - Other	0	0	0	0
<b>Payments for Capital Acquisitions</b>	<b>19,121,835</b>	<b>21,147,653</b>	<b>(2,025,818)</b>	<b>3,905,458</b>
Right of use assets	553,030	518,969	34,061	0
<b>Total Capital Acquisitions</b>	<b>19,674,865</b>	<b>21,666,622</b>	<b>(1,991,757)</b>	<b>3,905,458</b>
<b>Capital Acquisitions Funded By:</b>				
	\$	\$	\$	\$
Capital grants and contributions	3,112,697	5,152,074	(2,039,377)	712,526
Borrowings	0	0	0	0
Lease liabilities	553,030	518,969	34,061	0
Disposal of Assets	473,350	463,703	9,647	142,628
Cash Backed Reserves	8,684,361	14,781,709	(6,097,348)	820,295
Municipal Funds	6,851,427	750,167	6,101,260	2,230,009
<b>Capital funding total</b>	<b>19,674,865</b>	<b>21,666,622</b>	<b>(1,991,757)</b>	<b>3,905,458</b>

**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.

**CITY OF KWINANA**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**BUDGET REVIEW 2020/2021**

**NOTE 1**  
**EXPLANATION OF MATERIAL VARIANCES BY NATURE & TYPE**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.  
The material variance adopted by Council for the 2020-21 year is \$50,000 or 5.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Explanation of Variance
<b>Revenue from operating activities</b>	\$	%	
Rates	819,682	2% ▲	This relates to actual interim rates raised plus a conservative forecast for the remainder of the year. More interim rates are expected as a result of the State Government housing stimulus provided to support the building and construction sectors.
Operating Grants, Subsidies and Contributions	(149,752)	-2% ▼	(\$552k) Childcare subsidies offset by reduction in payment to care providers \$310k Financial assistance grants, amounts received have been higher than budgeted. \$82k OMG Fringe Festival grants & contributions \$72k and Lolly run contribution \$10k for event funding that were not budgeted for.
Fees and Charges	475,381	4% ▲	\$201k increase in budget for Building and Planning fees due to the state government housing stimulus. \$97k increase in budget for Refuse Removal Fee. \$53k increase in budget for hire fees/rent.
Interest Earnings	(375,730)	-31% ▼	Low interest rates have been offered on term deposits resulting in less interest earnings received and expected for the remainder of the financial year.
Other Revenue	244,158	34% ▲	\$89k increase for insurance reimbursements received that were not budgeted for. \$86k increase for reimbursement accounts that were not budgeted for. \$35k increase for private works reimbursements.
Profit on Disposal of Assets	(67,259)	-54% ▼	Asset net book value decreased of all the motor vehicles budgeted for disposal (due to the plant and equipment revaluation for the 2020/2021 financial year) resulting in a net book value increase of \$98k. This reduced the expected profit by \$67k. Refer Note 5: Disposal of Assets
<b>Expenditure from operating activities</b>			
Employee Costs	1,036,855	-4% ▼	Staff Vacancies: \$292k City Leadership. \$155k Community Engagement. \$144k Contracts and Tenders. \$149k savings in Workers Compensation. \$15k decrease in training budget.
Materials and Contracts	723,216	-3% ▼	\$651k Family Day Care (offset from reduction in subsidies received).
Utility Charges	78,490	-3% ▼	\$78k decrease due to lower electricity costs for the Administration and Recquatic buildings.
Depreciation on Non-Current Assets	(1,737,021)	12% ▲	\$1.73m increase in depreciation to allow for Infrastructure asset additions at the end of the financial year.
Interest Expenses	11,670	-1% ▼	
Insurance Expenses	(2,658)	0% ▲	
Other Expenditure	14,946	-3% ▼	
Loss on Disposal of Assets	62,841	-76% ▼	\$38k reduction as Plant Replacement P443 Isuzu Tip Truck 6x4 will not occur this year \$26k reduction for the removal of the disposal of 2 x Toro mowers originally budgeted for disposal with no proceeds, the deck only is being replaced Refer Note 5: Disposal of Assets.

**CITY OF KWINANA**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**BUDGET REVIEW 2020/2021**

**NOTE 1**  
**EXPLANATION OF MATERIAL VARIANCES BY NATURE & TYPE**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.  
The material variance adopted by Council for the 2020-21 year is \$50,000 or 5.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Explanation of Variance
<b>Investing activities</b>			
Non-Operating Grants, Subsidies and Contributions	2,001,736	15% ▲	\$2.07m LRCI funding First and Second Round (Budget Variations at OCM 12 August 2020 and 27 January 21) Refer Note 3: Grants, Subsidies and Contributions for further detail.
Proceeds from disposal of assets	(9,647)	-2% ▼	
Self-Supporting Loan Principal	0	0%	
Payments for property, plant and equipment	(2,025,818)	11% ▲	\$2.07m LRCI expenditure for First and Second Round funding (Budget Variations at OCM 12 August 2020 and 27 January 21) Refer Note 2: Capital Expenditure for further detail.
<b>Financing activities</b>			
Proceeds from new debentures	(5,000,000)	-100% ▼	\$5m decrease as WATC Short-term funding to cover potential cash shortage is no longer required.
Repayment of debentures	5,000,000	-73% ▼	\$5m decrease as repayment of WATC Short-term funding is no longer required.
Proceeds from New Leases	(34,031)	-6% ▼	\$34k decrease for Bright Futures replacement vehicle which will no longer be leased and purchased outright (Budget Variation at OCM 17 January 2021).
Payments for principal portion of lease liabilities	2,700	-1% ▼	
Transfer from reserves	(2,211,231)	-11% ▼	(\$3.2m) decrease in transfers from Waste Reserve that are longer needed. \$1.23m increase in Restricted grants and contributions reserve transfers to adjust for actual carried forward amounts after year end (\$1.09m of this relates to the Covid19 contingency put aside that can be returned to Municipal funds).
Transfer to reserves	(2,259,210)	27% ▲	(\$5.2m) increase in transfers to Developer Contribution reserves based on actuals received. \$3m decrease in transfers to Waste Reserve that are no longer needed.

Capital Expenditure	Adopted Budget	Current Budget	Revised Budget	Variance to Original Budget	Actual as at 31/12/2020	Comments
<b>Buildings</b>						
Building & Parks Contingency	101,750	101,750	101,750	0	37,504	As needed.
Administration Building Refurbishment	40,000	40,000	40,000	0	15,887	In progress.
Animal Care Facility Refurbishment	85,470	85,470	85,470	0	0	Quotes to be received January.
Kwinana South VBFB Station Extensions	376,000	376,000	699,600	(323,600)	183	Funding to be finalised.
Kwinana South VBFB Station Upgrade	30,000	62,700	62,700	(32,700)	0	Funding to be finalised.
Mandogalup VBFB Station Extensions	328,159	328,159	134,246	193,913	134,246	DFES Grant funded. Construction completed August.
Mandogalup VBFB Station Upgrade	25,000	25,000	26,302	(1,302)	1,600	Construction completed August.
Mandogalup VBFB - Repair storage room cracked wall	0	5,000	5,000	(5,000)	0	LRCI Projects. Commencing February.
Recquatic Front Counter - Automated Gates	90,000	90,000	90,000	0	0	Works planned for May/June.
Recquatic - Swim School Office Relocation	0	10,400	10,400	(10,400)	3,484	Project completed January.
Recquatic Resurface Floor	7,875	7,875	7,855	20	375	
Recquatic Spa balance tank lid and ladder	8,400	8,400	8,400	0	400	Project completed using operational budget. Funds to be reallocated.
Recquatic 25m backwash tank lid Replacement	7,350	350	0	7,350	350	Project completed using operational budget. Budget removed.
Recquatic Centre - Internal paint public areas	0	8,000	8,000	(8,000)	0	LRCI Projects. Works planned for January/February.
Recquatic Centre - Entrance area external walls repaint	0	25,000	25,000	(25,000)	0	LRCI Projects. Works planned for January/February.
Recquatic Centre - Grout renewal - change rooms replace damaged grout	0	25,000	25,000	(25,000)	0	LRCI Projects.
Darius Wells Stormwater System	27,300	27,300	27,300	0	1,300	Specification complete, quoting in progress.
Darius Wells Roof Fall Arrest System	21,000	21,000	21,000	0	1,000	Works planned for February.
Darius Wells Knowledge Centre - Roof leak repair	0	3,500	3,500	(3,500)	0	LRCI Projects. In progress.
Darius Wells Automate Disabled Toilet Doors	21,000	26,000	26,000	(5,000)	21,505	LRCI Projects. Works complete, awaiting invoices.
Darius Wells Room Conversion	9,666	9,666	9,666	0	0	To be completed by end of May.
John Wellard Community Centre External Paint	6,300	6,300	6,300	0	300	LRCI Projects. In progress.
John Wellard Community Centre Stormwater System	22,050	17,050	12,382	9,668	12,382	Project complete.
John Wellard Community Centre - Paving stain cleaning/repaint due to vandalism	0	10,000	10,000	(10,000)	0	LRCI Projects. In progress.
John Wellard Community Centre - Wall Finishes - meeting rooms repaint	0	7,000	7,000	(7,000)	5,020	LRCI Projects. Project complete, awaiting invoice.
John Wellard Community Centre - Wisteria room carpet replacement	0	15,000	15,000	(15,000)	0	LRCI Projects.
William Bertram Community Centre - External cracked walls repairs/metal fencing repaint	0	7,000	7,000	(7,000)	0	LRCI Projects.
William Bertram Community Centre - External walls repaint in the playground area	0	7,000	7,000	(7,000)	0	LRCI Projects.
William Bertram Community Centre - Rusted gutters restoration close to playground area	0	7,000	7,000	(7,000)	0	LRCI Projects.
Zone Youth Centre - Roof leak repair	0	10,000	10,000	(10,000)	0	LRCI Projects.
Sloans Cottage Accessibility Works	26,709	12,709	12,709	14,000	5,272	Engaging heritage architect.
Sloans Heritage (Caretaker) Cottage Accessibility Works	20,700	64,700	64,700	(44,000)	350	Engaging heritage architect.
Parmelia House Roof Renovation	47,775	15,075	15,002	32,773	15,002	Project complete. Budget savings transferred to Kwinana South VBFB Station upgrade.
Medina Oval Change rooms - Terracing/seating/accessibility	0	15,000	15,000	(15,000)	0	LRCI Projects. Works planned for January.
Medina Oval Toilet Refurbishment	26,250	26,250	26,250	0	1,250	
Medina Hall - Isabela Corker wing - lift, dispose, install and underlay carpet	0	4,000	4,000	(4,000)	0	LRCI Projects.
Medina Centre - CCTV, lighting and WIFI upgrades	0	0	10,007	(10,007)	6,958	Carried forward from 2019/2020.
Calista Oval Tennis Clubrooms	137,363	137,363	137,363	0	122,764	Project complete.

Capital Expenditure	Adopted Budget	Current Budget	Revised Budget	Variance to Original Budget	Actual as at 31/12/2020	Comments
<b>Buildings (continued)</b>						
Rhodes Park Accessible Toilet Design	15,750	15,750	0	15,750	450	Brief in progress.
Challenger Beach Ablutions Structural Renewal	10,500	10,500	0	10,500	500	Assessment in progress.
DCA 9 Local Sportsground Clubroom Honeywood Primary School Oval	3,718,203	3,718,203	3,718,203	0	72,850	Project on hold during community engagement process.
Wandi Resource Centre Asbestos Removal Program	15,750	15,750	15,750	0	750	Quotes received.
Goldney Velodrome BMX Track Kiosk & Ablution - External wall repaint/paving restoration	0	12,000	12,000	(12,000)	0	LRCI Projects. Works planned for February.
Thomas Oval Electrical Compound - External walls cleaning/renewal and painting	0	4,500	4,500	(4,500)	0	LRCI Projects. Works planned for February.
Wellard Pavilion - External wall finishes.	0	10,000	10,000	(10,000)	0	LRCI Projects. Works planned for February.
Wells Park public toilet - External brick wall and paving cleaning/repaint	0	10,000	10,000	(10,000)	0	LRCI Projects.
18 Maydwell Way Asbestos Removal Program	5,250	5,250	5,500	(250)	250	Works planned for January.
18 Maydwell Way - Window screen renewal	0	7,000	7,000	(7,000)	0	Works planned for January.
Magenup Equestrian Centre - Stable renovation	0	7,000	7,000	(7,000)	0	Works planned for March.
Darius Wells Library and Resource Centre - Electrical Works (Including solar switch board and C-Bus	0	80,000	80,000	(80,000)	0	LRCI Project. Budget Variation OCM 27 January 2021.
Darius Wells Library and Resource Centre - Ken Jackman hall flooring replacement with acoustic harc	0	45,000	45,000	(45,000)	0	LRCI Project. Budget Variation OCM 27 January 2021.
John Wellard Community Centre - Repair solar panels connection to roof sheeting to reseal to prever	0	10,000	10,000	(10,000)	0	LRCI Project. Budget Variation OCM 27 January 2021.
Koorliny Community Arts Centre - Air conditioner and exhaust fan replacements.	0	8,500	8,500	(8,500)	0	LRCI Project. Budget Variation OCM 27 January 2021.
Medina Oval Spectators Stand and Shelter - Grinding, cleaning and repair all steel members and repa	0	20,000	20,000	(20,000)	0	LRCI Project. Budget Variation OCM 27 January 2021.
Thomas Oval Pavilion(Old) - Roof Restoration including gutters and downpipes.	0	20,000	20,000	(20,000)	0	LRCI Project. Budget Variation OCM 27 January 2021.
Zone Youth Centre - Repaint Basketball court	0	30,000	30,000	(30,000)	0	LRCI Project. Budget Variation OCM 27 January 2021.
Recquatic Centre - Front Admin east and Reception area - Air conditioner replacements.	0	67,000	67,000	(67,000)	0	LRCI Project. Budget Variation OCM 27 January 2021.
<b>Buildings Total</b>	<b>5,231,570</b>	<b>5,744,470</b>	<b>5,854,355</b>	<b>(622,785)</b>	<b>461,932</b>	
<b>Plant, Furniture and Equipment</b>						
<b>Furniture and Equipment</b>						
Library - self returns shelves	12,355	12,355	12,355	0	0	Purchase complete January.
Library - self check out touchscreen computer & workstation	7,000	7,000	7,000	0	7,046	Purchase complete.
Library - self check out stations for Community Centres	25,438	25,438	25,438	0	0	
Replacement of Mayoral Chains	0	10,540	10,540	(10,540)	0	Carried forward from 2019/2020.
Folding/insertion machine with software for Rates	0	17,505	17,505	(17,505)	0	Purchase complete, awaiting invoices.
<b>Computing Equipment</b>						
City Website Redevelopment Stage 3 of 3	122,860	122,860	122,860	0	29,709	In progress.
Computing Equipment as required	25,438	25,438	25,438	0	0	As needed.
Corporate Business System Implementation	1,519,953	1,519,953	1,519,953	0	545,703	In progress.
<b>Plant and Equipment</b>						
Plant Replacement P275 Trailer Roller	23,500	23,500	21,000	2,500	0	
Plant Replacement P499 DECK - Toro Ride on mower	5,500	5,500	5,440	60	5,440	Purchase complete.
Plant Replacement P500 DECK - Toro Ride on mower	5,500	5,500	5,440	60	5,440	Purchase complete.
Plant Replacement P531 DECK - Toro Ride on mower	5,500	5,500	5,440	60	0	
Plant Replacement P114 Tandem Axle Tilt Trailer	15,000	15,000	15,000	0	0	
Plant Replacement P120 Trailer Box top - Coastcare	3,500	3,500	3,500	0	0	

Capital Expenditure	Adopted Budget	Current Budget	Revised Budget	Variance to Original Budget	Actual as at 31/12/2020	Comments
<b>Plant and Equipment (continued)</b>						
Plant Replacement P148 Trailer box 7x4 with water tank and Pump	10,500	10,500	9,200	1,300	9,200	Purchase complete.
Plant Replacement P199 Trailer box 7x4 with water tank and pump	10,500	10,500	10,150	350	0	
Plant Replacement P351 Mitsubishi Canter Tip Truck	135,000	135,000	140,000	(5,000)	0	
Plant Replacement P392 Mitsubishi Canter Fuso	95,000	95,000	100,000	(5,000)	0	
Plant Replacement P443 Isuzu Tip Truck 6x4	150,000	150,000	0	150,000	0	
Plant Replacement P223 Volvo Loader L70	260,000	260,000	260,000	0	0	
Plant Replacement P227 Molnar 4 post Hoist	0	18,541	18,541	(18,541)	0	
Traffic Management - Traffic Equipment	26,530	26,530	26,530	0	22,491	Signs arrived August.
Recquatic Pool Upgrades	0	32,000	30,500	(30,500)	30,500	Project complete.
Outdoor toxic substance unit PR850-6	0	6,081	6,081	(6,081)	6,080	Project complete. Budget Variation OCM 27 January 2021.
<b>Motor Vehicles</b>						
Plant Replacement P551	43,000	33,000	32,117	10,883	32,117	Purchase complete.
Plant Replacement P483	27,500	27,500	25,978	1,522	25,978	Purchase complete.
Plant Replacement P511	43,000	43,000	42,629	371	42,629	Purchase complete.
Plant Replacement P515	35,000	35,000	34,826	174	34,826	Purchase complete.
Plant Replacement P492	27,500	27,500	27,069	431	27,069	Purchase complete.
Plant Replacement P448	42,000	42,000	46,357	(4,357)	0	
Plant Replacement P479	40,000	40,000	45,066	(5,066)	0	
Plant Replacement P484	45,000	45,000	48,192	(3,192)	0	
Plant Replacement P485	40,000	40,000	39,971	29	39,971	Purchase complete.
Plant Replacement P487	40,000	40,000	42,641	(2,641)	42,641	Purchase complete.
Plant Replacement P493	40,000	40,000	41,234	(1,234)	41,234	Purchase complete.
Plant Replacement P494	40,000	40,000	45,855	(5,855)	0	
Plant Replacement P432	45,000	45,000	42,180	2,820	0	
Additions to P587 KWN1934 CVR6231 - Warning and bar lights - Bullbar and recovery points	0	0	9,090	(9,090)	0	Budget reallocation from operating to capital. Project complete.
Plant Replacement - P574 1GWW680 - written off vehicle	0	39,697	39,697	(39,697)	0	Budget Variation OCM 27 January 2021.
Plant Replacement P478 1EYT548	0	55,000	55,000	(55,000)	0	Budget Variation OCM 27 January 2021.
Prepayment to secure 21/22 transportation vehicles.	0	3,000	3,000	(3,000)	0	Budget Variation OCM 27 January 2021.
<b>Plant , Furniture and Equipment Total</b>	<b>2,967,074</b>	<b>3,139,438</b>	<b>3,018,813</b>	<b>(51,739)</b>	<b>948,074</b>	
<b>Park and Reserves</b>						
KIA Street Tree Planting Program	76,313	76,313	76,313	0	3,634	Design completed.
Kwinana Loop Trail	10,000	10,000	10,608	(608)	10,608	Carried forward from 2019/20. Project complete.
Thomas Oval Lighting	413,361	278,754	278,754	134,607	260,298	Project complete, awaiting invoices.
Bertram Street Tree Planting Program	111,925	111,925	111,925	0	5,330	Design complete.
Parks for People Strategy Ascot Park	145,000	1,320	1,320	143,680	1,320	Design endorsed by community.
Parks for People Strategy Peace Park	10,000	10,000	10,000	0	1,200	In progress.
Parks for People Strategy Gemstone Park	0	129,360	129,360	(129,360)	1,800	Tree assessment complete.
POS / Parks & Reserves Renewals Bores, Fencing, Irrigation	227,555	227,555	227,555	0	100,499	
<b>Parks and Reserves Total</b>	<b>994,154</b>	<b>845,227</b>	<b>845,835</b>	<b>148,319</b>	<b>384,689</b>	



Capital Expenditure	Adopted Budget	Current Budget	Revised Budget	Variance to Original Budget	Actual as at 31/12/2020	Comments
<b>Roads</b>						
<b>Urban Road Grant Construction</b>						
Wellard Road Duplication Project MRRG / DCA Funded	282,905	282,905	139,908	142,997	15,502	Design and drafting in progress. Landscaping tender completed.
Road Reseal Renewals MRRG Ocean Street	345,200	345,200	345,200	0	314,079	Project completed, awaiting line marking.
Road Reseal Renewals MRRG Mandurah Road SB1	188,300	188,300	187,800	500	137,309	Project completed, awaiting line marking.
Road Reseal Renewals MRRG Mandurah Road NB 2	64,800	64,800	64,800	0	62,014	Project completed, awaiting line marking.
Road Reseal Renewals MRRG Cockburn Road NB	46,400	46,400	46,400	0	46,224	Project completed, awaiting line marking.
Road Reseal Renewals MRRG Leath Road 1	99,300	99,300	99,300	0	32,795	Project completed, awaiting line marking and invoices.
Road Reseal Renewals MRRG Leath Road 2	49,700	49,700	49,700	0	20,411	Project completed, awaiting line marking and invoices.
Road Reseal Renewals MRRG Leath Road 3	395,300	395,300	395,300	0	136,831	Project completed, awaiting line marking and invoices.
Road Reseal Renewals MRRG Mason Rd	211,701	211,701	211,701	0	170,973	In progress.
<b>Black Spot Grant Construction</b>						
Gilmore Avenue Pedestrian Crossing	262,073	262,073	258,273	3,800	244,629	Project complete, awaiting invoices.
Meares Road Challenger Avenue roundabout pre-deflection treatment	0	110,000	110,000	(110,000)	0	Design in progress.
<b>Roads to Recovery Grant Construction</b>						
Road Reseal Renewals RTR Pace Road	275,000	275,000	275,000	0	25,000	Works planned for March.
Road Reseal Renewals RTR Orton Road	174,000	174,000	174,000	0	15,818	Works planned for February.
Road Reseal Renewals RTR Milton Place	77,000	77,000	77,000	0	7,000	Works planned for March.
<b>DCA Funded Construction</b>						
DCA 5 - Lyon Road - Cassowary to Kenby	437,250	437,250	437,250	0	0	
DCA 2 Millar Road Chg 470 to 577. Developer to complete	293,983	293,983	293,983	0	0	
DCA 2 Sunrise Boulevard Internal Collector Road (b) Lot 59 - (Developer to complete)	351,079	351,079	351,079	0	0	
<b>LRCI Projects</b>						
Stefanelli Close - Road Resurfacing	0	75,000	75,000	(75,000)	24,755	LRCI Projects. In progress.
Wandi Drive - Road Resurfacing	0	85,000	85,000	(85,000)	71,167	LRCI Projects. Project complete, awaiting invoices.
Sicklemore Road, Parmelia reconstruction.	0	860,000	860,000	(860,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Summerton Road, Calista Traffic signals - Pedestrian crossing upgrade.	0	45,000	45,000	(45,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
<b>Municipal Road Construction</b>						
Traffic Management - Breccia Parade speed calming	6,699	6,699	0	6,699	0	
General Traffic Management - Traffic calming	81,400	44,733	51,116	30,284	24,454	
<b>Roads Total</b>	<b>3,642,090</b>	<b>4,780,423</b>	<b>4,632,810</b>	<b>(990,720)</b>	<b>1,348,961</b>	
<b>Street Lighting</b>						
Street Lighting - New - Leath Road	208,525	208,525	208,525	0	129,425	Project complete, awaiting invoices.
Street Lighting Upgrade reactive work street light requests	27,980	27,980	27,980	0	1,358	
<b>Street Lighting Total</b>	<b>236,505</b>	<b>236,505</b>	<b>236,505</b>	<b>0</b>	<b>130,783</b>	
<b>Bus Shelter Construction</b>						
Bus Shelter Upgrades	36,630	36,630	36,630	0	6,221	Civil works completed.
<b>Bus Shelter Construction Total</b>	<b>36,630</b>	<b>36,630</b>	<b>36,630</b>	<b>0</b>	<b>6,221</b>	

Capital Expenditure	Adopted Budget	Current Budget	Revised Budget	Variance to Original Budget	Actual as at 31/12/2020	Comments
<b>Footpath Construction</b>						
Footpath Renewals	50,875	50,875	50,875	0	35,351	
Gilmore Avenue Shared Path Stage 1 Design (Perth Bicycle Network LG Grants Program)	81,400	81,400	81,400	0	16,900	Design in progress.
Parmelia Avenue Shared Path Stage 1 Design (Perth Bicycle Network LG Grants Program)	58,800	58,800	58,800	0	15,800	Design completed.
Breccia Parade footpath	0	0	3,590	(3,590)	3,590	Carried forward from 2019/20. Project complete.
Barwell Road - Construction of 1.5m wide concrete footpath	0	30,720	33,997	(33,997)	33,997	LRCI Funding. Project complete.
Bilya Gardens - Construction of 2m wide concrete footpath	0	115,000	115,000	(115,000)	85,018	LRCI Funding. Project complete, awaiting invoices.
Gamble Place, Orelia - Install new footpath and widen the cul-de sac.	0	30,000	30,000	(30,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Joiner Place, Parmelia - Install new footpath and widen the cul-de sac.	0	30,000	30,000	(30,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Hunt Place (with Cowling Way), Parmelia - New 1.5m footpath construction.	0	20,000	20,000	(20,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Cowling Way (with Hunt Place ), Parmelia - New 1.5m footpath construction.	0	50,000	50,000	(50,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Porter Garden, Leda - New 1.5m footpath construction.	0	60,000	60,000	(60,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Pudney Place, Orelia - New 1.5m footpath construction.	0	20,000	20,000	(20,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Napoleon Way, Bertram - New 1.5m footpath construction.	0	16,000	16,000	(16,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Warrior Pass, Bertram - New 1.5m footpath construction.	0	18,000	18,000	(18,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Tranby Way, Bertram - New 1.5m footpath construction.	0	25,000	25,000	(25,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Ameer Cres, Bertram - New 1.5m footpath construction	0	23,000	23,000	(23,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Trust Way West, Bertram - New 1.5m footpath construction.	0	14,306	14,306	(14,306)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Roach Place, Orelia - New 1.5m footpath construction.	0	20,000	20,000	(20,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
Sub N drain path - Sunrise/Living Edge - New 2m footpath construction.	0	30,000	30,000	(30,000)	0	LRCI Project 2nd round. Budget Variation OCM 27 January 2021.
<b>Footpath Construction Total</b>	<b>191,075</b>	<b>693,101</b>	<b>699,968</b>	<b>(508,893)</b>	<b>190,656</b>	
<b>Drainage Construction</b>						
Drainage - DCA 2 Peel Sub N Drain - Lot 64 Woolcoot Road & Lot 379	1,093,205	1,093,205	1,093,205	0	241,407	Carried forward from 2019/20. Project complete, awaiting invoices.
Drainage - DCA 2 - Peel Sub N1 Drain - Lot 378 & 90	334,000	334,000	334,000	0	0	Completed last year.
DCA1 Stormwater Management Infrastructure	572,473	572,473	572,473	0	16,170	Draft design issued, tender planned for January.
DCA 3 Peel Sub P1 Drain Casuarina	1,164,627	1,164,627	1,164,627	0	0	
DCA 3 Peel Sub P1A Drain Casuarina	1,098,363	1,098,363	1,098,363	0	0	
DCA 3 Peel Sub P Drain Anketell South & Casuarina	1,186,647	1,186,647	1,186,647	0	0	
Drainage New Ocean Street	212,850	212,850	212,850	0	161,969	Project complete, awaiting invoices.
Drainage New Pace Road	160,572	160,572	160,572	0	14,597	
<b>Drainage Construction Total</b>	<b>5,822,737</b>	<b>5,822,737</b>	<b>5,822,737</b>	<b>0</b>	<b>434,143</b>	
<b>Capital Expenditure Total</b>	<b>19,121,835</b>	<b>21,298,531</b>	<b>21,147,653</b>	<b>(2,025,818)</b>	<b>3,905,458</b>	

Operating grants, subsidies and contributions	Operating grants, subsidies and contributions revenue				Comments
	Adopted Budget Revenue	Revised Budget 2020/21	Variance to Original Budget	Actual as at 31/12/2020	
Provider				\$	
<b>General purpose funding</b>					
Local Government General Purpose Grant	314,584	503,192	188,608	251,596	Qtr 1 instalment received, higher than budgeted.
Local Government General Purpose Grant - Roads	270,000	392,264	122,264	196,132	Qtr 1 instalment received, higher than budgeted.
Non Rateable Property - Dampier to Bunbury Natural Gas Pipeline Corridor	175,570	177,000	1,430	0	
<b>Law, order, public safety</b>					
Department Fire and Emergency Services - ESL	181,180	141,129	(40,051)	94,086	First instalment of 2021 grant received early in June 20.
Department Fire and Emergency Services - RCTI ESG 1819	0	28,646	28,646	28,646	DFES Operating Grant from FY19 received July.
Western Australian Local Government (WALGA)	0	0	0	2,000	Review & development of plan for animal welfare in emergencies.
Mitigation Activity Fund Grant 20/21 Round 2	0	15,251	15,251	7,626	
<b>Health</b>					
Mosquito Management Contributions (CLAG)	21,504	32,941	11,437	28,477	
Department of Health - Larvicide	2,000	3,339	1,339	1,839	
<b>Education and welfare</b>					
Banksia Park Operating Cost Contribution	346,320	346,320	0	173,160	
Family Day Care Subsidies	4,398,564	3,765,760	(632,804)	1,997,886	
Family Day Care Sustainability Grant	62,360	143,264	80,904	31,180	
NGALA My Time Program	10,560	10,560	0	5,280	
Operational Subsidy - Aboriginal Resource Worker	31,500	31,500	0	15,257	
Youth Social Justice Program	174,000	178,760	4,760	134,071	
Youth Leadership and Development LYRIK	30,000	20,000	(10,000)	0	
Youth Intervention Program	20,000	5,000	(15,000)	0	
Youth Spaces Activation	5,000	20,000	15,000	0	
<b>Community amenities</b>					
PTA Bus Shelter Subsidy	7,000	7,000	0	0	
SMCC - KIC Coastcare in the KIA	12,518	0	(12,518)	0	
SMCC - BP Coastcare	10,000	0	(10,000)	0	
SMCC - Perth Region NRM Kleanheat Project	0	0	0	0	
SMCC - Tronox Adopt a Beach	5,000	0	(5,000)	0	
SMCC - Suez/ProAlliance Adopt a Beach	5,000	0	(5,000)	0	
Greening fund	62,852	40,000	(22,852)	0	\$100k Grant received in 2018. 3year funding to 2021. \$40k only to be spent 2020/21, remaining amount to be carried forward.
Bin Tagging Funding	12,000	12,000	0	0	
Sustainability Workshops	7,000	1,455	(5,545)	0	Adjusted for actual carried forward amounts.
Grow it Local	19,000	10,000	(9,000)	0	Adjusted for actual carried forward amounts. Only \$10k needed for Grow it local program.
Community Stewardship Grant - Fauna Forever	0	25,000	25,000	0	
<b>Recreation and culture</b>					
Shared Use Agreements	100,911	119,963	19,052	74,134	
Stay on Your Feet Program - Injury Matters	3,230	3,230	0	0	
Australia Day branding grant	0	1,000	1,000	1,000	
Good Things Foundation Grant - Get Online Week	0	1,000	1,000	1,000	
KIC Sponsorship 2020 Lolly run	0	10,000	10,000	10,000	
Community Development Fund - KIC	0	20,000	20,000	20,000	Kwinana Community Chest.
OMG Kwinana Fringe Festival - DLGSC	0	50,000	50,000	50,000	New event funding received December.
OMG Kwinana Fringe Festival - Fremantle Ports	0	13,636	13,636	0	New event funding received January.
OMG Kwinana Fringe Festival - Community Contribution	0	9,000	9,000	0	To be received February.
Library Contributions and Donations	0	166	166	76	
<b>Transport</b>					
Main Roads Annual Direct Grant	190,000	191,745	1,745	191,745	
Main Roads Street Light Subsidy	6,000	6,000	0	0	
Main Roads Maintenance Contribution	134,000	131,780	(2,220)	65,890	
<b>TOTALS</b>	<b>6,617,653</b>	<b>6,467,901</b>	<b>(149,752)</b>	<b>3,381,081</b>	

Non operating grants, subsidies and contributions revenue					
Non-operating grants, subsidies and contributions	Adopted Budget Revenue	Revised Budget Revenue	Variance to Original Budget	Actual as at 31/12/2020	Comments
Provider			\$	\$	
<b>Law, order, public safety</b>					
Department Premier & Cabinet - Kwinana South extensions	431,000	0	(431,000)	0	
Department Premier & Cabinet - Mandogalup extensions	328,159	26,302	(301,857)	13,151	Final recognition of Grant received FY19. Project complete.
Department Fire and Emergency Services - Mandogalup Ablutions	0	131,718	131,718	110,824	Final 25% claim received October. Project complete.
Department Fire and Emergency Services - Kwinana South extensions		699,600	699,600	0	
<b>Recreation and culture</b>					
Medina Oval Extension/Upgrade - Change room Development	400,000	400,000	0	0	
Department of Infrastructure - Thomas Oval Lighting	150,000	37,500	(112,500)	37,500	Final claim completed.
Department of Education - McWhirter Promenade and Johnson Road landscaping	0	0	0	0	
Department of Education - Breccia Parade Footpath	0	2,547	2,547	2,547	
Local Roads and Community Infrastructure Program - 1st Round	0	229,000	229,000	0	
Local Roads and Community Infrastructure Program - 2nd Round	0	280,500	280,500	0	LRCI Funding. Budget Variation OCM 27 January 2021.
Lotterywest - Kwinana Loop Trail	0	38,000	38,000	38,000	Related to FY20 project.
<b>Transport</b>					
Roads to Recovery - Pace Road Re-seal	275,000	275,000	0	0	
Roads to Recovery - Orton Road Re-seal	174,000	174,000	0	0	
Roads to Recovery - Milton Place Re-seal	48,903	48,903	0	0	
State Road Grant - Wellard Road Duplication Project	142,997	0	(142,997)	0	
State Road Grant - Road Reseal - Ocean Street	230,133	230,133	0	90,976	
State Road Grant - Road Reseal - Cockburn Road NB	30,933	30,933	0	23,478	
State Road Grant - Road Reseal - Leath Road 1	66,200	66,200	0	26,480	
State Road Grant - Road Reseal - Leath Road 2	33,133	33,133	0	12,664	
State Road Grant - Road Reseal - Leath Road 3	263,533	263,533	0	104,604	
State Road Grant - Road Reseal - Mandurah Road SB1	125,533	125,333	(200)	49,460	
State Road Grant - Road Reseal - Mandurah Road NB 2	43,200	43,200	0	16,673	
State Road Grant - Road Reseal - Mason Rd	141,133	141,133	0	55,376	
Black Spot - Gilmore Avenue Pedestrian Crossing	158,740	154,940	(3,800)	30,940	
Black Spot - Meares Road - roundabout deflection treatment	0	73,333	73,333	29,333	
Perth Bicycle Network LG Grant - Gilmore Avenue Shared Path Stage 1 Design	40,700	40,700	0	16,280	
Perth Bicycle Network LG Grant - Parmelia Avenue Shared Path Stage 1 Design	29,400	29,400	0	23,520	
Local Roads and Community Infrastructure Program - 1st Round	0	305,720	305,720	30,720	Barwell Rd Footpath completed.
Local Roads and Community Infrastructure Program - 2nd Round	0	1,261,306	1,261,306	0	LRCI Funding. Budget Variation OCM 27 January 2021.
<b>Economic services</b>					
Medina CCTV Grant	0	10,007	10,007	0	Carried forward 2019/20.
<b>Community amenities</b>					
DCA 1 - Hard Infrastructure - Bertram	713,153	675,102	(38,051)	0	
DCA 2 - Hard Infrastructure - Wellard	2,095,316	2,095,102	(214)	0	
DCA 3 - Hard Infrastructure - Casuarina	3,472,686	3,472,228	(458)	0	
DCA 4 - Hard Infrastructure - Anketell	23,049	22,591	(458)	0	
DCA 5 - Hard Infrastructure - Wandil	460,299	460,231	(68)	0	
DCA 6 - Hard Infrastructure - Mandogalup	23,049	22,591	(458)	0	
DCA 7 - Hard Infrastructure - Mandogalup (west)	23,049	22,954	(95)	0	Revenue is recognised upon meeting performance obligations (in line with expenditure on DCA infrastructure).
DCA 8 - Soft Infrastructure - Mandogalup	24,120	23,902	(218)	0	
DCA 9 - Soft Infrastructure - Wandil / Anketell	3,342,323	3,342,105	(218)	0	
DCA 10 - Soft Infrastructure - Casuarina/Anketell	24,120	24,774	654	0	
DCA 11 - Soft Infrastructure - Wellard East	24,120	25,662	1,542	0	
DCA 12 - Soft Infrastructure - Wellard West	24,120	24,362	242	0	
DCA 13 - Soft Infrastructure - Bertram	24,120	24,216	96	0	
DCA 14 - Soft Infrastructure - Wellard / Leda	24,120	24,152	32	0	
DCA 15 - Soft Infrastructure - Townsite	24,120	24,151	31	0	
<b>TOTALS</b>	<b>13,434,461</b>	<b>15,436,197</b>	<b>2,001,736</b>	<b>712,526</b>	

**CITY OF KWINANA**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**BUDGET REVIEW 2020/2021**

**OPERATING ACTIVITIES**  
**NOTE 4**  
**CASH RESERVES**

Cash backed reserve	Adopted Budget						2020/2021 Revised Budget							Variance Closing Balance Original vs Revised Budget	Actual as at 31 December 2020					
	Budget Opening Balance	Budget Interest Earned	Budget Transfers In (+)	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Revised Opening Balance	Budget Interest Earned	Budget Transfers In (+)	Revised Transfers In (+)	Revised Transfers Out (-)	Revised Closing Balance	Actual Opening Balance		Actual Interest Earned	Actual Transfers In (+)	Actual Transfers In (+)	Actual Transfers Out (-)	Actual Closing Balance	
Reserve name	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$		
Municipal Reserves																				
Aged Persons Units Reserve	783,736	9,404	195,678	205,082	(190,000)	798,818	741,044	4,143	195,761	199,904	(190,000)	750,948	(47,870)	741,044	2,467	0	2,467	0	743,511	
Asset Management Reserve	5,143,560	151,936	0	151,936	(2,051,059)	3,244,437	5,163,247	46,994	0	46,994	(2,014,379)	3,195,862	(48,575)	5,163,247	26,601	0	26,601	(399,179)	4,790,669	
Banksia Park Reserve	82,932	996	175,000	175,996	(246,050)	12,878	23,997	151	221,902	222,053	(136,050)	110,000	97,122	23,997	93	0	93	0	24,090	
City Infrastructure Reserve	975,016	11,700	0	11,700	0	986,716	995,255	5,530	0	5,530	0	1,000,785	14,069	995,255	3,279	0	3,279	0	998,534	
Community Services & Emergency Relief Reserve	340,368	4,084	0	4,084	(250,000)	94,452	265,918	3,535	0	3,535	(250,000)	19,453	(74,999)	265,918	2,212	0	2,212	0	268,130	
Contiguous Local Authorities Group Reserve	263,001	3,156	21,504	24,660	(29,508)	258,153	340,995	1,593	32,941	34,534	(28,420)	347,109	88,956	340,995	533	0	533	0	341,528	
Employee Leave Reserve	1,914,567	0	0	0	0	1,914,567	2,488,383	11,387	0	11,387	0	2,499,770	585,203	2,488,383	675	0	675	0	2,489,058	
Employee Vacancy Reserve	500,000	6,000	0	6,000	0	506,000	500,233	1,872	0	1,872	0	502,105	(3,895)	500,233	751	0	751	0	500,984	
Family Day Care Reserve	1,155,861	13,872	0	13,872	(46,706)	1,123,027	1,229,903	7,075	0	7,075	(71,110)	1,165,868	42,841	1,229,903	4,196	0	4,196	0	1,234,099	
Golf Course Cottage Reserve	29,395	352	0	352	0	29,747	29,396	174	0	174	0	29,570	(177)	29,396	44	0	44	0	29,440	
Golf Club Maintenance Reserve	8,842	108	5,004	5,112	(5,004)	8,950	8,846	52	5,004	5,056	(5,004)	8,898	(52)	8,846	13	0	13	0	8,859	
Information Technology Reserve	2,896,599	34,760	0	34,760	(2,153,806)	777,553	2,597,168	11,967	0	11,967	(2,153,806)	455,329	(322,224)	2,597,168	8,040	0	8,040	(498,831)	2,106,377	
Plant and Equipment Replacement Reserve	422,974	5,076	355,350	360,426	(754,150)	29,250	430,899	2,164	424,506	426,670	(671,657)	185,912	156,662	430,899	1,235	100,000	101,235	(101,307)	430,827	
Public Arts Reserve	0	0	0	0	0	0	0	0	29,900	29,900	0	29,900	29,900	0	0	29,900	29,900	0	29,900	
Refuse Reserve	5,602,888	0	3,000,000	3,000,000	(3,479,515)	5,123,373	5,644,888	19,713	0	19,713	(298,954)	5,365,647	242,274	5,644,888	7,607	0	7,607	0	5,652,495	
Renewable Energy Efficiency Reserve	34,255	412	2,035	2,447	(2,035)	34,667	34,172	193	2,035	2,228	0	36,400	1,733	34,172	114	0	114	0	34,286	
Restricted Grants & Contributions Reserve	2,002,464	0	0	0	(869,970)	1,132,494	2,187,985	0	0	0	(2,150,481)	37,504	(1,094,990)	2,187,985	0	0	0	(378,308)	1,809,677	
Settlement Agreement Reserve	167,771	2,012	0	2,012	0	169,783	167,771	1,027	0	1,027	0	168,798	(985)	167,771	358	0	358	0	168,129	
Workers Compensation Reserve	143,928	1,728	0	1,728	0	145,656	143,928	881	0	881	0	144,809	(847)	143,928	307	0	307	0	144,235	
Sub-Total Municipal Reserves	22,468,157	245,596	3,754,571	4,000,167	(10,077,803)	16,390,521	22,994,028	118,451	912,049	1,030,500	(7,969,861)	16,054,667	(335,854)	22,994,028	58,525	129,900	188,425	(1,377,625)	21,804,828	
Developer Contribution Reserves																				
DCA 1 - Hard Infrastructure - Bertram	625,311	7,504	250,000	257,504	(713,153)	169,662	599,722	3,127	660,537	663,664	(609,455)	653,931	484,269	599,722	828	660,537	661,365	0	1,261,087	
DCA 2 - Hard Infrastructure - Wellard	2,475,398	29,704	0	29,704	(2,095,316)	409,786	1,988,294	10,875	16,847	27,722	(2,095,102)	(79,086)	(488,872)	1,988,294	3,255	16,847	20,102	0	2,008,396	
DCA 3 - Hard Infrastructur - Casuarina	0	0	3,499,637	3,499,637	(3,472,686)	26,951	0	0	3,472,228	3,472,228	(3,472,228)	0	(26,951)	0	0	0	0	0	0	
DCA 4 - Hard Infrastructure - Anketell	540,134	6,484	0	6,484	(23,049)	523,569	521,489	3,308	616,222	619,530	(22,591)	1,118,428	594,859	521,489	1,412	53,024	54,436	0	575,926	
DCA 5 - Hard Infrastructure - Wandl	442,503	5,312	20,000	25,312	(460,299)	7,516	427,218	2,669	561,924	564,593	(460,231)	531,580	524,064	427,218	1,169	561,924	563,093	0	990,310	
DCA 6 - Hard Infrastructure - Mandogalup	397,981	4,776	0	4,776	(23,049)	379,708	274,056	1,575	297,311	298,886	(22,591)	550,351	170,643	274,056	524	297,311	297,835	0	571,890	
DCA 7 - Hard Infrastructure - Wellard West	18,165	220	50,000	50,220	(23,049)	45,336	18,172	153	32,989	33,142	(22,954)	28,360	(16,976)	18,172	47	31,989	32,036	0	50,208	
DCA 8 - Soft Infrastructure - Mandogalup	477,570	5,732	0	5,732	(24,120)	459,182	450,501	3,499	858,335	861,834	(23,902)	1,288,433	829,251	450,501	1,248	858,335	859,583	0	1,310,085	
DCA 9 - Soft Infrastructure - Wandl/Anketell	11,903,147	142,840	0	142,840	(3,342,323)	8,703,664	11,941,274	70,651	973,352	1,044,003	(3,342,105)	9,643,172	939,508	11,941,274	31,270	696,383	727,653	0	12,668,927	
DCA 10 - Soft Infrastructure - Casuarina/Anketell	224,815	2,700	0	2,700	(24,120)	203,395	204,182	1,275	0	1,275	(24,774)	180,683	(22,712)	204,182	599	0	599	0	204,782	
DCA 11 - Soft Infrastructure - Wellard East	6,173,510	74,084	0	74,084	(24,120)	6,223,474	6,152,977	31,695	307,660	339,355	(25,662)	6,466,670	243,196	6,152,977	8,125	307,660	315,785	0	6,468,761	
DCA 12 - Soft Infrastructure - Wellard West	8,489,154	101,872	0	101,872	(24,120)	8,566,906	8,468,096	43,608	988,378	1,031,986	(24,362)	9,475,720	908,814	8,468,096	11,170	988,378	999,548	0	9,467,644	
DCA 13 - Soft Infrastructure - Bertram	283,851	3,408	0	3,408	(24,120)	263,139	263,326	1,623	0	1,623	(24,216)	240,733	(22,406)	263,326	754	0	754	0	264,079	
DCA 14 - Soft Infrastructure - Wellard/Leda	675,213	8,104	0	8,104	(24,120)	659,197	706,921	4,283	419,728	424,011	(24,151)	1,106,781	447,584	706,921	1,922	69,729	71,651	0	778,572	
DCA 15 - Soft Infrastructure - City Site	256,500	3,080	0	3,080	(24,120)	235,460	239,431	1,537	58,945	60,482	(24,151)	275,762	40,302	239,431	688	56,655	57,343	0	296,774	
Sub-Total Developer Contribution Reserves	32,983,252	395,820	3,819,637	4,215,457	(10,321,764)	26,876,945	32,255,658	179,878	9,264,456	9,444,334	(10,218,475)	31,481,517	4,604,572	32,255,658	63,011	4,598,772	4,661,783	0	36,917,441	
Total Reserves	55,451,409	641,416	7,574,208	8,215,624	(20,399,567)	43,267,466	55,249,686	298,329	10,176,505	10,474,834	(18,188,336)	47,536,184	4,268,718	55,249,686	121,536	4,728,672	4,850,208	(1,377,625)	58,722,269	

CITY OF KWINANA  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
BUDGET REVIEW 2020/2021

OPERATING ACTIVITIES  
NOTE 5  
DISPOSAL OF ASSETS

Asset Ref.	Asset description	Current Budget				Revised Budget				Actuals as at 31 December 2020			
		Net Book	Proceeds	Profit	(Loss)	Net Book	Proceeds	Profit	(Loss)	Net Book	Proceeds	Profit	(Loss)
		Value				Value				Value			
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Motor Vehicles</b>													
5599	Plant Replacement - P432	20,000	19,800	0	(200)	18,000	22,272	4,272	0	0	0	0	0
5891	Plant Replacement - P448	3,488	17,100	13,612	0	17,350	17,100	0	(250)	0	0	0	0
5904	Plant Replacement - P479	3,439	15,500	12,061	0	15,500	15,500	0	0	0	0	0	0
6073	Plant Replacement - P483 - Insurance Claim	6,386	10,800	4,414	0	17,256	13,500	0	(3,756)	17,256	13,500	0	(3,756)
5999	Plant Replacement - P484	10,006	18,900	8,894	0	15,000	18,900	3,900	0	0	0	0	0
6027	Plant Replacement - P485	20,848	18,900	0	(1,948)	19,828	22,273	2,445	0	19,828	22,273	2,445	0
6030	Plant Replacement - P487	14,999	19,800	4,801	0	19,800	22,273	2,473	0	19,800	22,273	2,473	0
6067	Plant Replacement - P492	7,467	22,050	14,583	0	22,050	22,050	0	0	0	0	0	0
6000	Plant Replacement - P493	13,279	19,800	6,521	0	18,000	22,273	4,273	0	18,000	22,273	4,272	0
6001	Plant Replacement - P494	14,167	20,700	6,533	0	18,000	24,090	6,090	0	0	0	0	0
6161	Plant Replacement - P511	17,824	27,000	9,176	0	34,137	32,632	0	(1,505)	34,137	32,632	0	(1,505)
6151	Plant Replacement - P515	12,997	18,000	5,003	0	22,825	18,000	0	(4,825)	0	0	0	0
6173	Plant Replacement - P551	29,260	24,300	0	(4,960)	34,289	29,677	0	(4,612)	34,289	29,678	0	(4,612)
6215	Plant Replacement - P574 - Insurance Claim	35,668	39,197	0	0	35,668	39,197	3,529	0	0	0	0	0
<b>Plant &amp; Equipment</b>													
3447	Plant Replacement P275 - Trailer Roller	1,788	4,000	2,212	0	3,931	4,000	69	0	0	0	0	0
5993	Plant Replacement P499 - DECK - Toro Ride on mower	14,499	0	0	(14,499)	0	0	0	0	0	0	0	0
5994	Plant Replacement P500 - DECK - Toro Ride on mower	12,196	0	0	(12,196)	0	0	0	0	0	0	0	0
6155	Plant Replacement P531 - DECK - Toro Ride on mower	0	0	0	0	0	0	0	0	0	0	0	0
2490	Plant Replacement P114 - Tandem Axle Tilt Trailer	0	2,000	2,000	0	2,500	2,000	0	(500)	0	0	0	0
2499	Plant Replacement P120 - Trailer Box top - Coast care	0	700	700	0	0	0	0	0	0	0	0	0
2587	Plant Replacement P148 Trailer box 7x4 with water tank and Pump	0	2,000	2,000	0	0	0	0	0	0	0	0	0
2819	Plant Replacement P199 Trailer box 7x4 with water tank and Pump	0	2,000	2,000	0	0	0	0	0	0	0	0	0
4066	Plant Replacement P351 Mitsubishi Canter Tip Truck	25,600	25,000	0	(600)	24,800	25,000	200	0	0	0	0	0
4667	Plant Replacement P392 Mitsubishi Canter Fuso	35,500	25,000	0	(10,500)	27,000	25,000	0	(2,000)	0	0	0	0
5664	Plant Replacement P443 Isuzu Tip Truck 6x4	118,182	80,000	0	(38,182)	0	0	0	0	0	0	0	0
3075	Plant Replacement P223 Volvo Loader L70	50,000	80,000	30,000	0	50,000	80,000	30,000	0	0	0	0	0
3030	Plant Replacement P227 Molnar 4 post Hoist	1,500	1,500	0	0	2,580	1,364	0	(1,215)	0	0	0	0
4037	Disposal P350 - KWN5307 Tandem Axle Trailer	0	4,403	0	0	5,412	4,403	0	(1,009)	5,412	4,403	0	(1,009)
3976	Disposal P348 - 1TMI191 trailer	0	2,199	0	0	2,771	2,199	0	(572)	2,771	2,199	0	(572)
		<b>469,093</b>	<b>520,649</b>	<b>124,510</b>	<b>(83,085)</b>	<b>426,697</b>	<b>463,703</b>	<b>57,251</b>	<b>(20,244)</b>	<b>151,493</b>	<b>149,230</b>	<b>9,190</b>	<b>(11,454)</b>
		Net Profit/(Loss)				Net Profit/(Loss)				Net Profit/(Loss)			
		<b>41,425</b>				<b>37,007</b>				<b>(2,264)</b>			



**CITY OF KWINANA**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**BUDGET REVIEW 2020/2021**

**FINANCING ACTIVITIES**  
**NOTE 6**  
**BORROWINGS**

Particulars	Opening Balance 1 July 2020	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		Original Budget	Revised Budget	Original Budget	Revised Budget	Original Budget	Revised Budget	Original Budget	Revised Budget
	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Governance</b>									
Loan 99 - Administration Building Renovations	576,328	0	0	101,532	101,532	474,796	474,796	38,476	38,476
WATC Short Term Lending Facility	0	5,000,000	0	5,000,000	0	0	0	11,371	0
<b>Education and welfare</b>									
Loan 96 - Youth Specific Space	95,162	0	0	29,407	29,407	65,755	65,755	7,290	7,290
Loan 100 - Youth Specific Space	1,270,494	0	0	134,365	134,365	1,136,129	1,136,129	66,272	66,272
<b>Recreation and culture</b>									
Loan 94 - Wellard Sports Pavilion	108,836	0	0	52,709	52,709	56,127	56,127	6,728	6,728
Loan 95 - Orelia Oval Pavilion	228,389	0	0	70,576	70,576	157,813	157,813	17,497	17,497
Loan 97 - Orelia Oval Pavilion Extension	1,275,247	0	0	224,660	224,660	1,050,587	1,050,587	85,135	85,135
Loan 102 - Library & Resource Centre	6,820,176	0	0	629,005	629,005	6,191,171	6,191,171	347,778	347,778
Loan 104 - Recquatic Refurbishment	3,350,000	0	0	277,849	277,849	3,072,151	3,072,151	155,846	155,846
Loan 105 - Bertram Community Centre	1,269,272	0	0	112,530	112,530	1,156,742	1,156,742	48,147	48,147
Loan 106 - Destination Park - Calista	1,321,267	0	0	102,291	102,291	1,218,976	1,218,976	49,749	49,749
<b>Transport</b>									
Loan 98 - Streetscape Beautification	778,043	0	0	137,066	137,066	640,977	640,977	51,943	51,943
Loan 101 - City Centre Redevelopment	2,500,000	0	0	0	0	2,500,000	2,500,000	79,250	79,250
<b>B/Fwd Balance</b>	<b>19,593,214</b>	<b>5,000,000</b>	<b>0</b>	<b>6,871,990</b>	<b>1,871,990</b>	<b>17,721,224</b>	<b>17,721,224</b>	<b>965,482</b>	<b>954,111</b>
<b>Self supporting loans</b>									
<b>Recreation and culture</b>									
Loan 103B - Golf Club Refurbishment	249,972	0	0	17,269	17,269	232,703	232,703	9,869	3,605
	249,972	0	0	17,269	17,269	232,703	232,703	9,869	3,605
<b>**Share of SMRC Loan</b>	<b>425,520</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>425,520</b>	<b>425,520</b>	<b>0</b>	<b>0</b>
<b>Total</b>	<b>20,268,706</b>	<b>5,000,000</b>	<b>0</b>	<b>6,889,259</b>	<b>1,889,259</b>	<b>18,379,447</b>	<b>18,379,447</b>	<b>975,351</b>	<b>957,716</b>

## **18.4 Tender #681KWN20 – Koorliny Arts Centre Lease**

### **DECLARATION OF INTEREST:**

There were no declarations of interest declared.

### **SUMMARY:**

The City of Kwinana (the City) is seeking Tenders for a suitably qualified and experienced Contractor for the Provision of Management and Operations of Koorliny Arts Centre.

The Request for Tender was advertised in “The Weekend West” newspaper on Saturday, 19 December 2020. The Tender was also advertised on the City’s official website, the City’s public notice boards and issued through the City’s e-tendering portal Tenderlink [www.tenderlink.com/kwinana](http://www.tenderlink.com/kwinana) .

A non-mandatory site inspection was held on Monday 11 January 2021 commencing at 10:00am with two (2) Tenderers in attendance.

The Tender deadline was 2:00 pm, Thursday, 28 January 2021 with two (2) submissions received from the following:

- The Koorliny Arts Centre Incorporated
- Starlight ED Pty Ltd

### **OFFICER RECOMMENDATION:**

That Council:

1. Award the Contract for 681KWN20 – Koorliny Arts Centre Lease to Koorliny Arts Centre Incorporated in accordance with the City’s Service Level Agreement, Lease Agreement, the contract specifications and the Koorliny Arts Centre Incorporated Tender submission. The Contract term is for an initial period of 5 years commencing 1 July 2021, with an optional 5-year extension period. The annual contract expenditure is \$407,000 (ex GST).
2. Note that award of the Contract for 681KWN20 is subject to a further report to Council following a Local Public Notice of Proposed Disposition of Koorliny Arts Centre and is subject to negotiation and minor variation to the Service Level Agreement and Lease Agreement before entering into the Contract.
3. Authorise the Chief Executive Officer of the City of Kwinana to negotiate minor variations and execute the negotiated agreement/s.

### **DISCUSSION:**

The Koorliny Arts Centre (KAC) is purpose built facility acting as a hub for cultural and creative activity. It provides leadership in the community to ensure residents in the City of Kwinana are able to participate in a broad range of arts and cultural experiences and have access to diverse opportunities across all art forms.

**18.4 TENDER #681KWN20 – KOORLINY ARTS CENTRE LEASE**

The City is seeking to engage the services of a suitably experienced and innovative organisation to create and deliver arts and cultural programs at the Koorliny Arts Centre (Centre), Kwinana. The Respondent will be responsible for the operation, management, programming and activation, and ongoing development of the Centre.

The Contract term is for an initial period of 5 years commencing 1 July 2021, with an optional 5-year extension period. The annual contract expenditure is \$407,000 (ex GST).

Award of the contract is subject to a further report to Council following a Local Public Notice of Proposed Disposition of Koorliny Arts Centre and is subject to negotiation and minor variation to the Service Level Agreement and Lease Agreement before entering into the Contract.

The Request for Tender was advertised in “The Weekend West” newspaper on Saturday, 19 December 2020. The Tender was also advertised on the City’s official website, the City’s public notice boards and issued through the City’s e-tendering portal Tenderlink.

The tender evaluation panel was comprised of:

- a. The Senior Contracts Officer who evaluated the Tenderers’ submissions in accordance with the compliance criteria provided in the Request for Tender documentation; and
- b. The *Director City Engagement, Events and Stakeholder Management Specialist* and an *external consultant (technical expert)*, who evaluated the Tenderers’ submissions in accordance with the qualitative criteria included in the Request for Tender documentation.

The evaluation panel considered all the submissions and their consolidated score recommended the appointment of The Koorliny Arts Centre Incorporated for the Koorliny Arts Centre Lease **(the confidential evaluation recommendation report is attached as Attachment A)**.

**LEGAL/POLICY IMPLICATIONS:**

*Local Government (Functions and General) Regulations 1996*

Purchasing Policy – 2020

**FINANCIAL/BUDGET IMPLICATIONS:**

Budget Item Name:	Arts Centre (ARTSMF) Management Fees
Budgeted Amount:	\$407,000 p/annum
Proposed Cost:	\$407,000 p/annum

If entered into, the Agreement will commit Council to maintaining operational funding of KAC Inc. at the 2020/21 level of \$407,000 per annum, without indexation, for the next five financial years.

The City will forego \$118,000 per annum of potential lease revenue, if entering into a peppercorn lease agreement.

\*NOTE: All figures are exclusive of GST

**18.4 TENDER #681KWN20 – KOORLINY ARTS CENTRE LEASE****ASSET MANAGEMENT IMPLICATIONS:**

The management of the Koorliny Arts Centre has been factored into the City's asset management plan and the City's Long Term Financial Plan.

**ENVIRONMENTAL IMPLICATIONS:**

There are no environmental implications associated with this report.

**STRATEGIC/SOCIAL IMPLICATIONS:**

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

Plan	Outcome	Objective
Strategic Community Plan	Unique Identity / Vibrant Arts Culture	1.2 Inspire and strengthen community spirit through community activities and events 1.7 Develop and celebrate arts In Kwinana
Corporate Business Plan	A Vibrant Arts Culture	1.7 to develop and celebrate arts

**COMMUNITY ENGAGEMENT:**

The following community engagement is proposed to take place:

Community engagement will be completed at the time of the tender being awarded.  
Notice of Submissions (35 days) as part of the tender process.

**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	Koorliny Arts Centre is not activated / programmed
Risk Theme	Business and community disruption, Inadequate asset sustainability practices, Inadequate supplier/contract management, ineffective management of facility
Risk Effect/Impact	Service Delivery Reputation Property

## 18.4 TENDER #681KWN20 – KOORLINY ARTS CENTRE LEASE

Risk Assessment Context	Operational
Consequence	Major
Likelihood	Unlikely
Rating (before treatment)	High
Risk Treatment in place	Avoid - remove cause of risk
Response to risk treatment required/in place	Facilitate development and implement a new Centre Manager for operation of the Koorliny Arts Centre
Rating (after treatment)	Low

Risk Event	Awarding contract to supplier where quotes exceeded \$250,000 and the City did not go out to Tender.
Risk Theme	Failure to fulfil statutory regulations or compliance requirement.
Risk Effect/Impact	Compliance
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Unlikely
Rating (before treatment)	Moderate
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	Conduct formal tender process
Rating (after treatment)	Low

**COUNCIL DECISION**

364

**MOVED CR W COOPER****SECONDED CR D WOOD****That Council:**

- Award the Contract for 681KWN20 – Koorliny Arts Centre Lease to Koorliny Arts Centre Incorporated in accordance with the City's Service Level Agreement, Lease Agreement, the contract specifications and the Koorliny Arts Centre Incorporated Tender submission. The Contract term is for an initial period of 5 years commencing 1 July 2021, with an optional 5-year extension period. The annual contract expenditure is \$407,000 (ex GST).**
- Note that award of the Contract for 681KWN20 is subject to a further report to Council following a Local Public Notice of Proposed Disposition of Koorliny Arts Centre and is subject to negotiation and minor variation to the Service Level Agreement and Lease Agreement before entering into the Contract.**
- Authorise the Chief Executive Officer of the City of Kwinana to negotiate minor variations and execute the negotiated agreement/s.**

**CARRIED**  
**7/0**

## 18.5 Complaints Policy

### **DECLARATION OF INTEREST:**

There were no declarations of interest declared.

### **SUMMARY:**

As part of the City of Kwinana (City) ongoing review of Council policies it has been identified that a Complaints Policy is required.

This Policy provides a framework to guide the City of Kwinana in its management and handling of complaints relating to the City and its services, including complaints about:

- decisions made by employees of the City;
- the conduct of elected members, employees and contractors of the City; and
- practices, policies and procedures of the City.

The policy also provides guidance to the management and handling of vexatious complaints. It is important that the City of Kwinana manage customers and complainants' expectations and outlines boundaries to the way in which the City will provide its service where unreasonable behaviour and expectations are evident.

Vexatious, refers to a complaint or complaints brought solely to harass or subdue. These complaints may take the form of repetitive, burdensome or unwarranted communication with one or more Elected Members, City Officers, Consultants, Contractors and Volunteers over matters that are considered resolved or responded to in previous communication with the complainant.

### **OFFICER RECOMMENDATION:**

That Council adopt the Complaints Policy, as at Attachment A.

### **DISCUSSION:**

The City is committed to providing excellent service in all interactions with our customers and treat any expressions of dissatisfaction seriously and value feedback from our customers.

The Complaints Policy provides a guide for complaint handling and highlights that all complaints received by the City are to be treated, as follows:

- promptly;
- in a consistent manner;
- without bias; and
- in a manner that promotes procedural fairness and principles of natural justice;
- in accordance with legislative requirements as well as the Ombudsman's Guidelines on Complaint Handling.

Processes are in place to handle complaints about the wide range of services the City provides. Occasionally vexatious complaints are received, in that they cause considerable disruption to our work, disproportionate cost and time to handle and impact the wellbeing of Elected Members, City Officers, Consultants, Contractors and Volunteers.



## 18.5 COMPLAINTS POLICY

This policy is intended to assist in identifying and managing persons who seek to be disruptive to the City through pursuing an unreasonable course of conduct.

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

*Local Government Act 1995*

*2.7. Role of council*

(1) *The council —*

(a) *governs the local government's affairs; and*

(b) *is responsible for the performance of the local government's functions.*

(2) *Without limiting subsection (1), the council is to —*

(a) *oversee the allocation of the local government's finances and resources; and*

(b) *determine the local government's policies.*

*Corruption, Crime and Misconduct Act 2003*

*Freedom of Information Act 1992*

*Local Government (Rules of Conduct) Regulations 2007*

*Privacy Act 1998*

*Public Interest Disclosure Act 2003*

*Public Sector Management Act 1994*

*State Administrative Tribunal Act 2004*

*State Records Act 2000*

*Guidelines for complaint management in organisations (AS/NZS 10002-2014)*

*Guidelines for dealing with unreasonable complainant conduct (Ombudsman of Western Australia)*

### **FINANCIAL/BUDGET IMPLICATIONS:**

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

### **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.

**18.5 COMPLAINTS POLICY****STRATEGIC/SOCIAL IMPLICATIONS:**

There are no strategic/social implications as a result of this proposal.

**COMMUNITY ENGAGEMENT:**

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

**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	City not having a process and reference for dealing with complaints and how to handle them
Risk Theme	Providing inaccurate advice/ information Inadequate Document Management Processes
Risk Effect/Impact	Service Delivery People/Health Reputation
Risk Assessment Context	Operational
Consequence	Moderate
Likelihood	Likely
Rating (before treatment)	High
Risk Treatment in place	Reduce - mitigate risk
Response to risk treatment required/in place	The City implements a Complaints Policy.
Rating (after treatment)	Low

**COUNCIL DECISION**

365

**MOVED CR P FEASEY****SECONDED CR W COOPER**

**That Council adopt the Complaints Policy, as at Attachment A.**

**CARRIED  
7/0**

# Council Policy

## Complaints



<b>Council Policy</b>	
Legal Authority	s2.7 – Role of Council of the <i>Local Government Act 1995</i>
Department	Governance and Legal

**1. Title**  
Complaints

**2. Purpose**  
The City of Kwinana (the City) is committed to excellence in customer service and makes no exception to this principle during the receipt of feedback and complaints. The City sees the complaints process as an opportunity for continuous improvement and willingly engages with customers in this regard.

The purpose of this Policy is to provide a framework to guide the City of Kwinana in its management and handling of complaints and provides guidance to the management and handling of vexatious complaints. It is important that City staff manage customers and complainants' expectations and outlines boundaries to the way in which the City will provide its service where unreasonable behaviour and expectations are evident.

Importantly, the City also has a duty of care as an employer to ensure that staff are not applying a disproportionate amount of time and resources to an issue or person as this may cause unnecessary stress and distraction from regular duties.

**3. Scope**  
This Policy applies to to all Elected Members, employees and consultants or contractors engaged to provide services to the City and complaints relating to the City and its services, including complaints about:

- decisions made by employees of the City;
- the conduct of elected members, employees and contractors of the City; and
- practices, policies and procedures of the City.

This policy does not apply to a complaint concerning the result of an election or with the way in which an election was conducted and does not apply to the following matters or complaints, which are managed through other processes including:

- A report of a minor breach or serious breach under the *Local Government Act 1995*
- Allegations of corruption or serious misconduct
- Alleged privacy breaches
- Complaints about matters for which there is a process of review or appeal or objection prescribed by legislation
- Complaints that are claims against Council for personal injury or property damage

**4. Definitions**  
**Complainant** means a person, organisation or its representative, making a complaint (and may include staff, Elected Members and/or the Chief Executive Officer).



**Complaint** means an expression of dissatisfaction made to or about an organization, related to:

- products and/or services; or
- staff, Elected Members and/or the Chief Executive Officer.

A complaint is **not**:

- An initial service request to the City
- A request for information from the City
- The lodging of an appeal in accordance with statutory process
- A submission relating to a regulatory function
- A petition
- The reporting of a civil dispute between two individual parties

**Vexatious** means a complaint or complaints brought solely to harass or subdue. Complaints may take the form of repetitive, burdensome or unwarranted communication with one or more City employees over matters that are considered resolved or responded to in previous communication with the complainant.

**Ombudsman** means the Parliamentary Commissioner for Administrative Investigations.

## 5. Policy statement

### 5.1 Complaints handling

The City is committed to providing quality customer service.

Complaints are to be managed as follows:

- promptly;
- in a consistent manner;
- without bias; and
- in a manner that promotes procedural fairness and principles of natural justice;
- in accordance with legislative requirements as well as the Ombudsman's Guidelines on Complaint Handling.

The City will accept complaints via the Complaints Form located on the City's website, email, letter, in person or by completing a Feedback Form available from the City's Libraries, Community Centres and Recreation Facilities.

A customer may nominate another person to assist or make a complaint on their behalf. The customer must provide written permission for another person to act on their behalf.

At a minimum, the following information is to be supplied in order to effectively process the complaint:

- Name and address
- Contact details
- Complaint details (when and where the issue has occurred)
- Date of occurrence of complaint

Anonymous complaints will not be investigated or responded to unless the criteria specified at 5.2 is met.

The City will endeavour to resolve complaints at the first point of contact. Complaints made in writing are to be acknowledged by the City within five business days of receipt.

A complainant is to be notified if their complaint cannot be resolved within ten business days, either with a final solution or, if the nature of the complaint requires a longer period to resolve, with an interim response outlining the reason for the delay, further action to be taken and anticipated timeframe that a full response will be provided.

Where appropriate or requested, the decision made or action taken with respect to the matter complained is to be communicated to the complainant as soon as practicable.

In establishing the order in which complaints will be attended to, consideration will be given to the urgency of each complaint in terms of public safety implications, seriousness, frequency of occurrence, severity and the need for immediate action.

## **5.2 Anonymous complaints**

An anonymous customer complaint will only be investigated where reasonable and sufficient information is provided and which, in the opinion of City staff, constitutes:

- A breach of statutory provisions;
- A breach of an approval, licence or permit;
- A matter for which the City is obligated to act, prescribed in the *Local Government Act 1995*, *Corruption and Crime Commission Act 2003* or under any other written law;
- A matter which if not attended to could reasonably constitute a risk to the public health and safety of persons, animals, local government buildings and property or the environment; and
- A matter which is deemed to be capable of investigation and resolution without assistance from the complainant.

## **5.3 Complaints regarding employees**

Complaints relating to employees in regard to the provision of a service or product should be addressed to the Chief Executive Officer. Allegations may also be referred to the City's Public Interest Disclosure Officer (refer to the Public Interest Disclosure Act – (PID Act)).

A complaint against an employee is considered confidential under the *Freedom of Information Act 1992* and the complainant will not be advised of the outcome, unless required by law.

## **5.4 Complaints against the Chief Executive Officer**

Any complaint against the Chief Executive Officer will be referred to the Mayor, who will determine the most appropriate means of investigation and resolution. The procedures and timescales for any such complaint may fall outside the normal standard, and, should this be the case, this would be formally advised to the complainant.

## **5.5 Complaints regarding Elected Members**

Complaints relating to an Elected Member committing a minor breach (such as breach of a rule of conduct), are to be sent to the City's complaints officer (being the CEO and any other person designated by the CEO as a complaints officer pursuant to s.5.102 of the Act). Such complaints are to be referred to the Local Government Standards Panel.

A breach by an Elected Member of the City's code of conduct is not a minor breach.

The person complained about must be a current serving elected member of a local government at the time the complaint is made.



Complaints relating to an Elected Member committing a serious breach of the *Local Government Act 1995* should be forwarded to the Department of Local Government, Sport and Cultural Industries.

Allegations of both a serious or minor breach may also be referred to the City's Public Interest Disclosure Officer (refer to the Public Interest Disclosure Act – (PID Act)).

#### **5.6 Allegations of serious misconduct – Corruption and Crime Commission**

Allegations concerning criminal, corrupt or seriously improper conduct will be dealt with independent of the City's complaint handling process.

In the first instance they will be referred directly to the Chief Executive Officer and / or Mayor for determination including whether there are reasonable grounds for notification to the Crime and Corruption Commission or the Police.

Under Section 28 of the *Corruption and Crime Commission Act 2003* (CCC), the Mayor and/or the CEO has a duty to notify the CCC of suspected misconduct by elected members, the CEO or other employees. Elected members may also report misconduct by the Mayor, other elected members, the CEO or other employees and the CEO or other employees may report misconduct by any elected member or employee.

Further information is available from the Commissions website.

#### **5.7 The Public Disclosure Act 2003 ('Whistle Blowers Legislation')**

The PID Act is designed to facilitate the disclosure of allegations or complaints about persons who are public officers, government officials, or public authorities and their contractors. This legislation specifically covers improper conduct, corruption, irregular or unauthorised use of public resources, conduct involving a substantial and specific risk of injury to public health, Council property, prejudice to public safety, public property or harm to the environment.

Before making a disclosure it is important that you are aware of the rights and responsibilities imposed on you and others under the Act. Further information is available through the City's Public Interest Disclosures Policy available on the City's website ([www.kwinana.wa.gov.au/council/policies](http://www.kwinana.wa.gov.au/council/policies)) and through the City's PID officers.

Enquiries regarding the City and the *Public Interest Disclosure Act 2003* can be directed to one of the City's Public Interest Disclosure Officers.

#### **5.8 Complaints to the Ombudsman and third party agencies**

The Ombudsman can investigate complaints about most Western Australian public authorities, including local governments.

Generally the Ombudsman will investigate actions or decisions where the decision maker has been accused of or found to have:

- Acted outside their legal authority;
- Not followed policy, or applied its policy inconsistently;
- Did not consider all the relevant information, or considered irrelevant information;
- Unreasonably delayed making a decision or informing the complainant of the decision; or
- Failed to notify the complainant of the decision or did not provide reasons for a decision.
- Decision maker had acted in a bias or prejudicial manner

## **5.9 Privacy and confidentiality**

Personal information concerning a complainant will not be made publicly available (including to any parties identified in a complaint) except to the extent required by law or with the express consent of the complainant.

Customers have the right to expect that their privacy will be respected when making a complaint or having a complaint investigated. Personal information related to the complaint will be kept confidential in accordance with the *Freedom of Information Act 1992* (WA).

All complaints are treated confidentially, unless required by law or the complainant provides their permission to release information.

## **5.10 Dispute resolution**

If unsatisfied with the manner in which the complaint has been dealt with, written correspondence is to be addressed to the Chief Executive Officer. If not satisfied with the Chief Executive Officers' response, concerns may be raised with either the Western Australian Ombudsman or the Department of Local Government, Sport and Cultural Industries' .

## **5.11 Vexacious Complaints Handling**

Every endeavour will be made to deal with complaints however the City may refuse to investigate a complaint if the complainant behaves in a vexatious, actively hostile manner or the complaint is considered to be trivial, frivolous or where there is a consistent complaint of trivial and/or frivolous matters.

### **5.11.1 Dealing with unreasonable complainant conduct**

Unreasonable customer conduct is any behaviour by a current or former customer which, because of its nature or frequency raises substantial health, safety, resource or equity issues for Elected Members, employees, volunteers, contractors or other service users and customers.

Unreasonable persistence is considered to be continued, incessant and unrelenting conduct by a customer that has a disproportionate and unreasonable impact on City staff, services, time and/or resources.

Unreasonable customer conduct is not limited to spoken interactions. It can occur over the internet, in a public location, in an image or in writing. If the conduct is unacceptable and arises during the course of, or as a direct result of, the provision of services by the City it can legitimately be characterised as unreasonable customer conduct.

The City has a zero tolerance policy towards any harm, abuse or threats directed towards its staff. Any conduct of this kind will be dealt with under this policy and in accordance the City's duty of care and occupational health and safety responsibilities.

Where the Chief Executive Officer deems that a customer is habitual or obsessive, and taking up a disproportionate amount of time, their conduct may be deemed unreasonable complainant conduct and a restriction of service be applied to them. This restriction may comprise of one or various options from the following list:

- Only take calls at specific times on specific days
- Only have one point of contact for the complainant and direct all calls to this person\*
- Limit all communication with the City to written communication via a single point of contact
- Require the complainant to make an appointment with a staff member to raise concerns

- Block calls from a specific number
- Ignore emails without responding as to why (but putting the emails into CM9 with a file note 'no response required')
- Only respond to future correspondence that provides significant new information about the complaint or raises a new issue that the City believes warrant fresh action
- Hang up on the customer after first warning them that the call is about to be terminated

*\*To avoid staff 'burn out' by the sole contact officer, his/her supervisor will provide them with regular support and guidance as and when required.*

#### **5.11.2 Notification and appeal of unreasonable customer conduct**

In the event that a complainant is advised of restriction of service, the rationale and decision is to be documented and the customer is to be advised in writing of the reasons for the decision, what restrictions apply and for what period.

All relevant staff will be notified when unreasonable customer conduct has resulted in formal communication to a customer to place limitations on their communication with the City. Elected Members will be notified and encouraged to support the process to ensure consistency across the City.

Customers' who fail to adhere to the imposed limitations and continue to make contact with the City outside of the defined requirement, should be reminded of the City's decision outlined in their correspondence and contact should be politely ceased.

Should the customer wish to challenge or appeal the imposed limitations, they will be directed to the Ombudsman Office of Western Australia or other appropriate government agency.

It is important to remember that the restriction service is only relevant to the items listed on the restriction of service letter. If new issues are raised, these should be responded to as per City protocol.

Customers with restricted provision are to be reviewed on an annual basis.

#### **5.12 Recording complaints**

All correspondence relating to a customer complaint must be recorded within the City's business systems. Information recorded must be factual, accurate and current as per the *State Records Act 2000*.

## **6. References**

Date of adoption and resolution No.	
Review dates and resolution No.	
Next review due date	2023
Related documents	<b>Acts/Regulations</b> <i>Local Government Act 1995</i>  <i>Local Government (Administration) Regulations 1996</i>

	<p><i>Local Government (Model Code of Conduct) Regulations 2021</i></p> <p><i>Freedom of Information Act 2003</i></p> <p><i>Crime and Corruption Act 2003</i></p> <p><i>State Records Act 2000</i></p> <p><i>Public Disclosure Act 2003</i></p> <p><b>Plans/Strategies/Policies/Processes</b></p> <p>Corporate Business Plan</p> <p>Code of Conduct</p> <p>D12/78204[v2] - Customer Services Charter</p> <p>Guidelines for Complaint Handling – Ombudsman Western Australia</p>
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**Note:** Changes to references may be made without the need to take the Policy to Council for review.

## **18.6 Proposed Disposition by way of Lease of Suite 14 within 'Kwinana Technology Business Centre', 11 Stidworthy Way, Kwinana Town Centre – Department of Education, Skills and Employment**

### **DECLARATION OF INTEREST:**

There were no declarations of interest declared.

### **SUMMARY:**

This report seeks Council approval to enter into a new lease agreement (Attachment A) between the City of Kwinana and Department of Education, Skills and Employment (**DESE**), in relation to Suites 14 within 'Kwinana Technology Business Centre', 11 Stidworthy Way, Kwinana Town Centre.

As the proposed tenant is a Government Agency the lease of the Premises is not required to be advertised in accordance the *Local Government (Functions and General) Regulations 1996*.

This report seeks Council to authorise the Chief Executive Officer and Mayor to execute the lease agreement between the City of Kwinana and the DESE, in relation to Suite 14, 11 Stidworthy Way, Kwinana Town Centre, otherwise known as the Kwinana Technology Business Centre.

### **OFFICER RECOMMENDATION:**

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 Suite 14, 11 Stidworthy Way, Kwinana Town Centre, otherwise known as the Kwinana Technology Business Centre between the City of Kwinana and the Department of Education, Skills and Employment.

### **DISCUSSION:**

The Department of Education, Skills and Employment is a Federal Government Agency that contributes to Australia's economic prosperity and social wellbeing by creating opportunities and driving better outcomes for people through education, skills and employment pathways.

While the DESE is exempt from the requirement of section 3.58 of the *Local Government Act 1995*, where a valuation conducted within the previous 6 months is required to determine the market value of the premises, the City has a recent valuation from August 2020. In this valuation, a rate of \$5,000 per annum per office space was determined. The City proposes a Lease with DESE, the terms and conditions of which are detailed below:

**18.6 PROPOSED DISPOSITION BY WAY OF LEASE OF SUITE 14 WITHIN 'KWINANA TECHNOLOGY BUSINESS CENTRE', 11 STIDWORTHY WAY, KWINANA TOWN CENTRE – DEPARTMENT OF EDUCATION, SKILLS AND EMPLOYMENT**

<b>Terms and Conditions</b>	<b>Details</b>
Commencement Date:	To be confirmed
Term:	1 Year
Further Term:	6 months
Rent:	\$5,000 per annum (inclusive of outgoings)
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 DESE.

**LEGAL/POLICY IMPLICATIONS:**

The following clauses of the *Local Government Act 1995* and *Local Government (Functions and General) Regulations 1996* are applicable to this Lease

The Lease will contain the City's standard Insurance, Liability and Indemnity provisions.

**FINANCIAL/BUDGET IMPLICATIONS:**

The City will receive an income of \$5,000 per annum based on the lease agreement.

**ASSET MANAGEMENT IMPLICATIONS:**

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

**ENVIRONMENTAL IMPLICATIONS:**

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

**COMMUNITY ENGAGEMENT:**

Due to the lessee being a Government Agency, there is no requirement to advertise the disposal.

**PUBLIC HEALTH IMPLICATIONS**

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



**18.6 PROPOSED DISPOSITION BY WAY OF LEASE OF SUITE 14 WITHIN 'KWINANA TECHNOLOGY BUSINESS CENTRE', 11 STIDWORTHY WAY, KWINANA TOWN CENTRE – DEPARTMENT OF EDUCATION, SKILLS AND EMPLOYMENT**

**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 Suit 14 of 11 Stidworthy Way, Kwinana Town Centre, between the City of Kwinana and DESE.
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

**COUNCIL DECISION**

366

**MOVED CR D WOOD**

**SECONDED CR S LEE**

**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 Suite 14, 11 Stidworthy Way, Kwinana Town Centre, otherwise known as the Kwinana Technology Business Centre between the City of Kwinana and the Department of Education, Skills and Employment.**

**CARRIED  
7/0**

# Lease of Offices 14 within the 'Kwinana Technology Business Centre': Lot 8 (11) Stidworthy Way, Kwinana Town Centre

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City of Kwinana (ABN 13 890 277 321)

Department of Education, Skills and Employment

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# Details

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## Parties

### **City of Kwinana**

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

### **Department of Education, Skills and Employment**

of 50 Marcus Clarke St, Canberra ACT 2601  
(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

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## 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 Office 14 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 **0** 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 Outgoings

- (1) To pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
  - (a) local government rates, specified area rates, taxes, service and other charges and including charges for rubbish and garbage removal;
  - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
  - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
  - (d) land tax and metropolitan regional improvement tax on a single ownership basis;
  - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to **clause 8.2**. For the avoidance of doubt, the parties agree:
    - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
    - (ii) such insurance will include insurance for the full replacement value of buildings; and
    - (iii) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 5.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

### 5.3 Interest

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

### 5.4 Costs

- (1) To pay to the Lessor on demand:
  - (a) all duty, fines and penalties payable under the *Duties Act* 2008 and other statutory duties or taxes payable on or in connection with this Lease;
  - (b) all 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 5.4** or any matter arising out of this Lease.

### 5.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

## 6. Rent Review

### 6.1 Rent to be Reviewed

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

### 6.2 Methods of Review

The review will be either based on CPI or a Market Review. 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 6.4**.

#### **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 6**, “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. Insurance**

#### **7.1 Insurance required**

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

- (a) adequate public liability insurance for a sum not less than the sum set out at **Item 8** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require;



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

## **7.2 Building Insurance to be effected by Lessor**

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

## **7.3 Details and receipts**

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

- (a) 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.

## **7.4 Payment of excess on insurance**

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

## **7.5 Not to invalidate**

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

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

## **7.6 Report**

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

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

## **7.7 Settlement of claim**

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

## **7.8 Lessor as attorney**

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

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 7.1** and **clause 7.2**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 7.1** and **clause 7.2**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

# **8. Indemnity**

## **8.1 Lessee responsibilities**

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

## **8.2 Indemnity**

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

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

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

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;

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

### **8.3 Obligations Continuing**

The obligations of the Lessee under this clause:

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

### **8.4 No indemnity for Lessor's negligence**

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

### **8.5 Release**

(1) The Lessee:

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

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

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

## 9. Limit of Lessor's liability

### 9.1 No liability for loss on Premises

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

### 9.2 Limit on liability for breach of Lessor's covenants

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

## 10. Maintenance, repair and cleaning

### 10.1 Generally

- (1) The Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any 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 10**. In the event of an inconsistency between an obligation specified in **Annexure 2** and an obligation specified in this **clause 10**, the obligation specified in this **clause 10** 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.

## **10.2 Cleaning**

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

## **10.3 Repair**

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

## **10.4 Responsibility for Securing the Premises**

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

## **10.5 Lessor's Fixtures and Fittings**

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

## **10.6 Pest control**

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

## **10.7 Painting**

- (1) The Lessee must on or before each repainting date as stated in **Item 9** 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.

# **11. Use**

## **11.1 Restrictions on use**

### **(1) Generally**

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

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or

- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

**(2) No offensive or illegal acts**

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

**(3) No nuisance**

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

**(4) No dangerous substances**

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

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

**(5) No harm or stress**

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

**(6) No signs**

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

**(7) No smoking**

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

**(8) Consumption of alcohol**

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

**(9) Sale of Alcohol**

The Lessee will not sell or supply liquor from the Premises or allow liquor to be sold or supplied from the Premises without the prior written consent of the Lessor and then only in accordance with the provisions of the *Liquor Control Act 1988*, *Health (Food and Pet Meat) Repeal Regulations 2009*, *Liquor Licensing Regulations 1989* and any other relevant written laws that may be in force from time to time.



**(10) Removal of rubbish**

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

**(11) No pollution**

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

**11.2 No warranty**

The Lessor gives no warranty:

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

**11.3 Lessee to Observe Copyright**

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

**11.4 Premises Subject to Restriction**

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

**11.5 Indemnity for Costs**

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

**12. Alterations**

**12.1 Restriction**

- (1) The Lessee must not without prior written consent:
  - (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 10**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

## 12.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 11.1** the Lessor may:
- (a) consent subject to conditions; and
    - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
    - (ii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
  - (b) if the Lessor consents to any matter referred to in clause 12.1:
    - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
    - (ii) the Lessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

## 12.3 Cost of Works

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

## 12.4 Conditions

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

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

# 13. Lessor's right of entry

## 13.1 Entry on Reasonable Notice

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

- (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 1.1(b)(iv)** is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

### **13.2 Costs of Rectifying Breach**

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

## **14. Statutory obligations and notices**

### **14.1 Comply with Statutes**

The Lessee must:

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

### **14.2 Indemnity if Lessee Fails to Comply**

The Lessee indemnifies the Lessor against:

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

## **15. Report to Lessor**

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and

- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

## 16. Default

### 16.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the 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.

### 16.2 Forfeiture

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

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

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

### 16.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or

- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

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

#### **16.4 Acceptance of Amount Payable By Lessor**

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

#### **16.5 Essential Terms**

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **6** (Insurance), **8** (Indemnity), **10** (Maintenance, Repair and Cleaning), **11** (Use), **0** (Assignment, Subletting and Charging) and **28** (Goods and Services Tax), is an essential term of this Lease but this clause **16.5** does not mean or imply that there are no other essential terms in this Lease.

#### **16.6 Breach of Essential Terms**

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

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

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

- (d) the Lessee agrees that the covenant set out in this **clause 1.1(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 1.1(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer

or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

## 17. Damage or destruction of Premises

### 17.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 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.

### 17.2 Total Damage or Destruction

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

## 18. Option to renew

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

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in:
  - (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 18** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

## 19. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly 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.

## 20. Restore premises

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

## 21. Yield up the premises

### 21.1 Peacefully surrender

On Termination the Lessee must:

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

### 21.2 Clause 21.1 to survive termination

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

## 22. Removal of property from Premises

### 22.1 Remove property prior to termination

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

### 22.2 Lessor can remove property on re-entry

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

## 23. Assignment, Subletting and Charging

### 23.1 No assignment or sub-letting without consent

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

### 23.2 Lessor's Consent to Assignment and Sub-letting

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

### **23.3 Consents of Assignee Supplementary**

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

### **23.4 Property Law Act 1969**

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

### **23.5 Costs for assignment and sub-letting**

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

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

whether or not the assignment or Sub-letting proceeds.

### **23.6 No mortgage or charge**

The Lessee must not mortgage nor charge the Premises.

## **24. Disputes**

### **24.1 Referral of Dispute: Phase 1**

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

## **24.2 Referral of Dispute: Phase 2**

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

## **24.3 Appointment of Arbitrator: Phase 3**

In the event the dispute is not resolved in accordance with **clause 24.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

## **24.4 Payment of Amounts Payable to Date of Award**

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

## **25. Prior notice of proposal to change rules**

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.

## **26. Provision of information**

The Lessee agrees to provide to the Lessor:

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

## **27. Caveat**

### **27.1 No absolute caveat**

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

### **27.2 CEO & Lessor as attorney**

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

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

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

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

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

### 27.3 Ratification

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

### 27.4 Indemnity

The Lessee indemnifies the Lessor against:

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

## 28. Goods and Services Tax

### 28.1 Definitions

The following definitions apply for the purpose of this clause:

- (a) **Act** means the Commonwealth's *A New Tax System (Goods and Services Tax) Act 1999* and associated Acts and subsidiary legislation;
- (b) **Consideration** means the Amounts Payable or any other money payable to the Lessor under this Lease, but does not include the amount of the GST which may apply to the Amounts Payable or other money payable under the Act;
- (c) **GST** means a tax under the Act levied on a Supply including but not limited to the Amounts Payable or other money payable to the Lessor for goods or services or property or any other thing under this Lease; and
- (d) **Supply** means a good or service or any other thing supplied by the Lessor under this Lease and includes but is not limited to a grant of a right to possession of the Premises.

### 28.2 Lessee to pay GST

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

### **28.3 Consideration in Kind**

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

### **28.4 No Contribution from Lessor**

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

### **28.5 Statement of GST paid is Conclusive**

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

### **28.6 Tax Invoices**

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

### **28.7 Reciprocity**

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

## **29. No Fetter**

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any Written Law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

## **30. Additional Terms Covenants and Conditions**

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

## **31. Commercial Tenancy Act**

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

## 32. Acts by agents

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

## 33. Governing law

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

## 34. Statutory powers

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

## 35. Notice

### 35.1 Form of delivery

A notice, 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.

### 35.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 35.1(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.

### 35.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;

- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 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.

## 36. Severance

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

## 37. Variation

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

## 38. Moratorium

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

## 39. Further assurance

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

## 40. Payment of money

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

## 41. Waiver

### 41.1 No general waiver

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

### 41.2 Partial exercise of right power or privilege

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

# Schedule

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## Item 1 Land and Premises

### (a) Land

The property known as 11 Stidworthy Way, Kwinana Town Centre, Western Australia being more particularly 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:

- (i) Office 14, being approximately 85 square metres which for identification purposes is cross-hachured in Annexure 1 (Exclusive Areas); and
- (ii) the Common Areas, which for identification purposes is shaded in Annexure 1.

## Item 2 Term

1 year commencing on [insert date] and expiring on [insert date].

## Item 3 Further Term

6 months commencing on [insert date] and expiring on [insert date]

## Item 4 Commencement Date

[insert date]

## Item 5 Rent

\$5,000 per annum plus GST payable in advance by equal monthly instalments of \$416.67.

## Item 6 Rent Review

Manner in which Rent is to be reviewed:

Rent Review Date	Manner of Review
[insert date]	CPI Review

If the Lease is extended for the Further Term

Rent Review Date	Manner of Review
[insert date]	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](mailto:propertymanagement@kwinana.wa.gov.au)

### **Lessee**

Department of Education, Skills and Employment

Address: 50 Marcus Clarke St, Canberra ACT 2601

Email: [facilitator@pslocaljobs.com.au](mailto:facilitator@pslocaljobs.com.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 **21** 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

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EXECUTED [add day and month] 201

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 [insert lessee's details]  
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:

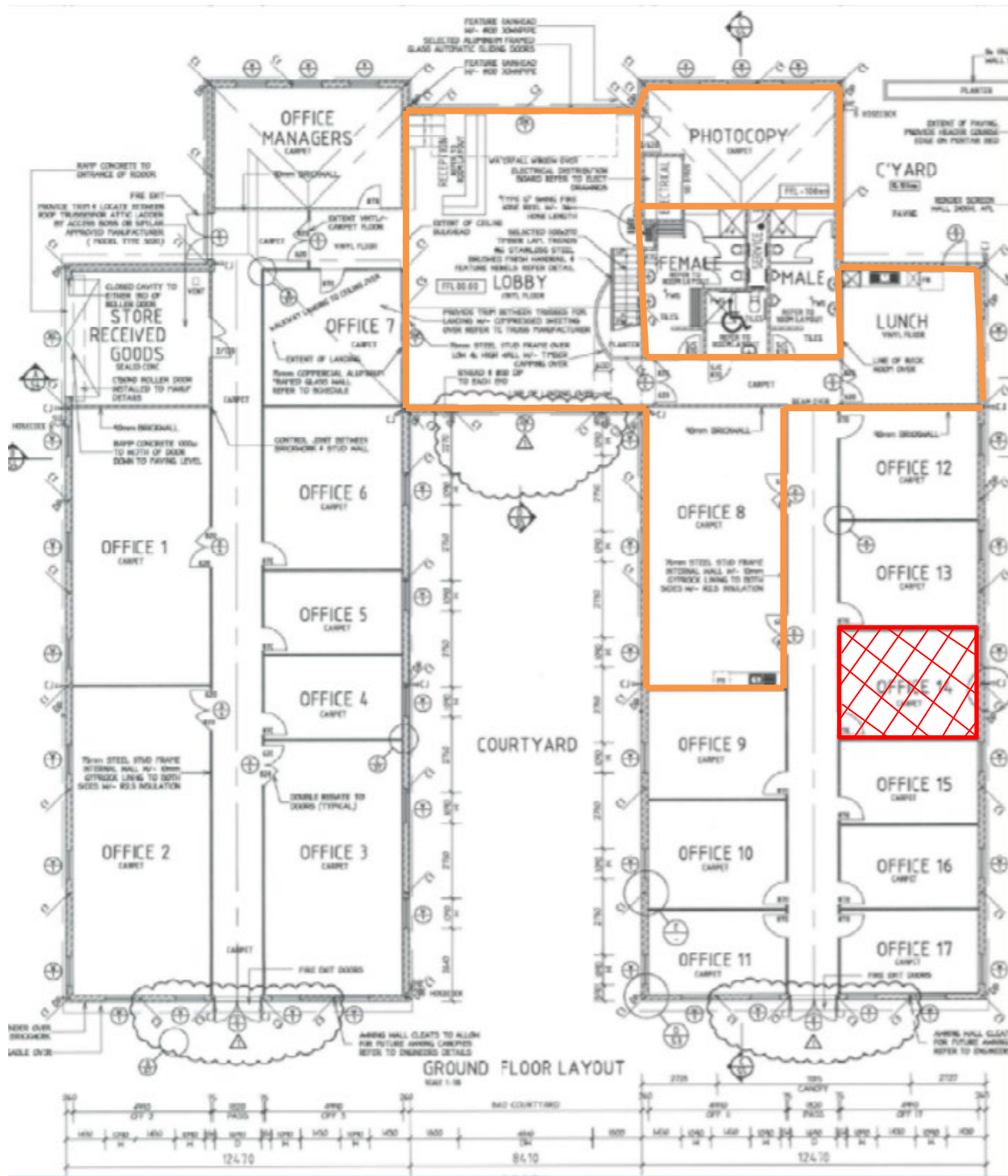
\_\_\_\_\_  
Address:

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

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Office Held:

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

# Annexure 1 – Sketch of Premises



## **18.7 Local Public Notice of Proposed Disposition by way of lease of Consultant Room No. 2 within 'William Bertram Community Centre', Lot 600, Corner of Johnson Road and Hero Crescent**

### **DECLARATION OF INTEREST:**

There were no declarations of interest declared.

### **SUMMARY:**

Child and Adolescent Health Services (**CAHS**) are a party to a lease with the City of Kwinana for Consult Room 1 within the William Bertram Community Centre (**the Centre**) which expires in 2022, with a further term option of 5 years thereafter. Consult Room 1 is currently being used for the purpose of child and community health services. Due to increasing demand for child and community health services in the area, CAHS have requested an additional consultation room (Consult Room 2) within the Centre. City Officers are recommending aligning the term of the lease for Consult Room 2 with that of the current lease for Consult Room 1.

### **OFFICER RECOMMENDATION:**

1. That the Council approve the proposed disposition of Consultant Room No. 2 within 'William Bertram Community Centre', Lot 600 Corner of Johnson Road and Hero Crescent, Bertram to Child and Adolescent Community Health (CACH) in accordance with Section 3.58 of the *Local Government Act 1995* and Section 30(2)(b)(i) and (ii) of the *Local Government Regulations 1996*.
2. Authorise the Chief Executive Officer to execute the lease agreement at Attachment B, between the City of Kwinana and Child and Adolescent Health Services for Consultant Room No. 2 within 'William Bertram Community Centre', Lot 600, Corner of Johnson Road and Hero Crescent and make any modifications where the intent of the lease does not change.
3. In accordance with the City of Kwinana's Leasing of Community Facilities Policy and 2020/2021 Fees and Charges, approve the proposed peppercorn rent as \$111 per annum.

### **DISCUSSION:**

Child and Adolescent Health Services (CAHS) provides a comprehensive range of health promotion and early identification and intervention community based services to children and families, focussing on growth and development in the early years, promoting wellbeing during childhood and adolescence. Service delivery is both universal and targeted. Groups at risk of poorer health outcomes, such as Aboriginal and Torres Strait Islander peoples and newly arrived refugees, are of particular focus.

State wide policy advice, workforce development and research on child and adolescent community health issues are also provided, with CACH's core business as follows:

1. Child Health Services;
2. School Health Services;
3. Child Development Services;
4. Immunisations

**18.7 LOCAL PUBLIC NOTICE OF PROPOSED DISPOSITION BY WAY OF LEASE OF CONSULTANT ROOM NO. 2 WITHIN 'WILLIAM BERTRAM COMMUNITY CENTRE', LOT 600, CORNER OF JOHNSON ROAD AND HERO CRESCENT**

5. At risk services, with a focus on Aboriginal and Torres Strait Islander and refugee families; and
6. Health promotion, capacity building and community development

CACH's vision is supporting families to raise happy, healthy children and adolescents.

Due to CACH providing a comprehensive range of health based services to children and families, it is recommended that \$111.00 annually be charged plus monthly outgoings, as per the City's Schedule of Fees and Charges for peppercorn leases.

CACH is a community facility and in accordance with Council's Leasing of Community Facilities Policy, CACH must meet and has met the compulsory organisational criteria.

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

Lessee Category	Peppercorn	CACH
The organisation meets an identified community need	E	Yes
The organisation provides equitable access to services primarily to Kwinana community	E	Yes
The organisation's activities complement the City's services	E	Yes
The organisation offers programs otherwise unavailable to Kwinana residents	E	Yes
There is a long standing community expectation that the City accommodates the organisation	E	Yes
The organisation is not part of a larger organisation with alternative accommodation options	E	No
The organisation is accessible to a broad resident base	E	Yes
The organisation has participation by volunteers	E	Yes
The organisation has limited capacity to generate revenue net of operating costs	D	Yes
The organisation does not receive funds from the State or Commonwealth Government	D	No

Key: E – Essential  
D - Desirable

**LEGAL/POLICY IMPLICATIONS:**

Section 3.58 (3) and (4) of the *Local Government Act 1995*.

**FINANCIAL/BUDGET IMPLICATIONS:**

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

**18.7 LOCAL PUBLIC NOTICE OF PROPOSED DISPOSITION BY WAY OF LEASE OF CONSULTANT ROOM NO. 2 WITHIN 'WILLIAM BERTRAM COMMUNITY CENTRE', LOT 600, CORNER OF JOHNSON ROAD AND HERO CRESCENT**

**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:**

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

**PUBLIC HEALTH IMPLICATIONS:**

By entering into the lease the City will be able to influence the health and wellbeing of the community through provision of public infrastructure, service delivery, partnerships and collaboration and health promotion which is in accordance with the City's Public Health Plan 2019-23.

**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 limiting the scope of health services available to the community. This will contradict the City's objectives in terms of the City's Public Health Plan 2019-23
Risk Theme	Ineffective management of facilities and promotion of public health
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 the Child and Adolescent Community Health
Rating (after treatment)	Low



**18.7 LOCAL PUBLIC NOTICE OF PROPOSED DISPOSITION BY WAY OF LEASE OF CONSULTANT ROOM NO. 2 WITHIN 'WILLIAM BERTRAM COMMUNITY CENTRE', LOT 600, CORNER OF JOHNSON ROAD AND HERO CRESCENT**

**COUNCIL DECISION**

**367**

**MOVED CR W COOPER**

**SECONDED CR S WOOD**

- 1. That the Council approve the proposed disposition of Consultant Room No. 2 within 'William Bertram Community Centre', Lot 600 Corner of Johnson Road and Hero Crescent, Bertram to Child and Adolescent Community Health (CACH) in accordance with Section 3.58 of the *Local Government Act 1995* and Section 30(2)(b)(i) and (ii) of the *Local Government Regulations 1996*.**
- 2. Authorise the Chief Executive Officer to execute the lease agreement at Attachment B, between the City of Kwinana and Child and Adolescent Health Services for Consultant Room No. 2 within 'William Bertram Community Centre', Lot 600, Corner of Johnson Road and Hero Crescent and make any modifications where the intent of the lease does not change.**
- 3. In accordance with the City of Kwinana's Leasing of Community Facilities Policy and 2020/2021 Fees and Charges, approve the proposed peppercorn rent as \$111 per annum.**

**CARRIED  
7/0**

2021

BETWEEN

**CITY OF KWINANA**

AND

**CHILD AND ADOLESCENT**

---

**Lease of Consultant Room No. 1, within 'William Bertram  
Community Centre': Lot 600 (1) Hero Crescent, Bertram**

**DEED OF VARIATION**

---

THIS DEED is made on the     day of                      2021

B E T W E E N:

**CITY OF KWINANA** ABN 13 890 277 321 of Corner of Gilmore Avenue and Sulphur Road, Kwinana WA 6167 (**Lessor**)

AND

**Child and Adolescent Health Services health service provider established under Section 32 of the Health Services Act 2016, pursuant to the Health Services (Health Service Providers) Order 2016 published in the Government Gazette on 17 June 2016**

of East Point Plaza, Level 8 233 Adelaide Terrace, Perth WA 6000 (**Tenant**)

(together the **Parties**)

## **RECITALS**

- A     The Lessor is a local government constituted pursuant to the provisions of the *Local Government Act 1995* (WA).
- B     The Lessor has the care, control and management of the Land pursuant to a management order.
- C     Subject to the prior written approval of the Minister for Lands, the Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in the Original Lease dated 6 October 2017.
- D     On 12 June 2016 the Child and Adolescent Health Service was established pursuant to an order made under Section 32 of the Health Services Act 2016.
- E     The Parties have agreed to vary the Original Lease by including an additional Consultant Room as part of the Lease Premises.
- F     Pursuant to Section 41(7) of the Act the Chief Executive of the Child and Adolescent Health Service has been authorised to execute this Deed.
- G     The Principal agreed to the variation by Council Resolution (#XXX) dated XXX
- H     The Parties have agreed to formalise the variation to the Agreement, as set out in this Deed.

## **AGREED TERMS**

### **1. Definitions and Interpretations**

---

The defined terms and interpretations contained in the Original Contract apply to this Deed unless otherwise stated or the context otherwise requires.

### **2. Commencement**

---

This Deed and the rights and obligations of the Parties under it shall take effect from date of execution and shall terminate on the expiry or earlier termination of the Agreement, as varied by this Deed.

### **3. Agreement Variation**

---

Upon execution of the Deed by the Parties, the Original Contract is varied as per below:

- a) Item 1 (b) of the Schedule to include Consultant Room 2, alternation, additions and improvements in relation to Consultant Room 2; in accordance with **Annexure 1**;
- b) Item 5 of the Schedule to:
  - i. \$105.00 per annum (exclusive of GST and outgoings) paid annually in advance in respect of Consultant Room 1; and
  - ii. \$111.00 per annum (exclusive of GST and outgoings) paid annually in advance in respect of Consultant Room 2.
- c) Sketch of Premises at Annexure 1 to be replaced with Annexure 1 of the deed.

### **3 Disputes**

---

Any disputes under this Deed are to be determined in accordance with clause 25 of the General Conditions of Contract contained in the Original Contract.

### **4. Notices and other communications**

---

Any notice or other communication under this Deed shall be in accordance with clause 35 of the General Conditions of Contract contained in the Original Contract.

### **5. Miscellaneous**

---

#### **5.1 Alterations**

This Deed may be altered only in writing, signed by each party.

#### **5.2 Approvals and consents**

Except where this deed expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this deed.

#### **5.3 Assignment**

A party may only assign this deed or a right under this deed with the prior written consent of the other party.

#### **5.4 Costs**

Each party must pay its own costs of negotiating, preparing and executing this deed.

#### **5.5 Entire agreement**

The Original Contract as amended by this deed constitute the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

#### **5.6 Further action**

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this deed and any transaction contemplated by it.

**5.7 Severability**

A term (or part thereof) of this deed that is illegal or unenforceable may be severed from this or deed and the remaining terms parts of the terms of this deed continue in force.

**5.8 Waiver**

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

**5.9 Confidentiality**

The contents of this deed are to remain confidential in accordance with clause 38 of the General Conditions of Contract contained in the Original Contract.

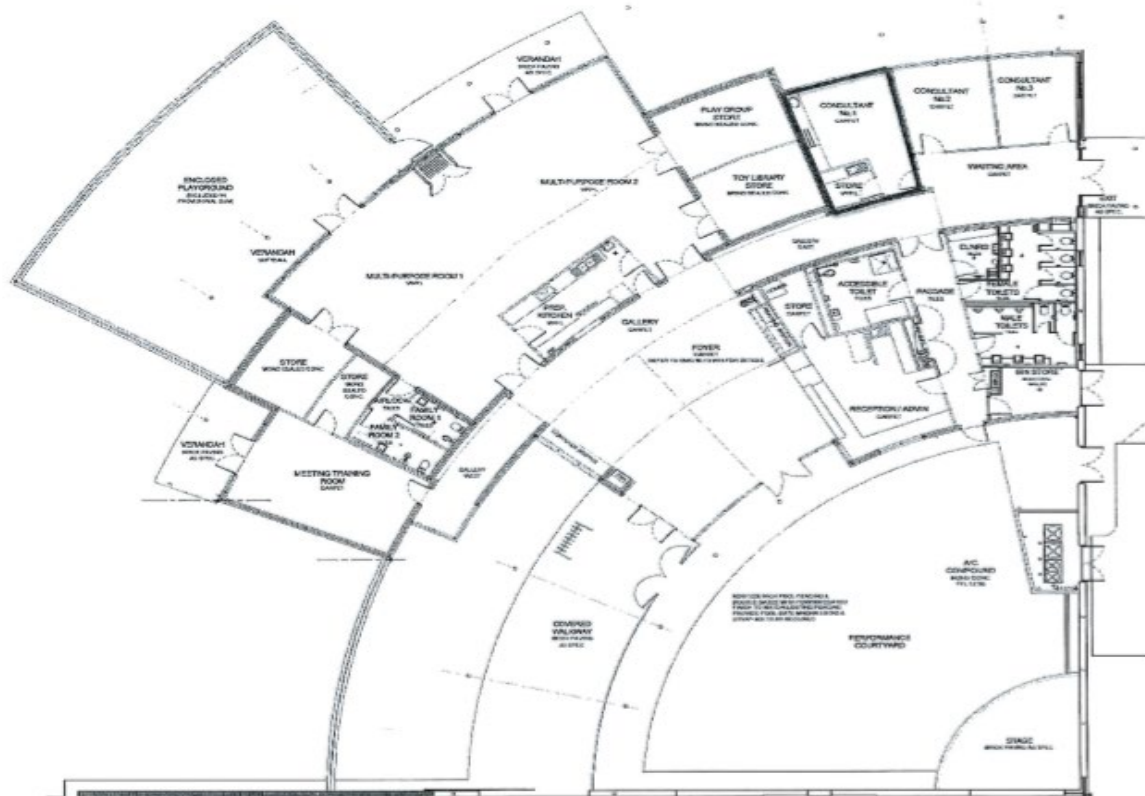
**5.10 Governing law and jurisdiction**

This deed is governed by the law of Western Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of Western Australia

**5.11 Counterparts**

This deed may be executed in counterparts. All executed counterparts constitute one document.

## Annexure 1 – Sketch of Premises



**Signing Page:**

**EXECUTED AS A DEED.**

**EXECUTED** on behalf of the City of )  
Kwinana, ABN 13 890 277 321, by a duly )  
authorised representative: )

.....  
Authorised signatory (signature)

.....  
Witness (signature)

.....  
Authorised signatory (print name)

.....  
Witness (print name)

.....  
Authorised signatory (title)

.....  
Witness (title)

.....  
Date

.....  
Date

**SIGNED** by XXX as Chief Executive of )  
Child and Adolescent Health Service of )  
the Department of Health in the presence )  
of: )

.....  
XXX

.....  
Witness signature

.....  
Witness name

.....  
Witness Address

.....  
Witness Occupation



## **18.8 City of Kwinana Elected Members, Committee Members and Candidates – Code of Conduct**

### **DECLARATION OF INTEREST:**

There were no declarations of interest declared.

### **SUMMARY:**

The City's Code of Conduct was adopted by Council on 12 November 1991 and last reviewed on 27 September 2019. This policy addresses the behavioural standards of elected members, committee members and employees within the one policy.

Sections 48 to 51 of the *Local Government Legislation Amendment Act 2019*, was gazetted on 2 February 2021 and came into effect on 3 February 2021. Upon coming into effect, each local government was required 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*.

The proposed City of Kwinana Elected Members, Committee Members and Candidates – Code of Conduct incorporates the required provisions of the Model Code, as well as additional provisions concerning social media use.

An additional Code of Conduct with relation to employees specifically is currently being drafted and will be presented to Council in the near future. At that time City Officers will recommend the revocation of the current City of Kwinana Code of Conduct.

### **OFFICER RECOMMENDATION:**

That Council adopt the City of Kwinana Elected Members, Committee Members and Candidates – Code of Conduct as at Attachment A.

### **DISCUSSION:**

Local Governments have a Code of Conduct which Elected Members and the Administration are required to follow. The Code of Conduct is endorsed by Council and, among other things, articulates the conduct, behaviour, values and ethics of the organisation.

Section 5.103 of the *Local Government Act 1995* ('Act') previously required every local government to adopt a code of conduct to be observed by elected members, committee members and employees.

The Act has been the subject of ongoing legislative review by the Department of Local Government, Sport and Cultural Industries ('the Department'). As part of that review, the *Local Government Legislation Amendment Act 2019* was gazetted on 2 February 2021 and came into effect on 3 February 2021. The effect of section 50 of this Act is that within 3 months, each local government must prepare and adopt a code of conduct to be observed by council members, committee members and candidates that incorporates the model code. This model code is set out within the *Local Government (Model Code of Conduct) Regulations 2021*.

## 18.8 CITY OF KWINANA ELECTED MEMBERS, COMMITTEE MEMBERS AND CANDIDATES – CODE OF CONDUCT

The model code is taken to be a local government's code of conduct until such time as the local government prepares and adopts their own code that incorporates it.

The City of Kwinana Elected Members, Committee Members and Candidates – Code of Conduct incorporate the fundamental elements of the Regulations. It also exceeds the requirements of the Regulations with respect to social media, including specific provisions addressing use by elected members and committee members.

### LEGAL/POLICY IMPLICATIONS:

*Local Government Act 1995*

#### **2.7. Role of council**

- (1) *The council —*
  - (a) *governs the local government's affairs; and*
  - (b) *is responsible for the performance of the local government's functions.*
- (2) *Without limiting subsection (1), the council is to —*
  - (a) *oversee the allocation of the local government's finances and resources; and*
  - (b) *determine the local government's policies.*

#### **5.103. Model code of conduct for council members, committee members and candidates**

- (1) *Regulations must prescribe a model code of conduct for council members, committee members and candidates.*
- (2) *The model code of conduct must include —*
  - (a) *general principles to guide behaviour; and*
  - (b) *requirements relating to behaviour; and*
  - (c) *provisions specified to be rules of conduct.*
- (3) *The model code of conduct may include provisions about how the following are to be dealt with —*
  - (a) *alleged breaches of the requirements referred to in subsection (2)(b);*
  - (b) *alleged breaches of the rules of conduct by committee members.*
- (4) *The model code of conduct cannot include a rule of conduct if contravention of the rule would, in addition to being a minor breach under section 5.105(1)(a), also be a serious breach under section 5.105(3).*
- (5) *Regulations may amend the model code of conduct.*

#### **5.104. Adoption of model code of conduct**

- (1) *Within 3 months after the day on which regulations prescribing the model code come into operation, a local government must prepare and adopt\* a code of conduct to be observed by council members, committee members and candidates that incorporates the model code.*  
*\* Absolute majority required.*
- (2) *Within 3 months after the day on which regulations amending the model code come into operation, the local government must amend\* the adopted code of conduct to incorporate the amendments made to the model code.*  
*\* Absolute majority required.*
- (3) *A local government may include in the adopted code of conduct requirements in addition to the requirements referred to in section 5.103(2)(b), but any additional requirements —*
  - (a) *can only be expressed to apply to council members or committee members; and*

**18.8 CITY OF KWINANA ELECTED MEMBERS, COMMITTEE MEMBERS AND CANDIDATES – CODE OF CONDUCT**

- (b) are of no effect to the extent that they are inconsistent with the model code.
- (4) A local government cannot include in the adopted code of conduct provisions in addition to the principles referred to in section 5.103(2)(a) or the rules of conduct.
- (5) The model code is taken to be a local government's adopted code of conduct until the local government adopts a code of conduct.
- (6) An alleged breach of a local government's adopted code of conduct by a candidate cannot be dealt with under this Division or the adopted code of conduct unless the candidate has been elected as a council member.
- (7) The CEO must publish an up-to-date version of a local government's adopted code of conduct on the local government's official website.

**FINANCIAL/BUDGET IMPLICATIONS:**

There are no financial/budget 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.

**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.

**18.8 CITY OF KWINANA ELECTED MEMBERS, COMMITTEE MEMBERS AND CANDIDATES – CODE OF CONDUCT****RISK IMPLICATIONS:**

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

Risk Event	Council does not have an adequate Code of Conduct for Elected Members, Committee Members and Candidates Policy to comply with legislated requirements.
Risk Theme	Failure to fulfil statutory regulations or compliance requirements
Risk Effect/Impact	Compliance
Risk Assessment Context	Operational
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**

368

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

**That Council adopt the City of Kwinana Elected Members, Committee Members and Candidates – Code of Conduct as at Attachment A.**

**CARRIED**  
**7/0**



# **City of Kwinana Elected Members, Committee Members and Candidates – Code of Conduct**



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# Introduction

This is the City of Kwinana Code of Conduct for Elected Members, Committee Members and Candidates. It sets out general principles to guide the behaviour of Elected Members, committee members and candidates.

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

The Code of Conduct is complementary to the principles adopted in the *Local Government Act 1995* and Regulations which incorporate four fundamental aims:

- (a) better decision making by local governments;
- (b) greater community participation in the decisions and affairs of local governments;
- (c) greater accountability of local government to their communities; and
- (d) more efficient and effective local government.

# Definitions

In this Code:

**Act** means the *Local Government Act 1995*;

**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.

**Administration Regulations** means the *Local Government (Administration) Regulations 1996*;

**CEO** means the Chief Executive Officer of the City;

**Candidate** means a candidate for election as an Elected Member;

**City** means City of Kwinana;

**Committee** means a committee established by Council under the Act;

**Committee Member** means a member of a committee of the City;

**Council** means the Elected Members of the City;

**Designated employee** means:

- (a) a CEO;
- (b) an employee, other than the CEO, to whom any power or duty has been delegated under Division 4;
- (c) an employee who is a member of a committee comprising Elected Members and employees; and
- (d) an employee nominated by the City to be a designated employee;



**Elected Member** means a person who holds the office of Mayor or Councillor on the Council;

**employee** means a person employed by the City;

**gift** means a gift as defined by section 5.57 of the *Local Government Act 1995*;

**interest** means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.

**local law** means any local law adopted by Council;

**notifiable gift** means, in relation to a person who is an Elected Member or designated employee:

- (a) a gift worth between \$50 and \$300; or
- (b) a gift that is one of 2 or more gifts given to the Elected Member or employee by the same person within a period of 6 months that are in total worth between \$50 and \$300;

from a person who is undertaking or seeking to undertake or who it is reasonable to believe is intending to undertake an activity involving a local government discretion.

**prohibited gift** in relation to a person who is an Elected Member or employee, means —

- (a) a gift worth \$300 or more; or
- (b) a gift that is one of two or more gifts given to the Elected Member or employee by the same person within a period of six months that are in total worth \$300 or more;

from a person who is undertaking or seeking to undertake or who it is reasonable to believe is intending to undertake an activity involving a local government discretion.

**Public interest information** means information that —

- (a) 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 *Public Interest Disclosure Act 2003* ('PID Act')); and
- (b) 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;
  - (i) improper conduct; or
  - (ii) an act or omission that constitutes an offence under a written (State) law; or
  - (iii) substantial unauthorised or irregular use of, or substantial mismanagement of, public resources or;
  - (iv) an act done or omission that involves a substantial and specific risk of:
    - injury to public health; or
    - damage to property of the local government; 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).

**Publish** includes to publish on a social media platform;



**Regulations** means any regulations made under the Act;

**Social media** means websites and applications that enable users to create and share content or to participate in social networking, including but not limited to Facebook, Snapchat, Instagram and LinkedIn.

**Harassment** is an action, conduct or behaviour that is viewed as unwelcome, humiliating, intimidating or offensive by the recipient.

**Bullying** is repeated verbal, physical, social or psychological abuse by a person or group of people.

# Roles

## Role of Elected Members

The primary role of an Elected Member is to represent the community, and the effective translation of the community's needs and aspirations into a direction and future for the Local Government will be the focus of the Elected Member's public life.

The role of Elected Members is set out at section 2.10 of the Act as follows:

*"A Councillor:*

- (a) represents the interests of electors, ratepayers and residents of the district;*
- (b) provides leadership and guidance to the community in the district;*
- (c) facilitates communication between the community and the council;*
- (d) participates in the local government's decision-making processes at council and committee meetings; and*
- (e) performs such other functions as are given to a Councillor by this Act or any other written law."*

The role of the Mayor is set out at section 2.8(1) of the Act as follows:

- (1) The mayor or president —*
  - (a) presides at meetings in accordance with this Act; and*
  - (b) provides leadership and guidance to the community in the district; and*
  - (c) carries out civic and ceremonial duties on behalf of the local government; and*
  - (d) speaks on behalf of the local government; and*
  - (e) performs such other functions as are given to the mayor or president by this Act or any other written law; and*
  - (f) liaises with the CEO on the local government's affairs and the performance of its functions.*

An Elected Member is part of the team in which the community has placed its trust to make decisions on its behalf and the community is therefore entitled to expect high standards of conduct from its elected representatives. In fulfilling the various roles, Elected Members activities will focus on:

- achieving a balance in the diversity of community views to develop an overall strategy for the future of the community;
- achieving sound financial management and accountability in relation to the Local Government's finances;
- ensuring that appropriate mechanisms are in place to deal with the prompt handling of residents' concerns;
- working with other governments and organisations to achieve benefits for the community at both a local and regional level;
- having an awareness of the statutory obligations imposed on Elected Members and on Local Governments.

In carrying out its functions a local government is to use its best endeavours to meet the needs of current and future generations through an integration of environmental protection, social advancement and economic prosperity.

## Role of Committee Members

The role of committees is generally to deliberate upon matters within their authority as determined by Council, and to give advice and/or make recommendations to Council.

## Role of Council

The Role of the Council is in accordance with section 2.7 of the Act:

*“(1) The council —*

- (a) governs the local government’s affairs; and*
- (b) is responsible for the performance of the local government’s functions.*

*(2) Without limiting subsection (1), the council is to —*

- (a) oversee the allocation of the local government’s finances and resources; and*
- (b) determine the local government’s policies.”*

## General principles

### Overview of Division

This Division sets out general principles to guide the behaviour of Elected Members, committee members and candidates.

### Personal integrity

(1) An Elected Member, committee member or candidate should —

- (a) act with reasonable care and diligence; and
- (b) act with honesty and integrity; and
- (c) act lawfully; and
- (d) identify and appropriately manage any conflict of interest; and
- (e) avoid damage to the reputation of the local government.

(2) An Elected Member or committee member should —

- (a) act in accordance with the trust placed in Elected Members and committee members; and

- (b) participate in decision-making in an honest, fair, impartial and timely manner; and
- (c) actively seek out and engage in training and development opportunities to improve the performance of their role; and
- (d) attend and participate in briefings, workshops and training sessions provided or arranged by the local government in relation to the performance of their role.

## Accountability

An Elected Member or committee member should —

- (a) base decisions on relevant and factually correct information; and
- (b) make decisions on merit, in the public interest and in accordance with statutory obligations and principles of good governance and procedural fairness; and
- (c) read all agenda papers given to them in relation to council or committee meetings; and
- (d) be open and accountable to, and represent, the community in the district.

## Gifts

A gift is defined under section 5.57 of the Act as a conferral of a financial benefit (including a disposition of property) made by one person in favour of another person unless adequate consideration in money or money's worth passes from the person in whose favour the conferral is made to the person who makes the conferral. It includes any contributions to travel.

There are two aspects to gifts: disclosure of receipt and disclosing an interest when a matter comes before council or when the CEO provides advice or a report to council.

## Disclosing the receipt of a gift

In accordance with the Act, Elected Members (section 5.87A) and CEOs (section 5.87B) are required to disclose gifts that are received in their capacity as an Elected Member or CEO and:

- are valued over \$300; or
- are of a cumulative value that exceeds \$300 where the gifts are received from the same donor in a 12 month period. Additionally, a gift given by two or more related bodies corporate (as defined by section 50 in the *Corporations Act 2001* (Cth)) is considered to have been given by a single corporation.

All such gifts must be disclosed within ten days of receipt: the CEO makes the disclosure to the Mayor; Elected Members make the disclosure to the CEO. The CEO must update the gifts register within ten days and an up-to-date version of the register is required to be published on the local government's official website. Form 4 of the *Local Government (Administration) Regulations 1996* sets out the information that is to be disclosed:

- a description of the gift;
- the name and address of the donor;
- the date of receipt;
- the estimated value of the gift;
- the nature of the relationship between the donor and recipient; and
- in the case of travel, the date of the travel and a description
- in the case of an excluded gift, the date of the approval and reasons for the approval.

## Interests in matters before council

A relationship is created between the donor and a recipient of a gift which could be perceived to affect decision-making.

Where the donor of a gift has a matter before council from which the donor could benefit or suffer detriment, the Elected Member must disclose this interest in writing to the CEO before the meeting or immediately before the matter is discussed.

The receipt of a gift over \$300 (or the cumulative value of gifts from the same donor in a twelve-month period) prevents a Elected Member or CEO from participating in, or providing advice or report on, the matter to be discussed (unless approval has been given).

In accordance with section 5.68, council can allow a Elected Member to participate if they have received a gift valued at up to \$1,000 but only where they decide:

- that the interest is so trivial or insignificant it is unlikely to influence the disclosing member conduct in relation to the matter; or
- the interest is common to a significant number of electors or ratepayers in the case of disclosure by a Elected Member.

If it is the CEO who has the interest relating to a gift, and the gift is valued at up to \$1,000, the council can allow the CEO to provide advice or a report, if they believe the nature of the interest is unlikely to influence the CEO. If the council decides that the interest is not trivial or insignificant and could be perceived to influence, the CEO should make arrangements for another employee to provide the advice or report.

For an interest created by a gift(s) over \$1,000 in a twelve-month period, only the Minister can make a decision to allow participation or the provision of advice or a report.

## Gifts excluded from the interest provisions

Certain gifts are specifically excluded from the conflict of interest provisions. These are gifts relating to attendance at an event where attendance has been approved by the council in accordance with the council endorsed Attendance at Events policy, and gifts from specified entities. Regulation 20B of the Local Government (Administration) Regulations prescribe the specified entities as WALGA (but not LGIS), ALGA, LG Professionals, a State public service department, a Commonwealth, State or Territory government department or another local government or regional local government.

Gifts from any of these sources must still be disclosed and published on the gifts register if over \$300 in a twelve-month period.

## Gifts received during election periods

The *Local Government (Elections) Regulations 1997* provide for the disclosure of electoral gifts in a separate electoral gift register and are not required to be disclosed again under section 5.87A.

In accordance with section 30C of *Local Government (Elections) Regulations 1997*:

- (1) *For the purposes of regulation 30B(1) and 30CA(1), the period commences 6 months before the relevant election day, and concludes —*
  - a) *3 days after the election day, for unsuccessful candidates; or*
  - b) *on the start day for financial interest returns for successful candidates under section 5.74 of the Act.*
- (2) *Where a delay results from a declaration from the Court of Disputed Returns the period of delay is to be added to the 6 month period set out in subregulation (1)*
- (3) *If the day the Local Government (Elections) Amendment Regulations 2009 regulation 3 comes into operation 1 (the **commencement day**) is less than 6 months before a relevant election day, the period set out in subregulation (1) commences on the commencement day.*

## Behaviour

### Overview of Division

This Division sets out —

- (a) requirements relating to the behaviour of Elected Members, committee members and candidates; and
- (b) the mechanism for dealing with alleged breaches of those requirements.

## Personal integrity

- (1) An Elected Member, committee member or candidate —
  - (a) must ensure that their use of social media and other forms of communication complies with this code; and
  - (b) must only publish material that is factually correct.
- (2) An Elected Member or committee member —
  - (a) must not be impaired by alcohol or drugs in the performance of their official duties; and
  - (b) must comply with all policies, procedures and resolutions of the local government.

## Relationship with others

An Elected Member, committee member or candidate —

- (a) must not bully or harass another person in any way; and
- (b) must deal with the media in a positive and appropriate manner and in accordance with any relevant policy of the local government; and
- (c) must not use offensive or derogatory language when referring to another person; and
- (d) must not disparage the character of another Elected Member, committee member or candidate or a local government employee in connection with the performance of their official duties; and
- (e) must not impute dishonest or unethical motives to another Elected Member, committee member or candidate or a local government employee in connection with the performance of their official duties.

## Council or committee meetings

When attending a council or committee meeting, an Elected Member, committee member or candidate —

- (a) must not act in an abusive or threatening manner towards another person; and
- (b) must not make a statement that the member or candidate knows, or could reasonably be expected to know, is false or misleading; and
- (c) must not repeatedly disrupt the meeting; and
- (d) must comply with any requirements of a local law of the local government relating to the procedures and conduct of council or committee meetings; and
- (e) must comply with any direction given by the person presiding at the meeting; and



- (f) must immediately cease to engage in any conduct that has been ruled out of order by the person presiding at the meeting.

## **Complaint about alleged breach**

- (1) A person may make a complaint, in accordance with subclause (2), alleging a breach of a requirement set out in this Division.
- (2) A complaint must be made —
  - (a) in writing in the form approved by the local government; and
  - (b) to a person authorised under subclause (3); and
  - (c) within 1 month after the occurrence of the alleged breach.
- (3) The local government must, in writing, authorise 1 or more persons to receive complaints and withdrawals of complaints.

## **Dealing with complaint**

- (1) After considering a complaint, the local government must, unless it dismisses the complaint under subclause (2) or the complaint is withdrawn, make a finding as to whether the alleged breach the subject of the complaint has occurred.
- (2) Before making a finding in relation to the complaint, the local government must give the person to whom the complaint relates a reasonable opportunity to be heard (with such timeframe as is reasonable in the circumstances).
- (3) A finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur.
- (4) If the local government makes a finding that the alleged breach has occurred, the local government may —
  - (a) take no further action; or
  - (b) prepare and implement a plan to address the behaviour of the person to whom the complaint relates.
- (5) When preparing a plan under subclause (4)(b), the local government must consult with the person to whom the complaint relates.
- (6) A plan under subclause (4)(b) may include a requirement for the person to whom the complaint relates to do 1 or more of the following —
  - (a) engage in mediation;
  - (b) undertake counselling;
  - (c) undertake training;

- (d) issue an apology;
  - (e) take other action the local government considers appropriate.
- (7) If the local government makes a finding in relation to the complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of —
  - (a) its finding and the reasons for its finding; and
  - (b) if its finding is that the alleged breach has occurred — its decision under subclause (4).

## **Dismissal of complaint**

- (1) The local government must dismiss a complaint if it is satisfied that —
  - (a) the behaviour to which the complaint relates occurred at a council or committee meeting; and
  - (b) either —
    - (i) the behaviour was dealt with by the person presiding at the meeting; or
    - (ii) the person responsible for the behaviour has taken remedial action in accordance with a local law of the local government that deals with meeting procedures.
- (2) If the local government dismisses a complaint, the local government must give the complainant, and the person to whom the complaint relates, written notice of its decision and the reasons for its decision.

## **Withdrawal of complaint**

- (1) A complainant may withdraw their complaint at any time before the local government makes a finding in relation to the complaint.
- (2) The withdrawal of a complaint must be —
  - (a) in writing; and
  - (b) given to a person authorised under clause 11(3).

## **Other provisions about complaints**

- (1) A complaint about an alleged breach by a candidate cannot be dealt with by the local government unless the candidate has been elected as an Elected Member.
- (2) The procedure for dealing with complaints may be determined by the local government to the extent that it is not provided for in this Division.

- (3) The CEO must publish an up-to-date version of the register of complaints on the local governments official website.

## **Social Media Guidelines for Elected Members**

The language and approach used on-line is to be consistent with what the community would expect from an Elected Member.

Elected Members should:

- remember the Mayor and the CEO are the official spokespersons for the City as per the Act; any statements on behalf of the City should only be made with specific authority;
- clearly label content and responses as their own personal views and not those of the City or Council;
- ensure content is accurate, relevant and complies with current policies;
- avoid offensive, defamatory, intimidating and provocative language, and avoid commenting on or liking posts that contain this type of language;
- avoid making personal comments about other Elected Members, staff or members of the community;
- maintain a positive and respectful tone;
- adhere to copyright, privacy, defamation, discrimination, harassment and other applicable laws;
- observe confidentiality;
- remember Council decision making is by majority, and while there may be decisions that are disagreed with, alternative points of view should be made respectfully and constructively;
- where requests for service or official feedback has been posted, comments should encourage direct contact with the City to enable the matter to be dealt with;
- where misinformation or factually incorrect information is posted, encourage the original poster to make contact with the relevant contact at the City for clarification;
- consider the appropriateness of liking, sharing or reacting to another person's/organisation post on Social Media, as it is taken to be an endorsement of that material.
- not to make public statements expressing their opinion on matters before the Council that would indicate a predetermined voting position.

The intent of these guidelines is to protect Elected Members and assist in ensuring that the use of all forms of online and social media by Elected Members aligns with the position of the City and reflective of their professional position and standing in the community.

# Rules of conduct

## Overview of Division

- (1) This Division sets out rules of conduct for Elected Members and candidates.
- (2) A reference in this Division to an Elected Member includes an Elected Member when acting as a committee member.

## Misuse of local government resources

- (1) In this clause —  
  
***electoral purpose*** means the purpose of persuading electors to vote in a particular way at an election, referendum or other poll held under the Act, the Electoral Act 1907 or the Commonwealth Electoral Act 1918;  
  
***resources of a local government*** includes —
  - (a) local government property; and
  - (b) services provided, or paid for, by a local government.
- (2) An Elected Member must not, directly or indirectly, use the resources of a local government for an electoral purpose or other purpose unless authorised under the Act, or by the local government or the CEO, to use the resources for that purpose.

## Securing personal advantage or disadvantaging others

- (1) An Elected Member must not make improper use of their office —
  - (a) to gain, directly or indirectly, an advantage for the Elected Member or any other person; or
  - (b) to cause detriment to the local government or any other person.
- (2) Subclause (1) does not apply to conduct that contravenes section 5.93 of the Act or The Criminal Code section 83.

## Prohibition against involvement in administration

- (1) An Elected Member must not undertake a task that contributes to the administration of the local government unless authorised by the local government or the CEO to undertake that task.

- (2) Subclause (1) does not apply to anything that a Elected Member does as part of the deliberations at a council or committee meeting.

## Relationship with local government employees

- (1) In this clause —

*local government 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.
- (2) An Elected Member or candidate must not —
- (a) direct or attempt to direct a local government employee to do or not to do anything in their capacity as a local government employee; or
  - (b) attempt to influence, by means of a threat or the promise of a reward, the conduct of a local government employee in their capacity as a local government employee; or
  - (c) act in an abusive, threatening or demeaning manner towards a local government employee.
- (3) Subclause (2)(a) does not apply to anything that an Elected Member does as part of the deliberations at a council or committee meeting.
- (4) If an Elected Member or candidate, in their capacity as an Elected Member or candidate, is attending a council or committee meeting or other organised event (for example, a briefing or workshop), the Elected Member or candidate must not orally, in writing or by any other means —
- (a) make a statement that a local government employee is incompetent or dishonest; or
  - (b) use an offensive or objectionable expression when referring to a local government employee.
- (5) Subclause (4)(a) does not apply to conduct that is unlawful under The Criminal Code Chapter XXXV.

## Disclosure of information

- (1) In this clause —

***closed meeting*** means a council or committee meeting, or a part of a council or committee meeting, that is closed to members of the public under section 5.23(2) of the Act;

**confidential document** means a document marked by the CEO, or by a person authorised by the CEO, to clearly show that the information in the document is not to be disclosed;

**document** includes a part of a document;

**non-confidential document** means a document that is not a confidential document.

- (2) A Elected Member must not disclose information that the Elected Member —
  - (a) derived from a confidential document; or
  - (b) acquired at a closed meeting other than information derived from a non-confidential document.
- (3) Subclause (2) does not prevent a Elected Member from disclosing information —
  - (a) at a closed meeting; or
  - (b) to the extent specified by the council and subject to such other conditions as the council determines; or
  - (c) that is already in the public domain; or
  - (d) to an officer of the Department; or
  - (e) to the Minister; or
  - (f) to a legal practitioner for the purpose of obtaining legal advice; or
  - (g) if the disclosure is required or permitted by law.

## Disclosure of interests

- (1) In this clause —

**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.
- (2) A Elected Member who has an interest in any matter to be discussed at a council or committee meeting attended by the Elected Member must disclose the nature of the interest —
  - (a) in a written notice given to the CEO before the meeting; or
  - (b) at the meeting immediately before the matter is discussed.
- (3) Subclause (2) does not apply to an interest referred to in section 5.60 of the Act.
- (4) Subclause (2) does not apply if a Elected Member fails to disclose an interest because the Elected Member did not know —
  - (a) that they had an interest in the matter; or

- (b) that the matter in which they had an interest would be discussed at the meeting and the Elected Member disclosed the interest as soon as possible after the discussion began.
- (5) If, under subclause (2)(a), a Elected Member discloses an interest in a written notice given to the CEO before a meeting, then —
  - (a) before the meeting the CEO must cause the notice to be given to the person who is to preside at the meeting; and
  - (b) at the meeting the person presiding must bring the notice and its contents to the attention of the persons present immediately before any matter to which the disclosure relates is discussed.
- (6) Subclause (7) applies in relation to an interest if —
  - (a) under subclause (2)(b) or (4)(b) the interest is disclosed at a meeting; or
  - (b) under subclause (5)(b) notice of the interest is brought to the attention of the persons present at a meeting.
- (7) The nature of the interest must be recorded in the minutes of the meeting.

## **Lobbying**

### **Responsibilities**

#### **Mayor**

The role of the Mayor includes being a key community leader and the principal spokesperson of the City of Kwinana. The Mayor is to establish partnerships, network and actively promote Council's interests where opportunities arise.

#### **Elected Members**

The role of Elected Members is to represent their community, advocate on their behalf to various stakeholders and government bodies and work towards delivering the vision of the City of Kwinana. Elected Members are a valuable link between the community and the local government, and play a key role in communicating messages to the community.

### **Inappropriate Lobbying**

It is in the public interest that lobbying is fair and does not undermine public confidence in impartial decision-making. Lobbying is a two-way process between Elected Members and lobbyists.



Elected Members should take care that their duty to consider issues fairly and properly is not compromised by participating in lobbying practices that are outside the bounds of appropriate or lawful behaviour.

It is not possible to define every type of activity that could constitute inappropriate or unlawful lobbying. Generally, however, inappropriate or unlawful conduct on the part of someone lobbying an Elected Member usually involves an attempt to obtain preferential consideration or treatment based on factors other than the merits of the matter. Examples include:

- (i) accepting undisclosed payments or benefits while making a decision that affects the gift giver's interests;
- (ii) accepting a political donation in return for the favourable exercise of discretion during decision making;
- (iii) granting access to a particular individual or group while unreasonably denying similar access requested by another party;
- (iv) fettering discretion by giving undertakings to an interested party prior to considering all the information relevant to a decision;
- (v) acting in a manner that exceeds the role of an Elected Member as defined in section 2.8, 2.9 or 2.10 of the Act;
- (vi) disclosing confidential information while being lobbied; and
- (vii) being unduly influenced by factors that are irrelevant to the merits of the matter under consideration.

## Transparency

Elected Members should exercise judgement when deciding whether to be involved in private meetings with people seeking to influence a Council decision. Suspicions of inappropriate lobbying can occur when lobbying is not open to public scrutiny. Regardless of whether such suspicions are justified, they still have the potential to undermine public confidence in Council decision-making and adversely affect an Elected Member's reputation.

Transparency is the means of governing accountability and perceptions of fairness in lobbying processes. There are a number of ways Elected Members can help ensure transparency whilst being lobbied. These include:

- documenting meetings with proponents;
- generally conducting meetings in official locations, such as City premises;
- having other people present during meetings;
- inviting applicants who have approached them for a meeting to discuss significant developments, to write to the City seeking a meeting with all Elected Members and employees;
- providing copies of information presented during lobbying meetings to City employees for consideration and assessment (if required), distribution to other Elected Members and filing as part of the City records;
- asking people who have requested a meeting to put their arguments in writing; and
- making a declaration at a Council meeting about lobbying activities they have been engaged in that are not part of Council's formal processes.

## Tendering

The lobbying of Elected Members, the CEO or other employees by tenderers about the outcome of a tender process is not permissible.

## Communication and Public Relations

### Communication

- a) Unless on approved leave of absence or unavailable for other reasons, Elected Members shall respond to all written, electronic and verbal enquiries in a timely manner.
- b) All aspects of communication by Elected Members (including verbal, written or personal), involving the City's activities should reflect the status and objectives of Council. Communications should be accurate, polite and professional.
- c) Elected Members should avail themselves of advice from a council officer to ensure their communications are accurate and in accordance with council policy.

### Record Keeping

Elected members have a unique and pivotal role within the local government and the community. They represent the interests of electors, residents and ratepayers, participate in local government decision making at council and committee meetings, and facilitate communication between the community and the Council.

The State Records Commission policy regarding the records of local government elected members requires the creation and retention of records of the:

*"...communications and transactions of elected members which constitute evidence affecting the accountability of the Council and the discharge of its business."*

Elected Members are required to maintain a record of all required correspondence in accordance with the State Records Office of Western Australia – Local Government Elected Members Records.

### Mayor to Speak on Behalf of Council

The Mayor or CEO will only express the view or position of Council, where Council has formally determined a view or position. Where Council has not determined the matter or has no clear view/position, the Mayor or CEO may express a personal view, providing they clearly preface such remarks as being their own personal view and not those of Council.

## Corporate Obligations

As representatives of the community, Elected Members need to be not only responsive to community views, but to adequately communicate the attitudes and decisions of Council. In doing so Elected Members should acknowledge that:

- a) as a member of Council there is respect for the decision making processes of Council, which are based on a decision of the majority of Council;
- b) information relating to decisions of Council on approvals, permits and so on ought to be communicated in an official capacity by a designated employee of the City;
- c) information concerning adopted policies, procedures and decisions of Council is conveyed accurately; and
- d) information of a confidential nature shall not be communicated until it is no longer treated as confidential.

## Expression of Personal Views

Elected Members are free to make their own personal position known about any matter. It should be made clear that any views expressed are their own and do not necessarily reflect a formal position of the City of Kwinana Council.

Elected Members will not adversely reflect on a Council Decision.

## Comment during Public Consultation Period

- will refrain from making public comment expressing a personal opinion or prejudice a matter whilst the matter is being advertised for public comment and/or is yet to be considered and determined by Council;
- will clearly preface any of their remarks as being their own personal views and not those of Council or possibly be construed to be on behalf of Council; and
- will encourage members of the public to make a submission to the City.
- The Mayor and/or CEO may take appropriate action (including issuing a statement to the media) to correct any misinformation or erroneous information which is in the public arena.

## Defamation

Elected Members should acknowledge that:

- a) Comments by Elected Members at meetings of Council and/or committees, forums, working or advisory groups of the City are not covered from defamation action by absolute privilege.
- b) Elected Members should ensure that comments made are pertinent to the business of local government and they are not made maliciously or without due regard to whether they represent the truth.

# Other Statutory Reporting Mechanisms

## Corruption, Crime and Misconduct Act 2003

Elected Members and Committee Members must be aware of the *Corruption, Crime and Misconduct Act 2003* which requires the Principal Officer of an organisation (ie, the CEO) to report possible misconduct or corruption to the Commission.

Section 175 of the *Corruption, Crime and Misconduct Act 2003* provides that a person must not:

- a) threaten to prejudice the safety or career of any person;
- b) intimidate or harass, or threaten to intimidate or harass, any person; or
- c) do an act that is, or is likely to be, to the detriment of any person,

because the person mentioned in paragraph (a), (b) or (c), or someone else, gave evidence to, or helped, the Commission, the Public Sector Commissioner or the Parliamentary Inspector in the performance of their functions.

## Public Interest Disclosure Act 2003 ('Whistle Blower Legislation')

The *Public Interest Disclosure Act 2003* facilitates the reporting of public interest information and provides protection for those who report this information under that Act.

A public interest disclosure is a disclosure which is made by a person who discloses to the City's nominated Public Interest Disclosure Officer, information which tends to show that the City, or an employee or a contractor of the City, may be involved in activity which constitutes:

- improper conduct
- action which may constitute an offence under a written law
- substantial, unauthorised or irregular use of or mismanagement of public resources
- a substantial and specific risk of injury to public health, prejudice to public safety or harm to the environment; or
- a matter of administration which could be investigated by the Ombudsman.

A person who makes an appropriate disclosure of public interest information to the City's nominated Public Interest Disclosure Officer under section 5 of the *Public Interest Disclosure Act 2003*:

- a) incurs no civil or criminal liability for doing so;
- b) is not, for doing so, liable:
  - i. to any disciplinary action under a written law;
  - ii. to be dismissed;
  - iii. to have his or her services dispensed with or otherwise terminated; or
  - iv. for any breach of duty of secrecy or confidentiality or any other restriction on disclosure (whether or not imposed by a written law) applicable to the person.

A person who makes a false or misleading disclosure commits an offence and is liable to a significant fine or a term of imprisonment.

## **Implementation, Review and Compliance**

### **Implementation and Review**

- a) The original Code of Conduct was first adopted by the City on 28 November 1990 and is reviewed and amended as required by the *Act*.
- b) Council currently review the Code of Conduct after each ordinary election (i.e. every two years) and any amendments to the Code of Conduct will be subsequently communicated to Elected Members, Committee Members, employees and the community.

### **Adherence to the Code**

- a) Elected Members are required to make a declaration to comply with Council's Code of Conduct upon being sworn in.
- b) Any Elected Member and Committee Members 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, Council policies or local laws, should discuss those concerns with the CEO where such matters relate to Elected Members, Committee Members or the Mayor in the case of matters involving the CEO.
- c) In all matters, the subject of the complaint shall be treated in the strictest confidence until such time as an appropriate investigation has been undertaken.
- d) Any actions taken as a result of a breach will be made in accordance with the provisions of any applicable legislative requirement and the City's responsibilities as an employer.
- e) Serious and/or repeated breaches of the Code of Conduct will be reported to the Council or appropriate authority or relevant person for consideration and appropriate action, where necessary.

### **Protection of persons reporting unacceptable or illegal behavior**

The CEO is to ensure that Elected Members, Committee Members and employees who report unacceptable or illegal behaviour of Elected Members or employees (that is, whistleblowers) are not in any way disadvantaged or victimised because of their actions. The CEO's action is limited to matters for which he/she has responsibility and/or jurisdiction to act.

## **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 Councillor Wendy Cooper**

Councillor Wendy Cooper reported that she had attended the City of Kwinana Strategic Community Plan Session.

Councillor Cooper advised that she had attended the Southern Metropolitan Regional Council (SMRC) Stakeholders Meeting.

### **22.2 Councillor Sandra Lee**

Councillor Sandra Lee reported that she had attended the South West Group Environmental Forum meeting where feral bird species was discussed.

Councillor Lee advised that she had attended the City of Kwinana Strategic Community Plan Session where the plan for the future of the City of Kwinana was discussed.

Councillor Lee mentioned that she had attended the South Metropolitan Zone Meeting.

Councillor Lee reported that she had attended the City of Kwinana Citizenship Ceremony which was held at Medina Hall. Councillor Lee stated that it was lovely to welcome our new Australian Citizens.

### **22.3 Councillor Matthew Rowse**

Councillor Matthew Rowse reported that he had attended the 'Boola Marra' Advisory Group Meeting which included a presentation by Haylee Bullock from South Metro Health on the 'Smoke Free Kwinana Market Place Project' due to commence in the coming months and lasting one year.

## 22 REPORTS OF ELECTED MEMBERS

Councillor Rowse explained that the project aims to partner with the local Aboriginal community to:

- create a smoke free environment
- reduce smoking related harm
- reduce exposure to second hand smoke

Councillor Rowse advised that the current smoking rate for the City of Kwinana is 21.2% which is almost double the WA level and that the current smoking rate for the adult Aboriginal population in WA is 40%.

### 22.4 Councillor Dennis Wood

Councillor Dennis Wood reported that he had attended the Scouts WA 2021 Youth Awards Ceremony and that it was great to see so many young people doing so well.

Councillor Dennis Wood advised that he had attended the City of Kwinana Citizenship Ceremony.

## 23 Answers to questions which were taken on notice

Nil

## 24 Mayoral Announcements

Mayor Carol Adams passed on her deepest sympathy to the family and friends of former Councillor, Helen Cheeseman whom served between 1988 - 1991.

The Mayor reported that she had participated in the following media events:

- Announcement of Junior Bike Road Safety Track on Calista Oval  
\$350,000 pre-election commitment of Roger Cook MLA, Member for Kwinana.  
State government announcement to design and construct a junior bike road- safety track. First purpose built junior safety track in Perth which will include operational traffic controls signs with the aim of helping young children to learn about road safety in a controlled environment. A perfect project to build on our popular Youth and Children Precinct.
- Kwinana Swim School SAIL program (Specialised Access and Inclusion Lessons)  
Media with Royal Life Saving Society and Mr Reece Whitby, MLA for Baldivis.

The City has been running the SAIL program for over 10 years and helps children with intellectual, physical or behavioural impairment to learn to swim.

The children participate in 10 week terms and this is subsidised via the Uncle Toby's Swim My Way Grant which is ran through the Royal Life Saving Society.

Last term 76 children participated in this very popular program.

## **24 MAYORAL ANNOUNCEMENTS**

The Mayor advised that she had attended the following events and undertaken the following commitments:

- City of Kwinana Citizenship Ceremony, welcomed 26 new Australian Citizens
- Meeting with Kwinana Senior Citizens President and acting Secretary
- Tour of Bob Ridley's Motor Vehicle Museum with Roger Cook MLA, Chief Executive Officer (CEO) and Manager Economic Development and Advocacy
- Boola Maara Advisory Group Meeting
- South Metropolitan Zone Meeting
- KEYS Board Meeting
- Metropolitan Outer Joint Development Assessment Panel meeting
- Meeting with IGNITE WA (part of the Duke of Edinburgh Award Program)

## **25 Confidential items**

Nil

## **26 Close of meeting**

The Mayor declared the meeting closed at 5:48pm.