

Ordinary Council Meeting

13 April 2022

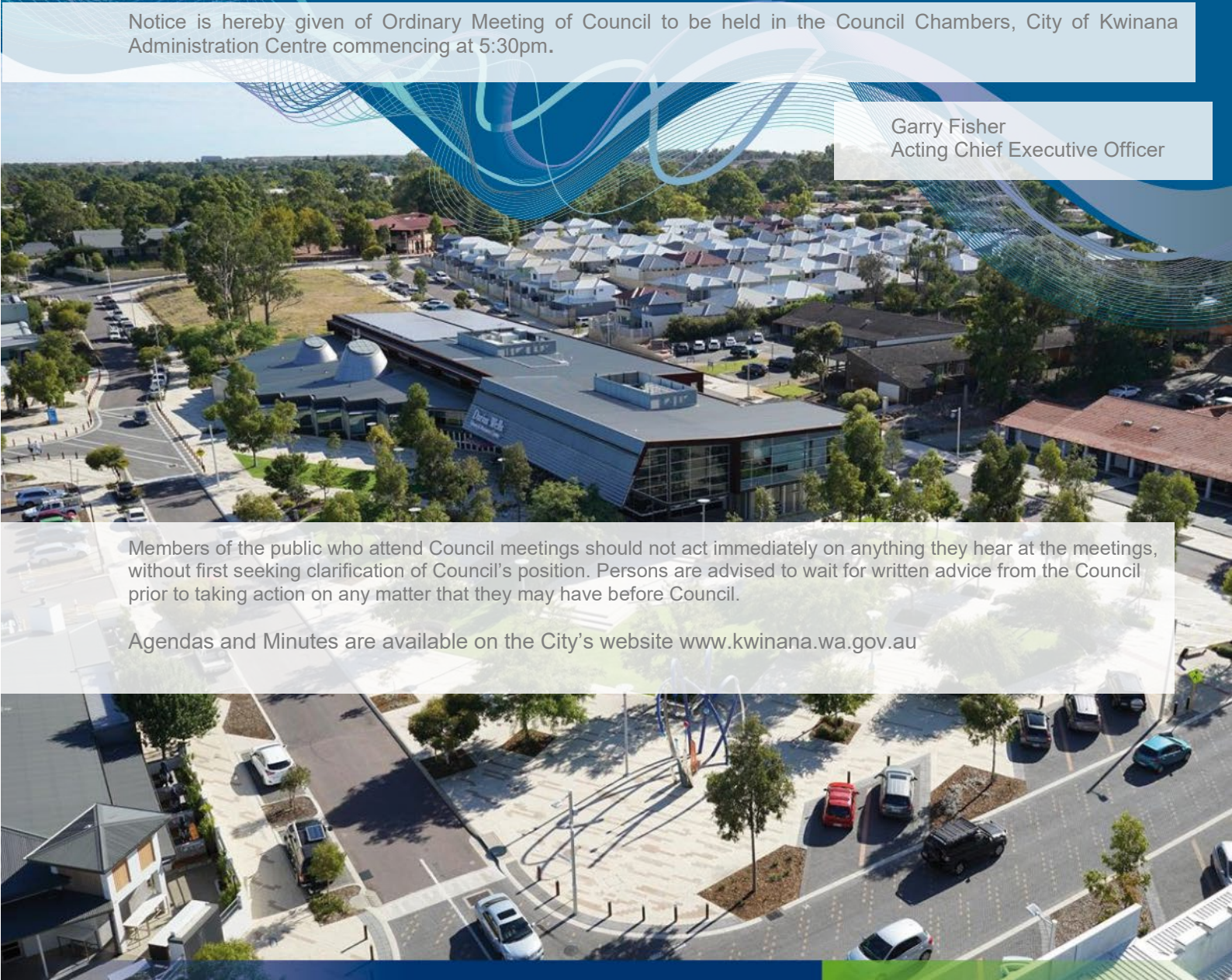
Agenda

Notice is hereby given of Ordinary Meeting of Council to be held in the Council Chambers, City of Kwinana Administration Centre commencing at 5:30pm.

Garry Fisher
Acting Chief Executive Officer

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



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1 OPENING AND ANNOUNCEMENT OF VISITORS

Presiding Member to declare the meeting open and welcome all in attendance.

Presiding Member to announce that the Ordinary Council Meeting is being live streamed and recorded in accordance with the City's Live streaming and Recording Council Meetings policy.

By being present at this meeting, members of the public consent to the City recording and livestreaming their image and/or voice.

2 WELCOME TO COUNTRY AND ACKNOWLEDGEMENT OF COUNTRY

Councillor Barry Winmar to present the Welcome to Country:

"Ngullak nyinniny kooralong koora ngullak noitj nidja noongar boodjar. Noongar moort djoorapiny nyinniny nidja ngulla quopadok noongar boodjar kooralong.

From the beginning of time to the end, this is Noongar Country. Noongar people have been graceful keepers of our nation for many, many years.

Ngalla djoorapiny maambart boodjar ngallak bala maambart quop ngalla koort djoorapiny nidja ngalla mia mia nyinniny noongar boodjar.

We respect the earth our mother and understand that we belong to her - she does not belong to us. In all her beauty, we find comfort, wellbeing, and life that creates a home for everyone that has become a keeper of Noongar Country.

Djinanginy katatjin djoorapiny nidja weern noongar boodjar ngalla mia mia boorda.

Look, listen, understand and embrace all the elements of Noongar Country that is forever our home.

Kaya wandju ngaany Barry Winmar Wadjuk Ballardong maaman ngaany koort djoorapiny noonook nidja Noongar boodjar daadjaling waankganiny noitj Noongar Boodjar.

Hello and welcome my name is Barry Winmar and I am a Whadjuk Ballardong man my heart is happy as we are gathered on Noongar country and speaking here on Noongar Country"

Presiding Member to 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 Sherilyn Wood to 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:

Leave(s) of Absence (previously approved):

5 PUBLIC QUESTION TIME

In accordance with the *Local Government Act 1995* and the *Local Government (Administration) Regulations 1996*, any person may during Public Question Time ask any question.

In accordance with Regulation 6 of the *Local Government (Administration) Regulations 1996*, the minimum time allowed for Public Question Time is 15 minutes.

A member of the public who raises a question during Question Time is to state his or her name and address.

Members of the public must provide their questions in writing prior to the commencement of the meeting. A public question time form must contain all questions to be asked and include contact details and the form must be completed in a legible form.

Please note that in accordance with Section 3.4(5) of the *City of Kwinana Standing Orders Local Law 2019* a maximum of two questions are permitted initially. An additional question will be allowed by the Presiding Member if time permits following the conclusion of all questions by members of the public.

6 RECEIVING OF PETITIONS, PRESENTATIONS AND DEPUTATIONS

6.1 PETITIONS

A petition must –

- be addressed to the Mayor;
- be made by electors of the district;
- state the request on each page of the petition;
- contain at least five names, addresses and signatures of electors making the request;
- contain a summary of the reasons for the request;
- state the name of the person to whom, and an address at which, notice to the petitioners can be given; and
- be respectful and temperate in its language and not contain language disrespectful to Council.

The only motion which shall be considered by the Council on the presentation of any petition are –

- that the petition be received;
- that the petition be rejected; or
- that the petition be received and a report prepared for Council.

6.2 PRESENTATIONS

In accordance with Clause 3.6 of the *Standing Orders Local Law 2019* a presentation is the acceptance of a gift, grant or an award by the Council on behalf of the local government or the community.

Prior approval must be sought by the Presiding Member prior to a presentation being made at a Council meeting.

Any person or group wishing to make a presentation to the Council shall advise the CEO in writing before 12 noon on the day of the meeting. Where the CEO receives a request in terms of the preceding clause the CEO shall refer it to the presiding member of the Council committee who shall determine whether the presentation should be received.

A presentation to Council is not to exceed a period of fifteen minutes, without the agreement of Council.

6.3 DEPUTATIONS

In accordance with Clause 3.7 of the *Standing Orders Local Law 2019*, any person or group of the public may, during the Deputations segment of the Agenda with the consent of the person presiding, speak on any matter before the Council or Committee provided that:

- the person has requested the right to do so in writing addressed to the Chief Executive Officer by noon on the day of the meeting.
- setting out the agenda item to which the deputation relates;
- whether the deputation is supporting or opposing the officer's or committee's recommendation; and
- include sufficient detail to enable a general understanding of the purpose of the deputation.

A deputation to Council is not to exceed a period of fifteen minutes, without the agreement of Council.

7 CONFIRMATION OF MINUTES

7.1 MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 23 MARCH 2022

RECOMMENDATION

That the Minutes of the Ordinary Council Meeting held on 23 March 2022 be confirmed as a true and correct record of the meeting.

8 DECLARATIONS OF INTEREST (FINANCIAL, PROXIMITY, IMPARTIALITY – BOTH REAL AND PERCEIVED) BY MEMBERS AND CITY OFFICERS

Section 5.65(1) of the *Local Government Act 1995* states:

A member who has an interest in any matter to be discussed at a council or committee meeting that will be attended by the member must disclose the nature of the interest —

in a written notice given to the CEO before the meeting; or
at the meeting immediately before the matter is discussed.

Section 5.66 of the *Local Government Act 1995* states:

If a member has disclosed an interest in a written notice given to the CEO before a meeting then —

before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and
at the meeting the person presiding is to bring the notice and its contents to the attention of the persons present immediately before the matters to which the disclosure relates are discussed.

9 REQUESTS FOR LEAVE OF ABSENCE

10 ITEMS BROUGHT FORWARD FOR THE CONVENIENCE OF THOSE IN THE PUBLIC GALLERY

11 ANY BUSINESS LEFT OVER FROM PREVIOUS MEETING

12 RECOMMENDATIONS OF COMMITTEES

**12.1 CHIEF EXECUTIVE OFFICER PERFORMANCE AND RENUMERATION REVIEW
2021/22 - APPOINTMENT OF APPRAISAL AGENT AND SCHEDULE OF REVIEW**

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

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

13 ENBLOC REPORTS

14 REPORTS – COMMUNITY

14.1 DISABILITY ACCESS AND INCLUSION PLAN 2022-2027

SUMMARY

This report seeks Council adoption of the City of Kwinana Disability Access and Inclusion Plan 2022-2026 (DAIP).

The DAIP is a five-year plan that seeks to address issues and provide opportunities related to access and inclusion for people with disability, their family and carers. It also ensures that the City is meeting all legislative requirements.

Under the Disability Services Act 1993 (Amended 2004) all Local Governments are required to develop and implement a Disability Access and Inclusion Plan (DAIP) to ensure that people with disabilities have equal access to its facilities and services.

OFFICER RECOMMENDATION

That Council adopts the *Disability Access and Inclusion Plan 2022 – 2027* as detailed in Attachment A.

DISCUSSION

The City of Kwinana adopted its first Disability Service Plan in 1995. Since then the City has delivered many improvements to help ensure all people have access to, and are included in, the City's services, facilities, programs and events.

The City is committed to looking at ways to remove barriers to access and inclusion that may restrict a person's abilities. The City is committed to actively promoting environments and services in which all people are valued and have the choices to live their best lives.

Disability Access and Inclusion Plan Outcome Areas

As a requirement of the DAIP the City must address seven "Outcome Areas". These Outcome Areas are set by the Department of Communities. Minor changes are permitted as long as the intent of the Outcome Area is maintained. The seven Outcome Areas below are largely identical to those in the previous DAIP. Some minor changes to the language used have been made in consultation with the Department.

In addition, the City has included an eighth outcome area addressing capacity building and advocacy:

1. People with disability have the same opportunities as other people to access City services and events;
2. People with disability have the same opportunities as other people to access City buildings and other facilities;
3. People with disability receive information in a format that will enable them to access the information, as readily as other people are able to access it;
4. People with disability receive the same level and quality of service from City staff as other people receive;
5. People with disability have the same opportunities as other people to provide feedback to the City;
6. People with disability have the same opportunities as other people to participate in any public consultation;

7. People with disability have the same opportunities as other people to obtain and maintain employment within the City; and
8. The City will build community capacity and advocate for the inclusion of all people including those with disability.

Disability Access and Inclusion Plan Actions

The actions within the current DAIP reflect a shift in framing from operational to strategic compared to the previous DAIP. The previous DAIP's addressed a number of immediate and specific improvements to the City's approach. As these improvements have been made it provides an opportunity to deliver actions which lift the City's practice overall. However, the guiding Outcome Areas remain the same.

Specific tasks or projects addressing the Outcome Areas and Actions will be developed in collaboration with the relevant officers, including the Disability Reference Group (both key officers, as well as community members). There is no overall priority Outcome Area or Action, instead the focus is on improving or implementing the City's policies, systems, and processes to support the DAIP.

Both the Actions and the Outcome areas have been reviewed by the Department of Communities.

STRATEGIC IMPLICATIONS

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

Strategic Community Plan			
Outcome	Strategic Objective	Action in CBP (if applicable)	How does this proposal achieve the outcomes and strategic objectives?
4 – A unique, vibrant and healthy City that is safe, connected and socially diverse	4.3 – Enhance opportunities for community to meet, socialise, recreate and build local connections	4.3.3 – Implement the Disability Access and Inclusion Plan	The DAIP is the core document required to meet this objective. It will also inform the proposed Access and Inclusion Action Plan.

SOCIAL IMPLICATIONS

This proposal will support the achievement of the following social outcome/s, objective/s and strategic priorities detailed in the Social Strategy.

Social Strategy			
Social Outcome	Objective	Strategic Priority	How does this proposal achieve the social outcomes, objectives and strategic priorities?
2 – Connected and Inclusive	2.0 – Equitable and inclusive social connection and engagement with community life	<p>2.1 – Facilitate improved stakeholder relationships and networks to enhance coordination and collaboration</p> <p>2.2 – Plan for open and accessible community spaces when developing suitable facilities to facilitate community interaction</p> <p>2.5 – Support and deliver programs that promote awareness of diversity and the importance of inclusivity, tolerance and harmony</p> <p>2.7 – Promote and provide opportunities for civic participation in</p>	The Disability Access and Inclusion Plan Outcome Areas, and action plan directly relate to addressing these priorities.

		leadership, engagement and decision making 2.9 – Demonstrate organisational leadership and best practice in inclusion and diversity including meeting all requirements under relevant Acts and regulations	
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LEGAL/POLICY IMPLICATIONS

The DAIP responds to the City's responsibilities under the:

- *Disability Services Act 1993 (Amended 2004)*, Part 5 - Disability access and inclusion plan by public authorities (states that each local authority must have a Disability Access and Inclusion plan);
- *The Western Australian Equal Opportunity Act (1984)* and the *Commonwealth Disability Discrimination Act (1992)*; and
- The City's *Policy – Access and Equity*
-

FINANCIAL/BUDGET IMPLICATIONS

The Disability Access and Inclusion Plan relates to all Directorates across the City. A budget allocation exists within each Directorate to implement key strategies, as required. Additional financial resources required to implement the DAIP are considered as part of the Long-Term Financial Plan and Annual Budget deliberation processes.

ASSET MANAGEMENT IMPLICATIONS

All new City assets are required to comply with the DAIP. Existing assets have been refurbished to meet requirements where practicable, with plans created to prioritise the modification / retrofitting of assets as part of an integrated improvement program.

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

Current and future landscaping and other environmental designs are required to comply with the DAIP.

COMMUNITY ENGAGEMENT

The Disability Service Act 1993 (Amended 2004) sets out the minimum consultation requirements for public authorities in relation to DAIP's. Local Governments must call for submissions (either general or specific) by notice of newspaper, circulating in the local district of the Local Government, and on any website maintained by, or on behalf of, the Local Government. The City exceeded these requirements and took additional measures to gain community feedback.

The DAIP was open for consultation from 9 March 2021 to 23 April 2021 and advertised through:

- The community newspaper;
- The City's website, online engagement hub, and social media;
- 'The Spirit' Newsletter;
- The community engagement stakeholder list (engagement network);
- Mandurah Kwinana Rockingham Access and Inclusion Network (MKRAIN);
- City networking groups; and
- Local schools and education support centres.

Significant community engagement took place to support the development of the DAIP including:

- **Online and hardcopy survey.** Requests for community members to participate in the surveys were advertised through newspaper articles, Facebook, email and by face to face networking with community groups. An online option was provided through the City's 'Love My Kwinana' online engagement portal.
- **Face to face discussions with staff responsible for actions within the DAIP,** to identify what had been working in their respective areas, what achievements had been made and what ongoing actions could be included in the revised DAIP.
- **Workshops with community and service providers**

Development of the DAIP also took into consideration previous community consultations; including feedback provided during the City's recent Strategic Community Plan engagement, and the City's Social Strategy workshops.

Support was offered to complete surveys via phone, or attendance at the City Admin Building. The City also ran a series of internal engagements to highlight and identify meaningful strategies that could be met by the organisation.

Outcomes from the engagement are further detailed in the DAIP.

Following endorsement of the Disability Access and Inclusion Plan by Council and Disability Services, the plan will be promoted to the community by the following methods:

- Advertising in the local paper, and City website (both are a requirement of Disability Services)
- Spirit Newsletter
- Stakeholders (MKRAIN)

ATTACHMENTS

A. Draft - Disability Access and Inclusion Plan 2022-2027

City of Kwinana Disability Access and Inclusion Plan 2022 - 2027

Alternate Formats

This Disability Access and Inclusion Plan is available in alternative formats upon request and includes:

- In electronic format;
- Email;
- Hard copy;
- Both large and standard print;
- In audio; and
- On the City's website www.kwinana.wa.gov.au/daip.

Please contact Customer Service on (08) 9439 0200 to request.

Translating Services

The City can provide access to our services for non-English speaking residents.

Interpreting and translating services are available via the Translating and Interpreting Service (TIS). The service provides language interpreting in 160 languages.

To use this service, please phone TIS on 13 14 50 or ask a City of Kwinana staff member for assistance.

The National Relay Service (NRS)

The NRS can contact the City of Kwinana on your behalf:

- TTY/voice calls 133 677
- Speak and Listen 1300 555 727
- SMS relay 0423 677 767

Acknowledgement of Country

City of Kwinana acknowledges the Traditional Custodians of the land on which we live, work and play, the Nyoongar people. We recognise their connection to the land and local

waterways, their resilience and commitment to community and pay our respect to Elders past and present.

Thank You

The City would also like to acknowledge and thank all individuals, community groups, and organisations who have provided input and feedback. Your help has been instrumental in the development of this Disability Access and Inclusion Plan.

What is Disability, Access, and Inclusion?

Disability

A disability is any continuing condition that restricts everyday activities. The Disability Services Act 1993 defines disability as being:

- Attributed to an intellectual, psychiatric, cognitive, neurological, sensory or physical impairment or a combination of those impairments;
- Permanent, or likely to be permanent;
- May or may not be of an episodic nature; and/or
- Results in substantially reduced capacity of the person for communication, social interaction, learning or mobility and a need for continuing support services.

Access

Access in this context refers to an individual's physical ability to get to, into, and around facilities and services. Access is created by removing structural barriers and including mechanisms to enable structural access.

Inclusion

Inclusion in this context refers to an individual's ability to participate as fully as possible in programs and services provided by organisations in an integrated and holistic manner that does not ostracise, embarrass, or humiliate an individual.

Discrimination

Discrimination is defined as treating people with a disability less favorably than people without a disability would be treated under the same circumstances.

Introduction

Disability Access and Inclusion Plan's (DAIP) assist public authorities to plan and implement improvements to access and inclusion across seven outcome areas addressing:

- Services and events
- Buildings and facilities
- Information
- Quality of service
- Complaints
- Consultation processes
- Employment.

In addition, the City has included an eighth outcome area addressing capacity building and advocacy.

These plans help ensure all people have access to, and are included in, the City's services, facilities, and events, and benefit people with disability, the elderly, young parents and people from culturally and linguistically diverse backgrounds.

The development of the Disability Access and Inclusion Plan is guided by the *Disability Services Act 1993 (Amended 2004)*. The Act requires all Local Governments to develop and implement a Disability Access and Inclusion Plan. This helps ensure that people with disability have equal access to facilities, services, and employment opportunities.

Other legislation underpinning access and inclusion includes the *Equal Opportunity Act 1984 (WA)* and the *Disability Discrimination Act 1992*. Both of which ensure discrimination on the basis of a person's disability is unlawful.

Our Approach

The City recognises the social model of disability. We are committed to looking at ways to remove barriers to access and inclusion that may restrict a person's abilities. The City is committed to actively promoting environments and services in which all people are valued and have the choices to live their best lives.

This DAIP outlines the City's key strategies to address each of the outcome areas of the Disability Access and Inclusion Plan:

1. People with disability have the same opportunities as other people to access City services and events;
2. People with disability have the same opportunities as other people to access City buildings and other facilities;
3. People with disability receive information in a format that will enable them to access the information, as readily as other people are able to access it;
4. People with disability receive the same level and quality of service from City staff as other people receive;
5. People with disability have the same opportunities as other people to provide feedback to the City;
6. People with disability have the same opportunities as other people to participate in any public consultation;
7. People with disability have the same opportunities as other people to obtain and maintain employment with the City; and
8. The City will build community capacity and advocate for the inclusion of all people including those with disability.

About the City of Kwinana

The City of Kwinana is the second fastest growing local government area in the State. To prepare for a near doubling of the City's population over the next thirty years the City is planning for the provision of shops, schools, parks, playgrounds, and community buildings. To support our larger population the City is also working with industry and the State Government to grow employment opportunities in the area and ensure the availability of key services, including medical practitioners, while striving for sustainability and protection of the environment.

The City of Kwinana is responsible for a range of functions, facilities and services including:

- Property and environment

- Community
- Regulatory services
- General administration.

You can find out more about the City's functions and services by visiting the [City of Kwinana website \(www.kwinana.wa.gov.au\)](http://www.kwinana.wa.gov.au).

Access and Equity Policy

The City of Kwinana aims to maintain and improve the quality of life of its residents by creating an accessible community in which information, services, facilities, programs, decision-making processes, and other activities are open and available to all residents in an effort to provide equal opportunities, rights and responsibilities, and the equitable distribution of resources according to need.

To view the full policy please see:

<https://www.kwinana.wa.gov.au/council/documents,-publications-and-forms/policies>

Links to Strategic Community Plan

The City's *Strategic Community Plan* (SCP) outlines the vision, aspirations and objectives of the community over the next ten years. It's a strategic roadmap of where the community want to go and what it will look like when we get there. From the SCP we develop our strategies, like the Social Strategy. These identify detailed priorities within focus areas.

The DAIP sits as one of the City's action plans. These have specific actions to address the priorities in our strategies and Strategic Community Plan. Implementing the DAIP will help the City to deliver the vision outlined in our Strategic Community Plan 2021 - 2025 and compliments the City's Social Strategy and associated action plans.



Community and Stakeholder Engagement

The DAIP was open for consultation from 9 March 2021 to 23 April 2021 and advertised through:

- The community newspaper;
- The City's website, online engagement hub, and social media;
- 'The Spirt' Newsletter;
- The community engagement stakeholder list (engagement network);
- Mandurah Kwinana Rockingham Access and Inclusion Network (MKRAIN);
- City networking groups; and
- Local schools and education support centres.

Feedback could be provided by attending one of three community workshop or via electronic or hard copy surveys, as well as the City's 'Love My Kwinana' online engagement platform. Support was offered to complete surveys via phone, or attendance at the City Admin Building. The City also ran a series of internal engagements to highlight and identify meaningful strategies that could be met by the organisation.

Development of the Disability Access and Inclusion Plan also took into consideration previous community consultations; including feedback provided during the City's Strategic Community Plan engagement, and the City's Social Strategy workshops.

What you told us

The consultation identified the City has made many notable advancements in the areas of access and inclusion, but there were also areas for improvement:

- Collaborate with other organisations to facilitate and advocate for events and activities that are accessible and inclusive;
- Better promote and advertise mainstream services, activities, and events that are accessible and inclusive of people with disabilities;
- The need for more ACROD parking in high density areas;
- Upgrade facilities, parking areas, footpaths, and curbs in older areas;

- Ensure appropriate signage at City facilities and recreation areas e.g. plain language, bigger text and pictures;
- Ensure information is provided in multiple formats and provide easy read communications that the whole community can understand;
- Address any stigma within community and the organisation and provide disability awareness training to staff;
- Build greater awareness within the disability community of the City's complaints process and encourage feedback;
- Build awareness of engagement opportunities and create consultation methods that are fully accessible and inclusive;
- Build stronger relationships with stakeholders and ensure targeted consultation includes people with a disability;
- Create a more inclusive employment application process by removing stigma, and create awareness of the benefits of employing a person with disabilities, and create job opportunities that are tailored to people with disabilities.

This feedback, and that from the Social Strategy and Strategic Community Plan, directly informed and helped to shape the strategies found below.

Key achievements

Outcome Area 1 – Services and Events

"We have been at the Kwinana Recquatic Swim school for 7 years now and have all 3 kids enrolled in the swimming program. Our experience has been nothing but positive, the Staff have always gone above and beyond to meet each child's individual needs. My daughter Ruby is 8 years old, is legally blind, with an intellectual disability."

"Ruby is in the SAIL program, the instructors have helped her to become confident in the water, improve muscle development and for her to generally have so much fun on every lesson that she doesn't want to leave. Staff have always worked with our therapist to find new ways to encourage her and communicate. We couldn't be happier with the service and our experience, we thank the team so much."

Outcome Area 2 – Buildings and Facilities

The City's *Parks for People* project is part of the City's parks upgrade strategy and is incorporated into the City's long-term financial plan. Accessibility is always considered throughout the development and completion of these upgrades. Morrit Park in Parmelia and Harrison Park in Calista were selected in 2019 - 2020. City staff consulted internally, and with community members living locally to these areas. The engagement included identifying areas to improve accessibility. The upgrades to Morrit Park (Parmelia) and Harrison Park (Calista) have now been completed. Accessible picnic setting, paths and ramps were included in the park upgrades allowing greater access for people with disabilities.

Outcome Area 3 - Information

The City launched its new website in late 2020. It has been developed in line with the Web Content Accessibility Guideline (WCAG) 2.0 AA standards. Aligned with the launch of the new site several City officers were provided with document optimisation and accessibility training. This training teaches staff how to create and set up documents in word and PDF that make certain they can be easily read by assistive technology such as screen readers. This ensures that documents uploaded to the City's website are accessible to people who may be blind, illiterate and/or have learning disabilities. These standards have been incorporated into the City's Style Guide.

Outcome Area 4 – Quality of Service

The City has continued to provide training to employees to ensure the best customer service for all community members. In line with the City's *Customer Experience Improvement Strategy* staff are provided with training to support a high level of quality of service. In addition to this, and where identified staff have access to additional training to support their roles and to improve the customer experience. Staff are also provided with information pertaining to the City's DAIP during the initial HR inductions.

Outcome Area 5 – Complaints and Feedback

"My name is Dario, I live in the City of Kwinana and enjoy daily walks throughout the local bush lands and reserves. I have an acquired brain injury and find myself fatigued while walking the trails. I submitted feedback through the City's general enquires, feedback and complaints portal suggesting that the City install a couple of bench seats along the trail. Staff

accompanied me on one of my daily walks to gain a better understanding of my experience, City staff were very helpful and responsive to my needs they installed two new bench seats. These seats make a huge difference to people such as myself, and sitting amongst the bushland upon the route throughout the estate is very enjoyable, as well as providing me with a much-needed rest stop."

Outcome Area 6 – Public Consultation

The Mandurah, Kwinana & Rockingham Access and Inclusion Network (MKRain) is an example of effective collaboration between neighbouring local governments. The network brings together stakeholders working across all three local government areas to support people with disability and their families. MKRain came about through a meeting between the Access and Inclusion Officers at each of the respective local governments who identified that many organisations are supporting people and families across a broader region that is not confined by local government boundaries.

MKRain provides a valuable avenue for service providers to access relevant and timely information to share with people with disability and their support networks. The network also supports engagement of key stakeholders in consultation processes implemented by each of the local authorities, while also providing a platform to promote networking and collaboration between community organisations. A Terms of Reference is in place to support the ongoing operations and sustainability of the network.

Outcome Area 7 - Employment

The City has taken part in AccessAbility Day - an Australian Government initiative that encourages employers to connect with jobseekers who have disabilities (participants). This initiative offers awareness for both employees and employers to see the potential of people with disability being included in the workplace. This allowed the City to explore the concept of employing a jobseeker with disabilities, while also providing an opportunity for participants to gain an insight into the particular job or type of work they are interested in.

The City worked in partnership with Disability Employment Service Provider Matchworks and hosted a young lady in the library for a day. This experience gave staff greater insight into the needs and capabilities of people with disabilities, and actively promoted a culture of inclusion in the workplace.

Review and Reporting

The Disability Services Act requires the DAIP be reviewed at least every five years. Whenever the Plan is amended a copy must be lodged with Disability Services. The Plan can be updated more frequently if desired. The next review of the City of Kwinana's DAIP will take place prior to March 2027. However, specific actions outlined in the implementation plan will be reviewed annually by the City's Disability Reference Group.

The Community Engagement team will have responsibility for review of the DAIP and will collect data from senior staff and provide information on inclusion in the City of Kwinana Annual Report and to the Department of Communities.

The report will outline:

- Progress towards the desired outcomes of the Disability Access and Inclusion Plan;
- Progress of the City's agents and contractors towards meeting the eight desired outcomes; and
- The strategies used to inform agents and contractors of the Disability Access and Inclusion Plan

Disability Access and Inclusion Plan

Outcome 1: Services and Events	
Strategy	
1.1	Maximise physical accessibility and social inclusivity.
1.2	Facilitate, support, and promote a diverse range of services, events and activities that meet the needs of the community.
Outcome 2: Building and Facilities	
Strategy	
2.1	Ensure that all new City infrastructure and re-development works are designed to enhance opportunities for access and inclusion.
2.2	Ensure the location, quantity and quality of footpaths and ACROD parking, are accessible and meet the needs of the community.
2.3	Ensure that tender and contract documentation include the Disability Access and Inclusion Plan and that contractor requirements are met as per legislative requirements.
Outcome 3: Information	
Strategy	
3.1	Provide information in alternative formats on request.
3.2	Use diverse informing methods to improve community awareness of programs, events services infrastructure and information available.
Outcome 4: Quality of Service	
Strategy	
4.1	Provide training and resources to City Staff so they have the knowledge, skills, and confidence to deliver quality service to all individuals and organisations.
Outcome area 5 Complaints and feedback	
Strategy	

5.1	Ensure that complaints and feedback methods are promoted effectively and are accessible for people with disability.
5.2	Ensure that complaints and feedback are responded to as per the City's complaint and feedback process.
Outcome area 6	
Public Consultation	
Strategy	
6.1	Facilitate opportunities to build and maintain relationships with community and key stakeholders that can guide and support the work of the City.
6.2	Provide opportunities for people of different abilities and their advocates to engage in public consultation using a variety of tools and methods.
Outcome area 7	
Employment	
Strategy	
7.1	Employ people at the City of Kwinana that reflect our diverse community.
7.2	Foster a workplace culture that is inclusive and welcoming for people of different abilities and backgrounds.
Outcome area 8	
Capacity Building	
Strategy	
8.1	Support residents to access information regarding services including the National Disability Insurance Scheme and Mental Health supports.
8.2	Work with local businesses, services, and organisations to enhance accessibility of facilities, including parking and pathways.
8.3	Support local groups, clubs, and organisations to Increase their capacity to be more inclusive.

15 REPORTS – ECONOMIC**15.1 CHARITABLE RATE EXEMPTION - VICTORY KWINANA INC. / DAUGHTERS OF DESTINY INC.****SUMMARY**

An application for a charitable rate exemption as contained in Attachment A has been received by the City and assessed under the section 6.26 of the *Local Government Act 1995*.

OFFICER RECOMMENDATION

That Council pursuant to section 6.26 of the Local Government Act 1995 grant a rate exemption to Victory Kwinana Inc. / Daughters of Destiny Inc. for assessment 5857.

DISCUSSION

Under section 6.26(2)(g) of the *Local Government Act 1995*, an organisation may apply for a Charitable Rate Exemption for land used exclusively for charitable purposes.

The land use for which the charitable organisation is applying for an exemption under section 6.26(2)(g) of the *Local Government Act 1995* must be for the exclusive use for charitable purposes as defined in section 12 of the *Charities Act 2013* and these include:

- (a) the purpose of advancing health;
 - (b) the purpose of advancing education;
 - (c) the purpose of advancing social or public welfare;
 - (d) the purpose of advancing religion;
 - (e) the purpose of advancing culture;
 - (f) the purpose of promoting reconciliation, mutual respect and tolerance between groups of individuals that are in Australia;
 - (g) the purpose of promoting or protecting human rights;
 - (h) the purpose of advancing the security or safety of Australia or the Australian public;
 - (i) the purpose of preventing or relieving the suffering of animals;
 - (j) the purpose of advancing the natural environment; or
 - (k) any other purpose beneficial to the general public that may reasonably be regarded as analogous to, or within the spirit of, any of the purposes mentioned in paragraphs (a) to (j);
- and must not be a disqualifying purpose under the meaning given by section 11 of the *Charities Act 2013*.

Council has received an application from Victory Kwinana Inc. / Daughters of Destiny Inc. (applicant) for the property at Unit 3, 1 Sutherland Parade, Parmelia.

The applicant leases the property under application and are responsible for paying the rates on the property. Victory Kwinana Inc. / Daughters of Destiny Inc. is a small-scale charity that was established in 2015. Their main activities include worship services, prayer meetings, bible studies and helping the poor and needy in the community. Attachment A contains supporting documentation for their application.

Victory Kwinana Inc. / Daughters of Destiny Inc. has applied to Council to request an exemption under section 6.26(2)(d) and (g) of the *Local Government Act 1995* which states that land is not rateable if it is used exclusively as a place of worship or for charitable purposes. The applicant is a recognised charitable organisation and is using the property as a place of worship.

Victory Kwinana Inc. / Daughters of Destiny Inc. is therefore eligible under the Charitable Rate Exemption Policy and it is recommended that the charitable rate exemption be granted for this property.

STRATEGIC IMPLICATIONS

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

SOCIAL IMPLICATIONS

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

LEGAL/POLICY IMPLICATIONS

For the purpose of Councillors considering a financial or impartiality interest only, the proponent/owner is Victory Kwinana Inc. / Daughters of Destiny Inc.

Local Government Act 1995 section 6.26 states:

6.26. Rateable land

- (1) *Except as provided in this section all land within a district is rateable land.*
- (2) *The following land is not rateable land —*
 - (a) *land which is the property of the Crown and —*
 - (i) *is being used or held for a public purpose; or*
 - (ii) *is unoccupied, except —*
 - (I) *where any person is, under paragraph (e) of the definition of **owner** in section 1.4, the owner of the land other than by reason of that person being the holder of a prospecting licence held under the Mining Act 1978 in respect of land the area of which does not exceed 10 ha or a miscellaneous licence held under that Act; or*
 - (II) *where and to the extent and manner in which a person mentioned in paragraph (f) of the definition of **owner** in section 1.4 occupies or makes use of the land;*
 - and
 - (b) *land in the district of a local government while it is owned by the local government and is used for the purposes of that local government other than for purposes of a trading undertaking (as that term is defined in and for the purpose of section 3.59) of the local government; and*
 - (c) *land in a district while it is owned by a regional local government and is used for the purposes of that regional local government other than for the purposes of a trading undertaking (as that term is defined in and for the purpose of section 3.59) of the regional local government; and*
 - (d) *land used or held exclusively by a religious body as a place of public worship or in relation to that worship, a place of residence of a minister of religion, a convent, nunnery or monastery, or occupied exclusively by a religious brotherhood or sisterhood; and*
 - (e) *land used exclusively by a religious body as a school for the religious instruction of children; and*
 - (f) *land used exclusively as a non-government school within the meaning of the School Education Act 1999; and*

- (g) land used exclusively for charitable purposes; and*
 - (h) land vested in trustees for agricultural or horticultural show purposes; and*
 - (i) land owned by Co-operative Bulk Handling Limited or leased from the Crown or a statutory authority (within the meaning of that term in the Financial Management Act 2006) by that co-operative and used solely for the storage of grain where that co-operative has agreed in writing to make a contribution to the local government; and*
 - (j) land which is exempt from rates under any other written law; and*
 - (k) land which is declared by the Minister to be exempt from rates.*
- (3) *If Co-operative Bulk Handling Limited and the relevant local government cannot reach an agreement under subsection (2)(i) either that co-operative or the local government may refer the matter to the Minister for determination of the terms of the agreement and the decision of the Minister is final.*
- (4) *The Minister may from time to time, under subsection (2)(k), declare that any land or part of any land is exempt from rates and by subsequent declaration cancel or vary the declaration.*
- (5) *Notice of any declaration made under subsection (4) is to be published in the Gazette.*
- (6) *Land does not cease to be used exclusively for a purpose mentioned in subsection (2) merely because it is used occasionally for another purpose which is of a charitable, benevolent, religious or public nature.*

FINANCIAL/BUDGET IMPLICATIONS

Victory Kwinana Inc. applied for a retrospective change of use for the property on 1 May 2020. The rate exemption will be applied from that date and amounts to \$10,959.67. Rates levied for the 2021/2022 financial year is \$5,113.68. Therefore, the cost of granting this rates exemption is \$10,959.67 for this financial year plus rates revenue of approximately \$5,113.68 for every subsequent year that the organisation is deemed religious/charitable and uses this property exclusively for those purposes.

Properties are reviewed every two years to ensure the property remains eligible for the rates exemption.

ASSET MANAGEMENT IMPLICATIONS

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

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

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

COMMUNITY ENGAGEMENT

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

ATTACHMENTS

A. ATTACHMENT A

This form must be saved to your computer before completing. Forms completed in a web browser may not save correctly and your application could be lost. Please open and complete this form using Adobe Reader, which can be downloaded for free [here](#).



APPLICATION FOR RATES EXEMPTION

This application form is to be used in conjunction with Council's Policy – Charitable Rate Exemptions by those organisations seeking rates exemption under Section 6.26(2)(g) of the Local Government Act 1995.

All sections of the form must be completed and all additional documentation attached as requested. Failure to do so may result in the rejection of your application. A formal written response will be issued once the application has been processed. All rates must be paid in full until such time as a decision has been reached. All balances outstanding will accrue penalty interest of 7%.

1. Property owner details

- a) Rates assessment number: 5857
- b) Property owners name(s): Vu Le & Thi Ban Le
- c) Property address: U3/1 Sutherland Parade, Parmelia 6167
- d) Owners postal address: 8 Goodwood Way Cannington 6155
- e) Owners phone number: Anita - 0413602215 / 0411358998
- f) Owners e-mail address: aong81@gmail.com / anitaong3@gmail.com

2. Rates exemption applicant details

- a) Name of organisation: Victory Kwinana Inc / Daughters of Destiny Inc
- b) Contact person: Nicole O'Dea (Pastor)
- c) Position: Pastor
- d) Postal address: 16 Anglessey Drive, Kardinya 6163
- e) Phone number: 0449 813 353
- f) E-mail address: nicobodea44@gmail.com
- g) Is the organisation the owner of the property? ☐ Yes ☒ No
Does the organisation lease the property? ☒ Yes ☐ No
- h) If 'yes', please provide a copy of the lease agreement showing that the lessee is responsible for the payment of rates.
Does the organisation occupy the whole of the building? ☒ Yes ☐ No
- i) If 'yes', please attach tax exemption certificates. Shop 3

- d) Please attach a copy of the organisation's constitution. ☐ Yes ☐ No
- Does the organisation receive income from the operations located at the property address? ☐ Yes ☒ No
- e) *non-for-profit.*
If 'yes', please attach a detailed statement listing the type of operations and a break-down of income received from these operations.
- Are commercial activities being conducted at the property address? ☐ Yes ☒ No
- f) If 'yes', please attach a detailed statement of any commercial activities carried out at the property address.
- Does the organisation make a profit which is not used for charitable purposes from its operations? ☐ Yes ☒ No
- g) If 'yes', please attach a detailed statement of how profit is utilised or distributed by the organisation.
- h) Please attach a copy of two years audited financial statements. ☐

3. Checklist for document attachments

- a) Copy of the lease if property is leased ☐
- b) Building floor plans detailing leased areas ☒
- c) Certification of incorporation ☒
- d) Certificate of tax exemption certification from the ATO ☒
- e) Copy of the organisation constitution ☒
- f) Copies of two years audited financial statements ☒
- A statement detailing the nature of the organisation operations ☒
- g) *This statement is to include the type of operations, any income received from these operations, details of any commercial activities and how profit is utilized and distributed by the company.*
- h) Please include any other details that may assist with the approval of your application. ☒

DISABLED
TOILET FOR
PRIVATE USE
OF SHOP 3




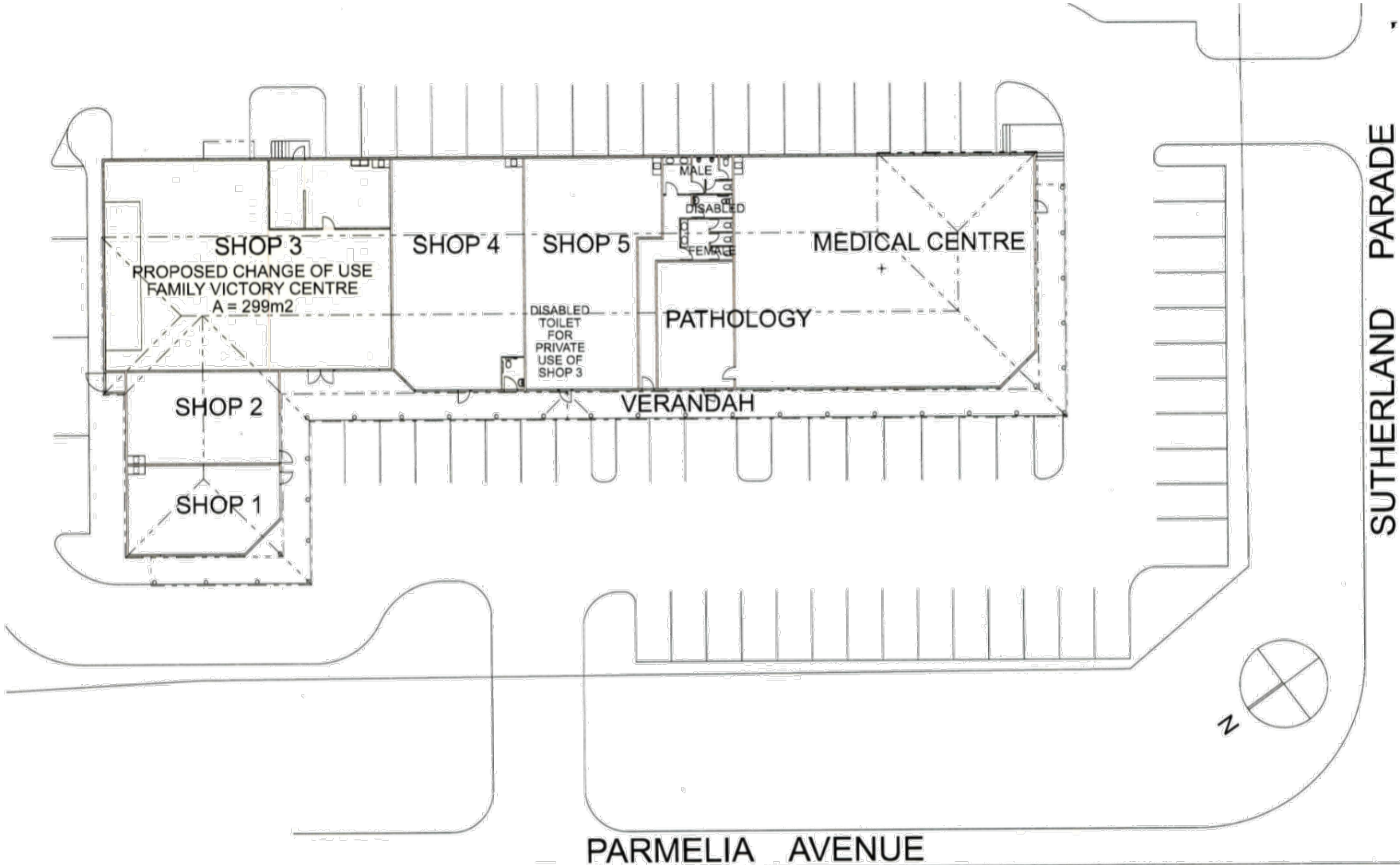
LOCATION & SITE PLAN


SHOP 3
PROPOSED CHANGE OF USE
VICTORY FAMILY CENTRE
A =299m2

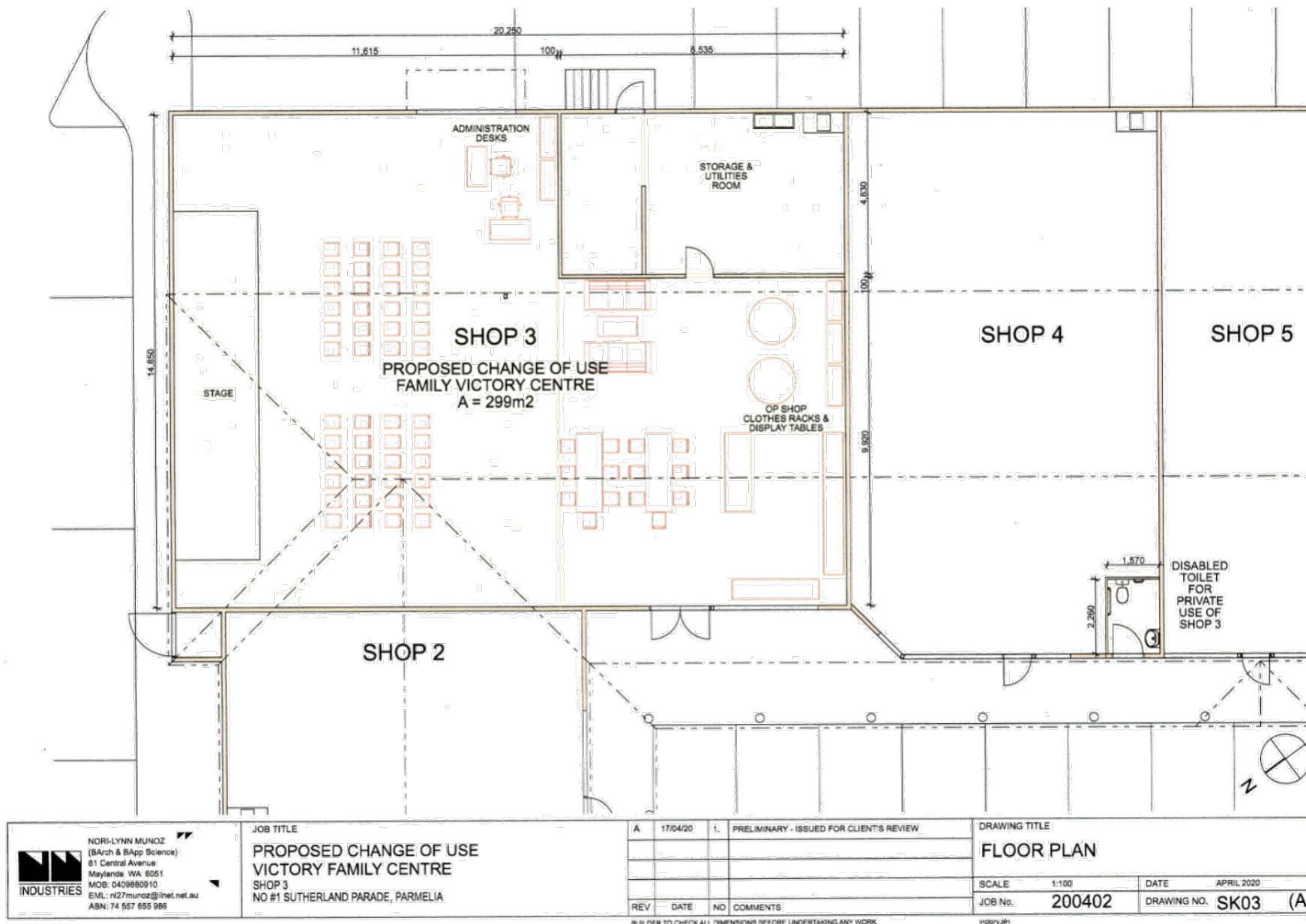


SHOP 3
FRONT ELEVATION VIEW

 <div>NORI-LYNN MUNOZ (BArch & BApp Science) 61 Central Avenue Maylands WA 6051 MOB: 0409880910 EML: n27munoz@inet.net.au ABN: 74 557 855 988</div>	JOB TITLE PROPOSED CHANGE OF USE VICTORY FAMILY CENTRE SHOP 3 NO #1 SUTHERLAND PARADE, PARMELIA	A: 17/04/20		1: PRELIMINARY - ISSUED FOR CLIENT'S REVIEW		DRAWING TITLE LOCATION & SITE PLAN FRONT ELEVATION VIEW	
						SCALE 1:1000	DATE APRIL 2020
						JOB No.: 200402	DRAWING NO: SK01 (A)
		REV	DATE	NO	COMMENTS		
BUILDER TO CHECK ALL DIMENSIONS BEFORE UNDERTAKING ANY WORK.							
victory.dn							



 <div>NORI-LYNN MUNOZ (Arch & BApp Science) 61 Central Avenue Maylands WA 6051 MOB: 0409680910 EMAIL: n27munozi@inet.net.au ABN: 74 557 855 988</div>	JOB TITLE		DRAWING TITLE						
	PROPOSED CHANGE OF USE VICTORY FAMILY CENTRE		OVERALL FLOOR PLAN						
	SHOP 3 NO #1 SUTHERLAND PARADE, PARMELIA								
	REV		DATE	NO	COMMENTS				
	BUILDER TO CHECK ALL DIMENSIONS BEFORE UNDERTAKING ANY WORK.								
		A/	17/04/20	1.	PRELIMINARY - ISSUED FOR CLIENT'S REVIEW.	SCALE	1:250	DATE	APRIL 2020
						JOB No.	200402	DRAWING NO.	SK02 (A)
						victory.dwg			



Application for Council Approval



- ☐ Development Approval
☐ Subdivision Clearance
☐ Home Occupation

- ☐ Family Day Care (DA)
☒ Retrospective Development Approval
☐ Development Assessment Panel Application

(**Note: Also to be accompanied by DAP Forms and Fees)

1. Property Details:

Lot No.	3	Street No.	1	Diagram/Plan No.	SP28860
Street Name	SUTHERLAND PARADE			Suburb	PARMELIA

Lot No.		Street No.		Diagram/Plan No.	
Street Name				Suburb	

If the development comprises more than two lots, please provide additional lot details on a separate page.

2. Title encumbrances (e.g. easements, restrictive covenants):

3. Owner's Details:

The signature of the owner(s) is required on all applications. This application will not proceed without that signature. For the purposes of signing this application an owner includes the persons referred to in the Planning and Development (Local Planning Schemes) Regulations 2015 Schedule 2 clause 62(2).

Please note: All correspondence will be via e-mail where possible.

Name	VU LE	Name	THI BON LE
Contact Person	VU LE	Address	8 GOODWOOD WAY
Suburb	CANNING VALE	Phone	0411 358 998
Postcode	6165	Email	
Signature		Date	
Signature		Date	

4. Applicant Details (if different from above):

Name	VICTORY KWINANA INC DAUGHTERS OF DESTINY INC	Contact Person	NICOLE O'DEA
ABN	5037 451 8821 / 1902 541 6786	Address	16 ANGLESEY DRIVE
Suburb	KARDINYA	Phone	0449 813 353
Postcode	6167	Email	nicoleodea44@gmail.com
Signature		Date	

The information and plans provided with this application may be made available by the local government for public viewing in connection with the application.

☒

Yes

☐

No

Signature:

Date:

5. Nature of Development

☒

Works

☐

Use

☐

Works and Use

6. Is an exemption from development claimed for part of the development?

☐

Yes

☒

No

If yes, is the exemption for:

☐

Works

☐

Use

7. Description of exemption claimed (if relevant):

8. Description of proposed works and/or land use:

Describe intended use or development. For subdivision clearances, please note number of lots including Balance lots and Public Open Space (POS).

Assembly building / Registered office of Daughters of Destiny Inc and Victory Kwinana Inc

9. Nature of any existing buildings and/or land use:

Shop / Cafe

10. Estimated Cost of Development (excl. GST):

11. Estimated Date of Completion:

Work Completed

OFFICE USE ONLY				
Date Received		Checked By		Initial
Application Fee	\$	JDAP Fee	\$	Subdivision Fee
TOTAL	\$	Cheque Amt.	\$	Cheque No.
DA No.		Invoice No.		
Lodged By		Lodged Date		

Victory Family Centre Inc.

..... *where every life matters to God.*



Cnr Parmelia Ave & Sutherland Pde
Parmelia WA 6167

KWINANA CITY COUNCIL
Corner of Gilmore Avenue and Sulphur
KWINANA WA 6167

ATTENTION RATES EXEMPTION ASSESSMENT TEAM

To the Panel considering the exemption of Rates for Victory Kwinana Inc.

We thank you for considering our application as we are completely voluntary and serve our community here in Kwinana 6 days a week. We have attached our folder with all of our operations that we are able to do only by money we raise from our private supporters and local events.

We want to keep going strong in the city of Kwinana and grow with this beautiful city and help more people of all ages and backgrounds and situations. We don't turn anyone away and provide food and services and products for free each week to over 100 people some weeks up to 250 people are assisted by us especially in a school environment.

We use all of the businesses in the community and put funds back into the locals as well. We need this exemption to continue our valuable work.

Looking forward to your earliest reply and again thank you for considering us for this exemption that will ease so much pressure from us at this time.

With kindest Regards and thanks

Ps Nicole and Sean O'Dea

Victory Kwinana Inc

On Site Shop 3/1 Sutherland Parade

PARMELIA WA 6167

Admin Office 16 Anglesey Drive Kardinya PH 0449 813 353

AUSTRALIAN CHARITIES AND NOT-FOR-PROFITS COMMISSION

[Charity Portal log in](#)

- [Media](#)
- [Contact ACNC](#)
- [About us](#)

Enter your keywords

[English](#)

- [FOR CHARITIES](#)
- [FOR THE PUBLIC](#)
- [SEARCH FOR A CHARITY](#)
- [RAISE A CONCERN](#)
- [GUIDANCE AND TOOLS](#)

[Home](#) » Search the ACNC Charity Register

Search for a charity

CHARITY NAME OR ABN

Victory Kwinana Inc

and/or

CHARITY LOCATION

WA

SEARCH

Advanced search

Search results

1 results in 1 pages.

LEGAL NAME	STATUS	SIZE	SUBURB/TOWN	STATE	ABN
Victory Kwinana Inc	Registered	Small	Kardinya	WA	50374518821

Updates or changes made to charity pages on the ACNC Charity Register do not display immediately. They can take up to 24 hours to be displayed.

Each listing on the Charity Register shows details about a charity and its purposes, the names of the people involved in running the charity, as well as financial information and annual reporting. It also notes if the ACNC has taken any action against the charity for not complying with certain obligations.

Find out [more about the Charity Register](#).

- [Search the Charity Register](#)



Australian Government
Australian Taxation Office



041

VICTORY KWINANA
PO BOX 704
ROBINA TOWN CENTRE QLD 4230

Our reference: 7127146825094
Phone: 1300 130 248
Client ID: 50 374 518 821

14 February 2022

Your organisation is endorsed for charity tax concessions

Dear Sir/Madam

We have endorsed your organisation for charity tax concessions and enclose your *Notice of endorsement for charity tax concessions*.

The following details will appear on the Australian Business Register:

- your organisation's endorsement to access charity tax concessions
- the date or period of effect.

You can view the details including the type of charity concessions at www.abr.business.gov.au

If your organisation has also applied for other endorsements, you will receive separate notification.

What you need to do

Your organisation should regularly review its entitlement to charity tax concessions. We recommend a yearly review. If there are any changes (for example, to governing rules, structure or operations) and you are no longer entitled to endorsement, you must notify us before or as soon as possible after the event.

For more information

Detailed information on your non-profit entitlements, obligations and how to subscribe to regular updates is available from our website, www.ato.gov.au/non-profit

You can phone us on **1300 130 248** between 8.00am and 6.00pm, Monday to Friday for help with matters specific to non-profit organisations, including the endorsement process for charities and deductible gift recipients, income tax, goods and services tax (GST) and fringe benefits tax (FBT) concessions.

What you need if you phone us

We need to know we are talking to the right person before we can discuss your tax affairs. We will ask for details only you or someone you have authorised would know. An authorised contact is someone who you have previously told us can act on your behalf. It will help if you quote 'Our reference', which you will find at the top of this letter. If you can, please have your Australian business number with you.

Yours faithfully

William Day
Deputy Commissioner of Taxation

E00202-S00001-F242678

70571.195981-03-2017



Australian Government
Australian Taxation Office

14 February 2022

Notice of endorsement for charity tax concessions

This endorsement notice has been issued to:

Name **VICTORY KWINANA**
Australian business number **50 374 518 821**

VICTORY KWINANA, a **registered charity**, is endorsed to access the following tax concessions from the dates shown:

Income tax exemption from **4 January 2016** under Subdivision 50-B of the *Income Tax Assessment Act 1997*.

GST concessions from **4 January 2016** under Division 176 of *A New Tax System (Goods and Services Tax) Act 1999*.

FBT rebate from **4 January 2016** under section 123E of the *Fringe Benefits Tax Assessment Act 1986*.

As a rebatable employer, your organisation is entitled to have its FBT liability reduced by a rebate equal to 47% of the gross FBT payable (subject to a capping of \$30,000 per employee). If the total grossed-up taxable value of fringe benefits provided to an employee is more than \$30,000, a rebate cannot be claimed for your organisation's FBT liability on the excess amount.

Reportable fringe benefits

If the value of certain fringe benefits provided to your organisation's employees exceeds \$2,000 in an FBT year, your organisation is required to record the grossed-up taxable value of those benefits on its employee's payment summary for the corresponding income year.

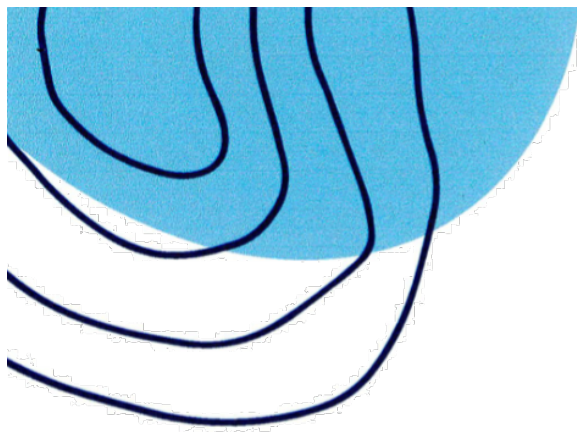
Your organisation's endorsement to access charity tax concessions, together with the date or period of effect, is entered in the public register maintained by the Australian Business Registrar at **www.abr.business.gov.au**

Your organisation must notify us in writing if it ceases to be entitled to endorsement.

Chris Jordan
Commissioner of Taxation
Registrar of the Australian Business Register

E00202-S00002-F242678

3 of 4



VICTORY FAMILY CENTRE
under Victory Life International





Look at how we have grown...

Victory Family Centre or "VFC", has been operating in the Kwinana area for the last 8 years. It has been our heart to bless and enrich the lives of our local community through love and practical assistance. It is our intention, in this presentation to show how we have grown over the years alongside our community to be a vital part of many peoples lives, and our vision for how greater impact the community.





Children's Programs

We have outstanding programs for children of all ages in our centre to create safe spaces for children in our local area to play, learn, and be encouraged in their identities. This is coupled with programs running in local Primary Schools and High Schools; **Gilmore High School, Orlelia Primary School, The King's College, and Leeda Ed Support Centre.**

Over the last 8 years, VFC has fed **over 100 children per school week and provided** on-site games and activities.

As always, our heart is to connect our community; all programs incorporate children and mothers.

All children's programs act as a touchpoint for mothers to reach out for any assistance they may need and be involved in the community.

All of our programs are **free of charge, always have been, and always will be.**





We see the children in our area as the Next Generation and have named their group Junior Generation or J-Gen for short. These groups are broken up by age to provide appropriate material and games. Our two groups are broken up into:

J GEN MINI:
Toddlers Group
18 Months to 5
Years old



J-GEN MAX:
Primary School
Group ages 6 to 10
years old

Both Groups run fortnightly and incorporate play-based learning for social skills. They include a **healthy meal, fun games, and an encouraging message instilling family values.**

Our intended outcomes are to see children grow in their social skills, confidence, improve motor skills, fitness and wellness.

Children's Programs



Youth Program

Victory Teens is a weekly group that is run for 11 to 16 year old's designed to create a safe space for "teens-to-be-teens" equipping them with practical life skills to assist them in everyday life.

This teens group runs weekly during the school term and include the following elements:

Free Music lessons: Bass and Acoustic Guitar, Drums, and Key Board

Free Tutoring groups

Access to computers

Free clothing and educational supplies

Healthy dinners

Games for confidence and relationships building

Encouraging message to build teens up and give them skills for everyday life such as personal boundaries, goal setting, self-esteem, stress and conflict management.



Sunday Programs

We provide a free Sunday craft-based program for the children families that are attending our church. These classes are split into two age groups, providing healthy food, connection and friendship, and Christ centred teaching.

Scholarships and Advocacy for Children

We provide support by advocating for scholarships. Advocating for children from difficult backgrounds and situations finding scholarships in local private schools.

Women's and Men's support and discussion groups

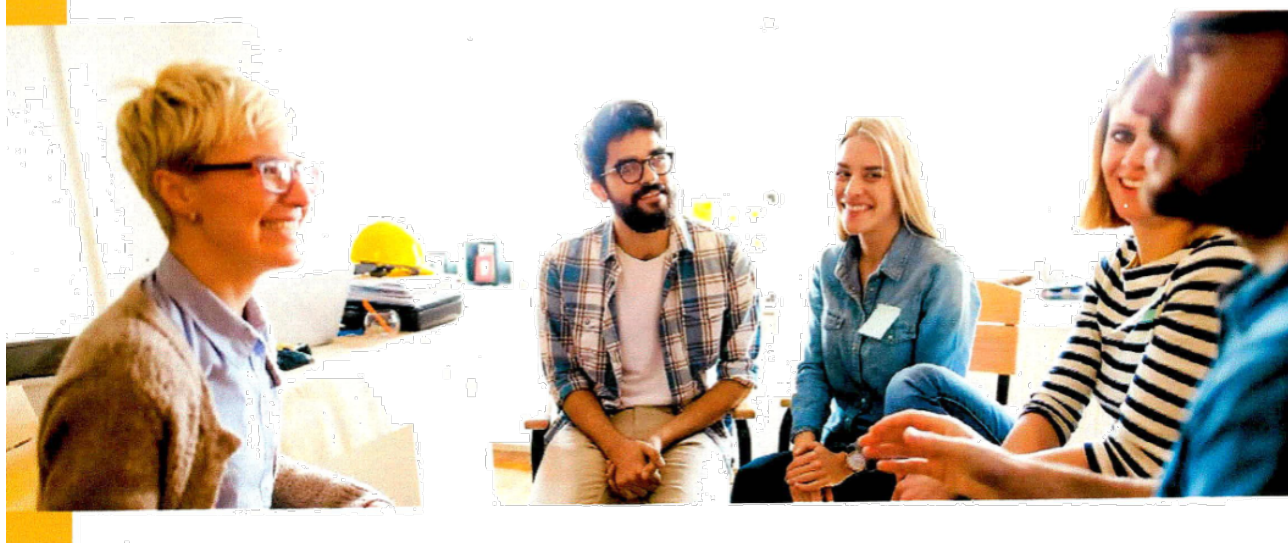
VFC holds regular groups to connect community members. We believe in the power of connecting, chatting, and walking with people through life. We have grown to host a variety of groups for people in every stage of life;

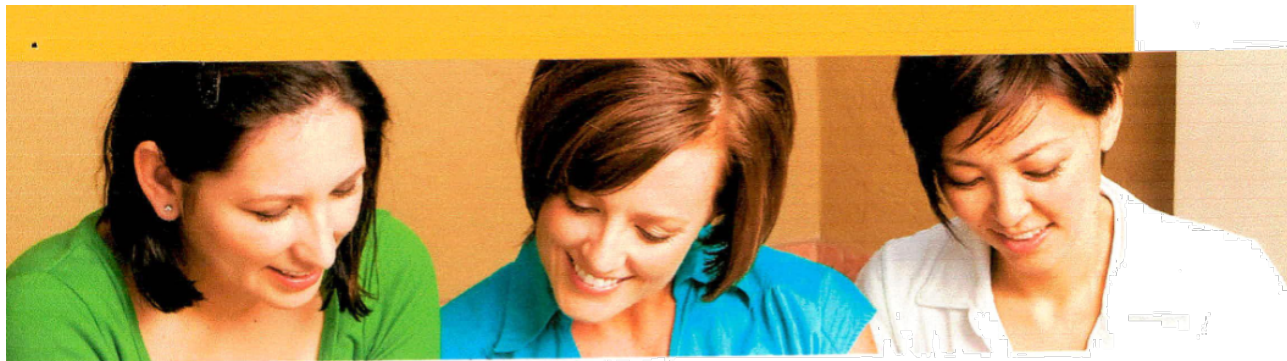
- Men
- Women
- Support through emotional trauma and illness
- Low-Cost Exercise Groups

Iron Men

Iron Men is a Fortnightly Group to give men a private space to talk through their issues in a non-threatening environment free of judgment.

We also hold monthly Men's Breakfast that is open to the public, with a guest speaker.



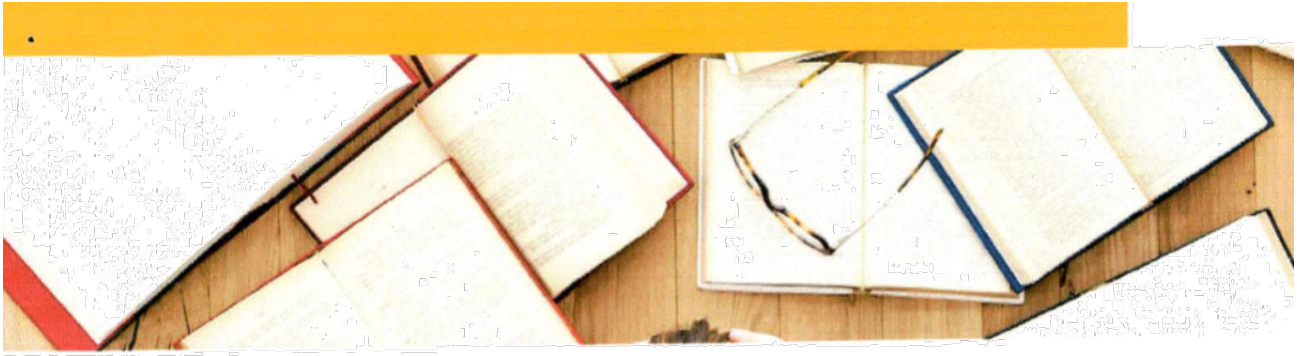


Daughters of Destiny.

Daughters of Destiny has been our initial connection to the community in Kwinana from the beginning. Our heart has always been for the restoration in their lives. The current climate has evolved to become a women's drop in the centre, providing the following:

- Support through weekly focus group – Thursday from 11 onwards. This is a gateway program for women to access our services in a non-threatening environment and get to know us. A DVD presentation teaching on issues such as self-esteem and self-respect, as well as access to surrounding refuges and priority one housing if needed.
- A \$1 Op Shop Sonflowers
- Free one-on-one advocacy consultation and advice are available by appointment.
- Access to free removalist service
- Full support/advocacy in family court





Leadership College

Victory Family Centre has started a leadership college in 2021. A Christian based leadership college running every Friday teaching three modules

Theology

Leadership

Personal Development

A course over twelve months teaching students what it means to function the front line, in both Christian and Secular environments.

We see our Leadership college as a commitment to raising the next generation of leaders in our community



Presented by Daughters of Destiny

Sonflowers OpShop

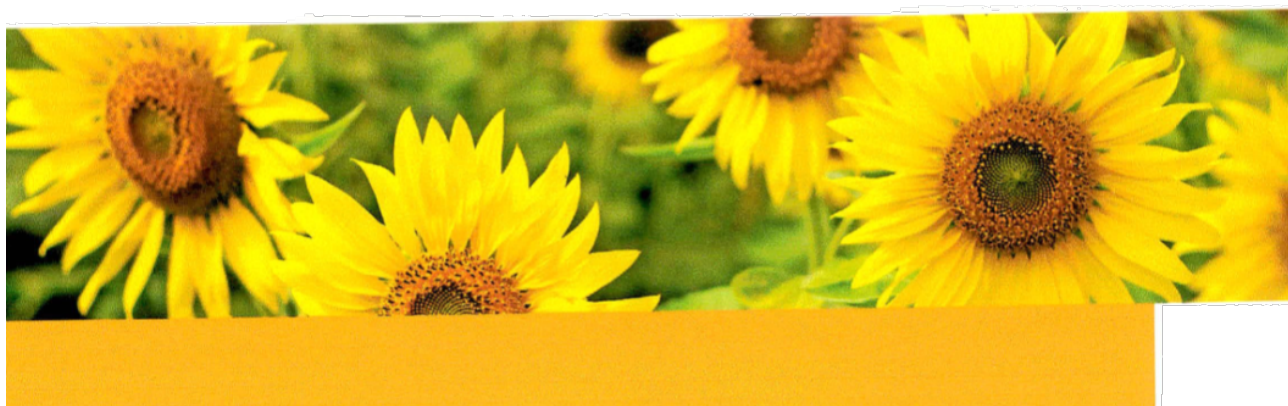
Sonflowers Op Shop was birthed in 2019 after we recognised that while many individuals needed access to basic household items and clothing, cultural barriers and stigma prevented many community members from accessing services.

By providing low-cost items, it allows patrons to retain their sense of dignity and opens up a greater section of the community to have access to facilities and items they need.



The majority of items are priced at \$1.00, larger items such as furniture are at an extremely low cost and never exceed \$50.00. We have a steady stream of donated furniture and goods that allow us to offer these prices constantly.

We are open 5 days a week, provide free teas and coffee and give out over 90 restaurant-quality frozen meals from Chorus every week.

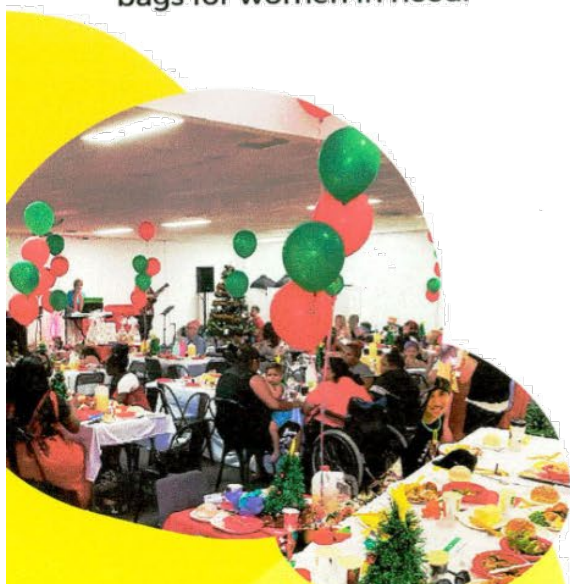




Sunday Service .

VFC is a gathering of families on a Sunday for a wonderful time of worship and encouraging message joining together people of all ages and social backgrounds for an encouraging christ centred service

Our congregation regular attends community events and hosts an annual community Christmas Party at which all guests receive a free 3-course meal, Christmas food hampers, presents for kids, and Share The Dignity bags for women in need.



Weddings Celebrant

Ps Nicole has been running low-cost weddings for couples for the last two years.

Facilitating pre-marriage counselling and ceremonies for couples wanting to commit to each other in front of the Lord.

Board and Governance.



Ps Margaret and Barry Court

Headship, Patronage, and Covering of Victory Life International of which Victory Family Centre is a part.

BOARD MEMBERS



Ps Nicole and Sean O'Dea

Ps Nicole as CEO of DODI and Victory Kwinana, Ps Sean as a Senior Director fo Victory Kwinana. Ps Sean is also asuccessfull business owner.

Ps Dale and Ps Ruth Smith

Senior Pastors of River Church Surfers Paradise.
Directors of Victory Life International Queensland



Ps Jenny and Brian Whately

Senior Elders and Directors of Victory Life Centre, successful businesses owners and Victory Kwinana have raised Teen Challenge in Esperance. Senior Directors of DODI.

Appostle Stephen Smith

Senior Director and head of Dream Life church 25 years. Pastors at Victory Life Centre, Senior Director of Victory Life International, including 17 countries.



Victory Life Kwinana

Profit & Loss Statement

July 2018 through June 2019

Income	
Tithes & Offerings	\$59,349.20
Donations	\$6,695.00
Conventions/seminars	\$525.00
Missions	\$2,673.10
SMTI Courses	\$1,312.00
Rent received	\$6,715.00
Total Income	\$77,269.30
Expenses	
Bank Fees	\$575.84
Cleaning/Rubbish removal	\$24.00
Conference Expenses	\$1,173.26
Donations	\$465.00
Emergency relief	\$129.06
Electricity/Gas	\$2,107.16
Fines /Penalties	\$507.80
Fuel & Oils	\$1,860.70
Function Expenses	\$1,294.36
Fundraising Expenses	\$509.18
Groceries/Kitchen	\$1,520.55
Hire of Plant/Equip	\$182.72
Hospitality	\$3,276.98
Insurance	\$1,479.45
Media/resources	\$1,234.19
Meetings	\$625.77
Missions	\$4,633.29
Motor Vehicle Expenses	\$991.90
Office supplies	\$223.03
Pastoral care	\$2,482.03
Printing	\$736.06
Rent - Halls	\$5,927.55
Rent Sharman Street	\$11,223.81
Rent - Keisha	\$225.00
Repairs & Maint	\$181.73
Resources for church	\$129.16
STMI	\$121.28
Taxi/Parking	\$1,398.91
Telephones	\$3,137.25
Travel & Accom	\$3,348.69
Visting Ministers Expense	\$250.00
Childrens church	\$48.50
Youth	\$413.20
Volunteer Expenses	\$486.54
Ps Nicole - FB	\$1,620.10
Total Expenses	\$54,544.05
Operating Profit	\$22,725.25
Other Income	
Unallocated Income	\$24,285.05
Total Other Income	\$24,285.05
Other Expenses	
Unallocated Expenses	\$44,732.04
Total Other Expenses	\$44,732.04
Net Profit/(Loss)	\$2,278.26

Victory Life Kwinana**Balance Sheet****As of June 2019****26/07/2019
3:15:47 PM**

Assets		
CBA Chq 10378793	\$4,590.54	
Silver Debit Card 11289179	\$1,185.54	
Cash Drawer	\$0.00	
Total Assets		\$5,776.08
Liabilities		
Silver card - 11289179	\$5,429.27	
Loan - DODI	\$1,853.31	
GST Liabilities		
GST Paid	\$0.00	
BAS clearing	-\$788.00	
Total GST Liabilities		-\$788.00
Suspense	\$0.00	
Total Liabilities		\$6,494.58
Net Assets		-\$718.50
Equity		
Retained Earnings	-\$803.95	
Current Year Surplus/Def	-\$2,160.31	
Current Earnings	\$2,278.26	
Historical Balancing Account	-\$32.50	
Total Equity		-\$718.50

VICTORY LIFE KWINANA INC.**1****RULES OF ASSOCIATION****1. NAME OF ASSOCIATION**

The name of the Association is Victory Kwinana Inc.

2. DEFINITIONS

In these rules, unless the contrary intention appears -

“board meeting” means meeting referred to in rule 14;

“board member” means person referred to in paragraph (a), (b), (c), or (d) of rule 9(1);

“financial year” means a period not exceeding 15 months fixed by the Board, being a period commencing on the date of incorporation of the Association and ending on 30 June; and thereafter each period commencing 1 July and ending on 30 June in the following year;

“general meeting” means meeting convened under rule 14;

“member” means member of the Association in accordance with rule 5;

“ordinary resolution” means resolution other than a special resolution;

“poll” means voting conducted in written form (as opposed to a show of hands);

“special resolution” has the meaning given by section 24 of the Act;

“the Act” means the *Associations Incorporation Act 1987*;

“the Association” means the Association referred to in rule 1;

“the President” means -

- (a) in relation to the proceedings at a Board meeting or general meeting, the person presiding at the Board meeting or general meeting in accordance with rule 9; or
- (b) otherwise than in relation to the proceedings referred to paragraph (a), the person referred to in rule 10;

“the board” means the Board of Management of the Association referred to in rule 9 (1);

“the Secretary” means the Secretary referred to in rule 11;

“the Treasurer” means the Treasurer referred to in rule 12;

“the Vice-President” means the Vice-President referred to in paragraph (b) of rule 9.

3. OBJECTS OF ASSOCIATION

(1) The objects of the Association are -

- (a) Teaching, evangelising and holding public meetings
- (b) Conduct outreach programmes in the community
- (c) Produce and sell Christian literature
- (d) Produce DVD recordings of church services and teaching sessions
- (e) Develop connect groups to bring community together
- (f) Develop youth and children's programmes

(2) The assets and income of the Association shall be applied solely in furtherance of its abovementioned objectives and no portion shall be distributed directly or indirectly to the members except as bona fide compensation for services rendered or expenses incurred on behalf of the organisation.

4. POWERS OF ASSOCIATION

The powers of the Association are: -

- (1) To subscribe to, become a member of and co-operate with any other association, club or organization, whether incorporated or not, whose objects are altogether or in part similar to those of the Association provided that the Association shall not subscribe to or support with its funds any club, association or organization which does not prohibit the distribution of its income and property among its members.

VICTORY LIFE KWINANA INC.**2**

- (2) In furtherance of the objects of the Association to buy, sell and deal in all kinds of articles, commodities and provisions, both liquid and solid, for the trustees of the Association or persons frequenting the Associations premises;
- (3) To purchase, take on lease or in exchange, hire and otherwise acquire any lands, building, easements or property, real and personal, and any rights or privileges which may be requisite for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Association: Provided that in case the Association shall take or hold any property which may be subject to any trusts the Association shall only deal with the same in such manner as is allowed by law having regard to such trusts;
- (4) To enter into any arrangements with any Government or Authority that are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association; to obtain from any such Government or Authority any rights, privileges and concessions which the Association may think it desirable to obtain; and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;
- (5) To appoint, employ, remove or suspend such managers, clerks, secretaries, servants, workman and other persons as may be necessary or convenient for the purpose of the Association;
- (6) To remunerate any person or body corporate for services rendered, or to be rendered, and whether by way of brokerage or otherwise in placing or assisting to place or guaranteeing the placing of any secured notes, debentures or other securities of the incorporated association, or in or about the incorporated association or promotion of the incorporated association or in the furtherance of its objects;
- (7) To construct, improve, maintain, develop, work, manage, carry out, alter or control any houses, buildings, grounds, works or conveniences which may seem calculated directly or indirectly to advance the Association's interests, and to contribute to, subsidize or otherwise assist and take part in the working, management, carrying out, alteration or control thereof;
- (8) To invest and deal with the money of the Association not immediately required in such manner as may from time to time be thought fit;
- (9) To take, or otherwise acquire, and hold shares, debentures or other securities of any other company or body corporate;
- (10) In furtherance of the objects of the Association to lend and advance money or give credit to any person or body corporate; to guarantee and give guarantees or indemnities for the payment of money or the performance of contracts or obligations by any person or body corporate, and otherwise to assist any person or body corporate;
- (11) To borrow or raise money either alone or jointly with any other person or legal entity in such manner as may be thought proper and whether upon fluctuation advance account or overdraft or otherwise to represent or secure moneys and further advances borrowed or to be borrowed alone or with others as aforesaid by notes secured or unsecured, debentures or debenture stock perpetual or otherwise, or by mortgage, charge, lien or other security upon the whole or any part of the incorporated association's property or assets present or future and to purchase, redeem or pay off any such securities;
- (12) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (13) In furtherance of the objects of the Association to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Association;
- (14) To take or hold mortgages, liens or charges, to secure payment of the purchase price, or any unpaid balance of the purchase price, of any part of the Association's property of whatsoever kind sold by the Association, or any money due to the Association from purchasers and others;

VICTORY LIFE KWINANA INC.**3**

- (15) To take any gift or property whether subject to any special trust or not, for any one or more of the objects of the Association but subject always to the proviso in sub-rule (4);
- (16) To take such steps by personal or written appeals, public meetings or otherwise, as may from time to time be deemed expedient for the purpose of procuring contributions to the funds of the Association, in the shape of donations, annual subscriptions or otherwise;
- (17) To print and publish any newspapers, periodicals, books or leaflets that the Association may think desirable for the promotion of its objects;
- (18) In furtherance of the objects of the Association to amalgamate with any one or more incorporated associations having objects altogether or in part similar to those of the Association and which shall prohibit the distribution of its or their income and property among its or their members;
- (19) In furtherance of the objects of the Association to purchase or otherwise acquire and undertake all or any part of the property, assets, liabilities and engagements of any one or more of the incorporated associations with which the Association is authorised to amalgamate;
- (20) In furtherance of the objects of the Association to transfer all or any part of the property, assets, liabilities and engagements of the Association to any one or more of the incorporated associations with which the Association is authorised to amalgamate;
- (21) To make donations for patriotic, charitable or community purposes;
- (22) To do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the Association.

5. MEMBERSHIP

- (1) No entrance fees or subscriptions apply to membership of the incorporated Association.
- (2) Membership of the Association shall consist of a minimum of six (6) persons and such additional persons, as may be agreed upon, shall be accepted as members by the Board of Management of the Association.

Acceptance is by passing a resolution by a majority vote of the Board of Management.

6. RESIGNATION OF MEMBERS OF ASSOCIATION

A member who delivers notice in writing of his or her resignation from the Association to the Secretary or another Board member ceases on that delivery to be a member.

7. EXPULSION OF MEMBERS OF ASSOCIATION

- (1) If the Board of Management considers that a member should be expelled from membership of the Association, the Board of Management shall communicate, either orally or in writing to the member -
 - (a) notice of the proposed expulsion and of the time, date and place of the Board meeting at which the question of that expulsion will be decided, and
 - (b) particulars of that conduct,

not less than 30 days before the date of the Board meeting referred to in paragraph (a)
- (2) At the Board meeting referred to in a notice communicated under sub rule (1), the Board may, having afforded the member concerned a reasonable opportunity to be heard by, or to make representation in writing to, the Board, expel or decline to expel that member from membership of the Association and shall, forthwith after deciding whether or not so to expel that member, communicate that decision in writing to that member.

VICTORY LIFE KWINANA INC.**4**

- (3) Subject to sub rule (5), a member who is expelled under sub rule (2) from membership of the Association ceases to be a member 14 days after the day on which the decision so to expel him or her is communicated to him or her under sub rule (2).
- (4) A member who is expelled under sub rule (2) from membership of the Association shall, if he or she wishes to appeal against that expulsion, give notice to the Secretary of his or her intention to do so within the period of 14 days referred to in sub rule (3).
- (5) When notice is given under sub rule (4):
 - (a) The Secretary will call a Board meeting with at least 14 days notice for the purpose of giving the expelled member an opportunity of appeal. If the member is a Board member he/she will have no voting rights in the matter. However, he/she shall have the right to appoint two (2) persons of his/her choice of good standing in the Body of Christ recognized by the Board of Management and ordained ministers to be present at the hearing of the appeal. These two ordained ministers will have voting rights in the determination of the appeal, namely expulsion of the member, or reappointment of the member.
 - (b) the member who gave that notice is not suspended or does not cease to be a member unless and until the decision of the Board to suspend or expel him or her is confirmed under this sub rule.

8. REGISTER OF MEMBERS OF ASSOCIATION

- (1) The Secretary shall on behalf of the Association keep and maintain the register of members in accordance with Section 27 of the Act and that register shall so be kept and maintained at his or her place of residence or at such other place as determined by the members at a general meeting.
- (2) The Secretary shall cause the name of a person who dies or who ceases to be a member under rule 6 or 7 to be deleted from the register of members referred to in sub rule (1).

9. BOARD OF MANAGEMENT

- (1) The affairs of the Association shall be managed exclusively by a Board of Management consisting of -
 - (a) a President
 - (b) a Vice President
 - (c) a Secretary
 - (d) a Treasurer; and
 - (e) not less than 2 other persons
 all of whom shall be members of the Association elected to the Board of Management at an annual general meeting.
- (2) Within 28 days after the incorporation of the Association, a general meeting shall be held to elect the Board of Management.
- (3) The Board of Management shall be elected at the Annual General Meeting by the members of the Association.
- (4) Subject to sub-rule (9), a Board member's term will be from his or her election at an annual general meeting until the election referred to in sub-rule (3) at the next annual general meeting after his or her election, but he or she is eligible for re-election to membership of the Board.
- (5) Except for nominees under sub-rule (8), a person is not eligible for election to membership of the Board unless a member has nominated him or her for election by delivering notice in writing of that nomination, signed by -
 - (a) the nominator; and
 - (b) the nominee to signify his or her willingness to stand for election.

VICTORY LIFE KWINANA INC.**5**

to the Secretary not less than 7 days before the day on which the annual general meeting concerned is to be held.

- (6) A person who is eligible for election or re-election under this rule may –
 - (a) propose or second himself or herself for election or re-election; and
 - (b) vote for himself or herself.
- (7) If the number of persons nominated in accordance with sub-rule (5) for election to membership of the Board does not exceed the number of vacancies in that membership to be filled –
 - (a) the Secretary must report accordingly to; and
 - (b) the Chairperson must declare those persons to be duly elected as members of the Board at the annual general meeting concerned.
- (8) If vacancies remain on the Board after the declaration under sub-rule (7), additional nominations of Board members may be accepted from the floor of the annual general meeting. If such nominations from the floor do not exceed the number of vacancies the Chairperson must declare those persons to be duly elected as members of the Board. Where the number of nominations from the floor exceeds the remaining number of vacancies on the Board, elections for those positions must be conducted.
- (9) If a vacancy remains on the Board after the application of sub-rule (8), or when a casual vacancy within the meaning of rule 13 occurs in the membership of the Committee n-
 - (a) the Board may appoint a member to fill that vacancy; and
 - (b) a member appointed under this sub-rule will –
 - (i) hold office until the election referred to in sub-rule (3); and
 - (ii) be eligible for election to membership of the Board at the next following annual general meeting.
- (10) The Board may delegate, in writing, to one or more sub-committees consisting of such members or members of the association (as the Board think fit) the exercise of such functions of the Board as are specified in the delegation other than –
 - (a) the power of delegation; and
 - (b) a function which is a duty imposed on the Board by the Act or any other law.
- (11) Any delegation under sub-rule (10) may be subject to such conditions and limitations as to the exercise of that function or as to time and circumstances as are specified in the written delegation and the Board may continue to exercise any function delegated.
- (12) The Board may, in writing, revoke wholly or in part any delegation under sub-rule (10).

10. PRESIDENT

- (1) The President shall be Nicole O'Dea who shall be entitled to hold office until ~~he~~ she shall resign or unless he/she shall be revoked by a special resolution under Clause 10 (7).
- (2) The President shall have the authority and be responsible for vision, leadership and spiritual oversight for the Association.
- (3) The President shall have the authority to delegate the responsibility of running the day to day ministry and management of the Association to the Vice President or in the absence of the Vice President to a suitably qualified person; such appointment to be ratified by the Board of Management.
- (4) The President shall president over all Board of Management Meetings. In her absence the Vice President will fulfil the role of Chairperson for that meeting.
- (5) The President shall have the right to appoint Staff with ratification by the Board of Management.

VICTORY LIFE KWINANA INC.**6**

- (6) In the event of the President resigning, dying, or being removed from office, ~~his~~ her successor shall be appointed by the vote of at least 75% of the members of the Board of Management.
- (7) Should a serious complaint such as moral issues or fraudulent conduct, be made against the President, such complaint must be submitted in writing to the Board of Management by not less than two (2) persons and the complaint be heard by the Board of Management as soon as possible. The Board of Management shall request the President to attend a meeting to make submission to the Board as she desires. The President shall have no voting rights in this matter. However, she shall have the right to appoint two (2) Pastors of his/her choice of good standing in the Body of Christ recognized by the Board of Management and ordained ministers to be present at the hearing of the complaint. These two Pastors have voting rights in the determination of the complaint, namely the dismissal of the complaint or the reprimand, suspension, or expulsion of the President.

11. SECRETARY

The Secretary shall -

- (1) co-ordinate the correspondence of the Association;
- (2) keep full and correct minutes of the proceedings of the Board and of the Association;
- (3) comply on behalf of the Association with -
 - (a) section 27 of the Act in respect of the register of members of the Association, as referred to in rule 9;
 - (b) section 28 of the Act by keeping and maintaining in an up to date condition the rules of the Association, and upon the request of a member of the Association, must make available those rules for the inspection of the member and the member may make a copy of or take an extract from the rules but will have no right to remove the rules for that purpose; and
 - (c) section 29 of the Act by maintaining a record of -
 - (i) the names and residential or postal addresses of the persons who hold the offices of the Association provided for by these rules, including all offices held by the persons who constitute the Board and persons who are authorised to use the common seal of the Association under rule 22; and
 - (ii) the names and residential or postal addresses of any persons who are appointed or act as trustees on behalf of the Association;
- (4) unless the members resolve otherwise at a general meeting, have custody of all books, documents, records and registers of the Association, including those referred to in paragraph (3), other than those required by rule 12 to be kept and maintained by, or in the custody of, the Treasurer; and
- (5) perform such other duties as are imposed by these rules on the Secretary.

12. TREASURER

The Treasurer shall -

- (1) be responsible for the receipt of all moneys paid to or received by, or by him on behalf of, the Association and shall issue receipts for those moneys in the name of the Association;
- (2) pay all moneys referred to in paragraph (1) into such account or accounts of the Association as the Board may from time to time direct;
- (3) make payments from the funds of the Association with the authority of the Board and in so doing ensure that all cheques are signed by two (2) Board members or by any two (2) others as are authorised by the Board;
- (4) comply on behalf of the Association with sections 25 and 26 of the Act in respect of the accounting records of the Association by:

VICTORY LIFE KWINANA INC.**7**

- (i) keeping such accounting records as correctly record and explain the financial transactions and financial position of the Association;
 - (ii) keeping the accounting records in such manner as will enable true and fair accounts of the Association to be prepared from time to time;
 - (iii) keeping accounting records in such manner as will enable true and fair accounting of the Association to be conveniently and properly audited; and
 - (iv) submitting to members at each annual general meeting of the Association audited accounts of the Association showing the financial position of the Association at the end of the immediately preceding financial year.
- (5) whenever directed to do so by the President, submit to the Board a report, balance sheet or financial statement in accordance with that direction;
 - (6) unless the members resolve otherwise at a general meeting, have custody of all securities, books and documents of a financial nature and accounting records of the Association, including those referred to in paragraphs (4) and (5); and
 - (7) perform such other duties as are imposed by these rules on the Treasurer.

13. CASUAL VACANCIES

- (1) A casual vacancy occurs in the office of a Board member and that office becomes vacant if the Board Member-
 - (a) dies;
 - (b) resigns by notice in writing delivered to the President, or if the Board member is the President, to the Vice-President;
 - (c) is convicted of an offence under the Act;
 - (d) is permanently incapacitated by mental or physical ill-health;
 - (e) is absent from more than –
 - (i) 3 consecutive Board meetings; or
 - (ii) 3 Board meetings in the same financial year, of which he or she has received notice without tendering an apology to the person presiding at each of those Board meetings; or
 - (f) ceases to be a member of the Association
 - (g) is the subject of a resolution passed by a general meeting of members terminating his or her appointment as a Board member.

14. PROCEEDINGS OF BOARD

- (1) The Board must meet together for the dispatch of business not less than 4 times in each year and the President, or at least half the members of the Board, may at any time convene a meeting of the Board.
- (2) Each Board member has a deliberative vote.
- (3) Any question arising at a Board meeting must be decided by a majority of votes, but if there is no majority, the person presiding at the Board meeting will have a casting vote in addition to his or her deliberative vote.
- (4) At a Board meeting 50% plus one of total Board members constitute a quorum.
- (5) Subject to these rules, the procedure and order of business to be followed at a Board meeting must be determined by the Board members present at the Board meeting.
- (6) As required under sections 21 and 22 of the Act a Board member having any direct or indirect pecuniary interest in a contract, or proposed contract, made by, or in the contemplation of, the Board (except if that pecuniary interest exists only by virtue of the fact that the member of the Board is a member of a class of persons for whose benefit the Association is established), must-
 - (a) as soon as he or she becomes aware of that interest, disclose the nature and extend of his or her interest to the Board; and

VICTORY LIFE KWINANA INC.**8**

- (b) not take part in any deliberations or decision of the Board with respect to that contract.
- (7) Sub-rule (6) (a) does not apply with respect to a pecuniary interest that exists only by virtue of the fact that the member of the Board is an employee of the Association.
- (8) The Secretary must cause every disclosure made under sub-rule (6) (a) by a member of the Board to be recorded in the minutes of the meeting of the Board at which it is made.

15. GENERAL MEETINGS

- (1) The Board -
 - (a) may at any time convene a special general meeting;
 - (b) shall convene annual general meetings within the time limits provided for the holding of annual general meetings by section 23 of the Act; that is in every calendar year within 4 months after the end of the Association's financial year, or such longer period as may in a particular case be allowed by the Commissioner, except for the first annual general meeting which may be held at any time within 18 months after incorporation; and
 - (c) shall, within 30 days of -
 - (i) receiving a request in writing to do so from not less than two (2) members, convene a special general meeting for the purpose specified in that request; or
 - (ii) the Secretary receiving a notice under rule 7 (4) convene a special general meeting for the purpose of dealing with the appeal to which that notice relates.
- (2) The members making a request referred to in sub rule (1) (c) (i) shall -
 - (a) state in that request the purpose for which the special general meeting concerned is required; and
 - (b) sign that request.
- (3) If a special general meeting is not convened within the relevant period of 30 days referred to -
 - (a) in sub rule (1) (c) (i), the members who made the request concerned may themselves convene a special general meeting as if they were the Board; or
 - (b) in sub rule (1) (c) (ii), the member who gave the notice concerned may him or herself convene a special meeting as if he or she were the Board.
- (4) When a special general meeting is convened under sub rule (3) (a) or (b) the Association must pay the reasonable expenses of convening and holding the special general meeting.
- (5) Subject to sub rule (7), the Secretary shall give to all members not less than 14 days notice of a special general meeting and that notice must specify:
 - (a) when and where the general meeting concerned is to be held; and
 - (b) particulars of the business to be transacted at the general meeting concerned and of the order in which that business is to be transacted.
- (6) Subject to sub-rule (7) the Secretary must give to all members not less than 21 days notice of an annual general meeting and that notice must specify:
 - (a) when and where the annual general meeting is to be held;
 - (b) the particulars and order in which business is to be transacted, as follows:
 - (+)—first, consideration of the accounts and reports of the Board
 - (++)—second, the election of Board members to replace outgoing Board members; and
 - (+++)—third, any other business requiring consideration by the Association at the general meeting.
- (7) A special resolution may be moved either at a special general meeting or at an annual general meeting, however the Secretary must give to all members not less than 21 days notice of the meeting at which a special resolution is to be proposed. In addition to those matters specified in

PART 3 — LESSEE'S FINANCIAL OBLIGATIONS**7 Methods of payments**

The Lessee covenants to pay rent as specified in **Item 10 in the Reference Schedule** and Outgoings as specified in clause 10.1

- (a) without demand by the Lessor;
- (b) by establishing a direct credit facility to the Bank of the Lessor's Agent and by depositing or transferring the payments into the account;
- (c) to, or as directed by, the Lessor, which may be altered by the Lessor from time to time.

8 Abatement of rent and financial obligations

(1) Abatement of Lessee's financial obligations

If during the continuance of this Lease the Building or the Leased Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible through an event described in clause 8(2), rendering the Leased Premises or any part of it wholly or substantially unfit for the Lessee's use and occupation or inaccessible for a period exceeding seven (7) days, then the Lessee's financial obligations abate in accordance with this clause.

(2) Abating events

This clause applies in case of fire, lightning, storm, flood, earthquake, explosion, malicious damage, war damage, and any other event beyond the Lessee's control.

(3) Lessee's financial obligations

Abatement extends to all the Lessee's financial obligations to the Lessor under this Lease, including rent, rates, outgoings and operating expenses.

(4) Period of abatement

The period of abatement is from the date of the destruction, damage or inaccessibility until the date when the premises are restored and rendered suitable for the Lessee's use and occupation or accessible.

(5) Effect of abatement

During and for the period of abatement the Lessee's liability to pay the whole or proportion of the financial obligations under this Lease, as agreed or determined under clause 8(7), calculated on a daily basis, ceases and abates.

(6) Exception to abatement

The Lessee is not entitled to an abatement of the Lessee's financial obligations under this clause if

- (a) the event resulting in the damage, destruction or inaccessibility is caused or contributed to by the act or negligent omission of the Lessee or the Lessee's employees; or
- (b) the Lessor fails to recover the benefit of any insurance for loss or damage to the Building or the Leased Premises because of any act or omission of the Lessee or the Lessee's employees.

(7) Determination of abatement

- (a) The parties shall endeavour to agree on the commencement and period of abatement of the Lessee's financial obligations, and if the Lessee is able to have partial use and enjoyment of the

This is the part of our Lease Agreement a copy of that states under our section

2 that we are financially obligated to the lessor under this lease – rent rates outgoing and operating expenses. PART 3 OF SECTION ONE UNDER HEADING FINANCIAL OBLIGATIONS COPY BELOW.

LEASE COPY ATTACHED

(2) Abating events This clause applies in case of fire, lightning, storm, flood, earthquake, explosion, malicious damage, war damage, and any other event beyond the Lessee's control. (3) Lessee's financial obligations Abatement extends to all the Lessee's financial obligations to the Lessor under this Lease, including rent, rates, outgoings and operating expenses.

VICTORY LIFE KWINANA INC.**9**

sub rule (5) or (6), as relevant, the notice must also include the resolution to be proposed and the intention to propose the resolution as a special resolution.

- (8) The Secretary must give notice under sub rule (5), (6) or (7) by -
- (a) serving it on a member personally; or
 - (b) sending it by post to a member at the address of the member appearing in the register of members kept under section 27 of the Act.
- (9) When a notice is sent by post under sub rule (8) (b), sending of the notice shall be deemed to be properly effected if the notice is sufficiently addressed and posted to the member concerned by ordinary prepaid mail.

16. QUORUM AND PROCEEDINGS AT GENERAL MEETINGS

- (1) At a general meeting 50% plus one of total members present in person or by proxy constitute a quorum.
- (2) If within 30 minutes after the time specified for the holding of a general meeting in a notice given under rule 15 (5) or (6):
 - (a) as a result of a request or notice referred to in rule 15 (1) (c) or as a result of action taken under rule 15 (3) a quorum is not present, the general meeting lapses; or
 - (b) otherwise than as a result of a request, notice or action referred to in paragraph (a), the general meeting stands adjourned to the same time on the same day in the following week and to the same venue.
- (3) If within 30 minutes of the time appointed by sub-rule (2) (b) for the resumption of an adjourned general meeting a quorum is not present, the members who are present in person or by proxy may nevertheless proceed with the business of that general meeting as if a quorum were present.
- (4) The President may, with the consent of a general meeting at which a quorum is present, and must, if so directed by such a general meeting, adjourn that general meeting from time to time and from place to place.
- (5) There must not be transacted at an adjourned general meeting any business other than business left unfinished or on the agenda at the time when the general meeting was adjourned.
- (6) When a general meeting is adjourned for a period of 30 days or more, the Secretary must give notice under rule 16 of the adjourned general meeting as if that general meeting were a fresh general meeting.
- (7) At a general meeting:
 - (a) an ordinary resolution put to the vote will be decided by a majority of votes cast on a show of hands, subject to sub-rule (9); and
 - (b) a special resolution put to the vote will be decided in accordance with section 24 of the Act as defined in rule 2, and, if a poll is demanded, in accordance with sub-rules (9) and (11).
- (8) A declaration by the President of a general meeting that a resolution has been passed as an ordinary resolution at the meeting will be evidence of that fact unless, during the general meeting at which the resolution is submitted, a poll is demanded in accordance with sub-rule (9).
- (9) At a general meeting, a poll may be demanded by the President or by three (3) or more members present in person or by proxy and, if so demanded, must be taken in such manner as the President directs.

VICTORY LIFE KWINANA INC.**10**

- (10) If a poll is demanded and taken under sub rule (9) in respect of an ordinary resolution, a declaration by the President of the result of the poll is evidence of the matter so declared.
- (11) A poll demanded under sub rule (9) must be taken immediately on that demand being made.

17. MINUTES OF MEETINGS OF ASSOCIATION

- (1) The Secretary must cause proper minutes of all proceedings of all general meetings and Board meetings to be taken and then to be entered within 30 days after the holding of each general meeting or Board meeting, as the case requires, in a minute book kept for that purpose.
- (2) The President must ensure that the minutes taken of a general meeting or Board meeting under sub rule (1) are checked and signed as correct by the President of the general meeting or Board meeting, as the case requires.
- (3) When minutes have been entered and signed as correct under this rule, they shall, until the contrary is proved, be evidence that -
 - (a) the general meeting or Board meeting to which they relate (in this sub rule called "the meeting") was duly convened and held;
 - (b) all proceedings recorded as having taken place at the meeting did in fact take place at the meeting; and
 - (c) all appointments or elections purporting to have been made at the meeting have been validly made.

18. VOTING RIGHTS OF MEMBERS OF ASSOCIATION

Subject to these rules, each member present in person or by proxy at a general meeting is entitled to a deliberative vote.

19. PROXIES OF MEMBERS OF ASSOCIATION

A member (in this rule called "the appointing member") may appoint in writing another member who is a natural person to be proxy of the appointing member and to attend, and vote on behalf of the appointing member at any general meeting.

20. RULES OF ASSOCIATION

- (1) The Association may alter or rescind these rules or make rules additional to these rules, in accordance with the procedure set out in Sections 17, 18, and 19 of The Act.
- (2) These rules bind every member and the Association to the same extent as if every member and the Association had signed and sealed these rules and agreed to be bound by all their provisions.

21. COMMON SEAL OF ASSOCIATION

- (1) The Association shall have a common seal on which its corporate name shall appear in legible characters.
- (2) The common seal of the Association shall not be used without the express authority of the Board and every use of that common seal shall be recorded in the minute book referred to in rule 17.
- (3) The affixing of the common seal of the Association shall be witnessed by any two (2) of the President, the Secretary and the Treasurer.
- (4) The common seal of the Association shall be kept in the custody of the Secretary or of such other person as the Board from time to time decides.

22. INSPECTION OF RECORDS, ETC. OF ASSOCIATION

VICTORY LIFE KWINANA INC.**11**

A member may at any reasonable time inspect without charge the books, documents, records and securities of the Association.

23. AUDIT

The members of the Annual General Meeting shall each year appoint an auditor to audit the accounts to submit to the Annual General Meeting.

24. DISTRIBUTION OF SURPLUS PROPERTY ON WINDING UP OF ASSOCIATION.

- (1) If, on the winding up of the Association, any property of the Association remains after satisfaction of the debts and liabilities of the Association and the costs, charges, and expenses of that winding up, no part of the said property shall be distributed among the members or former members of the Association. The said property shall be distributed -
 - (a) to another incorporated association having objects similar to those of the Association and which is not carried out for profit or gain to its individual members; or
 - (b) for charitable purposes, which incorporated association or purposes, as the case requires shall be determined by resolution of the members when authorizing and directing the Board under section 33 (3) of the Act to prepare a distribution plan for the distribution of the surplus property of the Association.
- (2) In the event of the winding up or dissolution of the association, the Commissioner of Taxation shall be advised of the date of dissolution within 30 days of the dissolution.



Government of **Western Australia**
Department of **Commerce**

WESTERN AUSTRALIA

Associations Incorporation Act 1987
(Section 9(1))

Registered No: A1019740C

Certificate of Incorporation

This is to certify that

VICTORY KWINANA INC

has this day been incorporated
under the *Associations Incorporation Act 1987*

Dated this twenty fifth day of November 2015

A handwritten signature in black ink, appearing to read 'Guill'.

Commissioner for Consumer Protection



CERTIFICATE

Financial Report

Victory Kwinana Inc.

ABN 50 374 518 821

For the year ended 30 June 2020

Prepared by Dale Smith & Associates Pty Ltd

Contents

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Committee's Report

Victory Kwinana Inc. For the year ended 30 June 2020

Committee's Report

Your committee members submit the financial report of Victory Kwinana Inc. for the financial year ended 30 June 2020.

Committee Members

The names of committee members throughout the year and at the date of this report are:

Committee Member
Nicole O'dea
Sean O'dea
Jenny Whately
Steve Davis
Ruth Smith
Elizabeth Skinner

Principal Activities

The principal activity is a Christian Worship Centre in Kwinana.

Significant Changes

There has been no significant change in activities this year.

Operating Result

The loss after providing for income tax for the financial year amounted to, as per below: (\$2921).

Going Concern

This financial report has been prepared on a going concern basis which contemplates continuity of normal business activities and the realisation of assets and settlement of liabilities in the ordinary course of business. The ability of the association to continue to operate as a going concern is dependent upon the ability of the association to generate sufficient cashflows from operations to meet its liabilities. The members of the association believe that the going concern assumption is appropriate.

Signed in accordance with a resolution of the Members of the Committee on:

(President)

Income and Expenditure Statement

Victory Kwinana Inc.

For the year ended 30 June 2020

	2020	2019
Income		
Donations	71,913	81,513
Total Income	71,913	81,513
Gross Surplus	71,913	81,513
Other Income		
Other Revenue	6,150	24,285
Total Other Income	6,150	24,285
Expenditure		
Motor Vehicles	5,186	992
Travel and Accommodation	-	3,349
Accountancy fees	475	-
Bank Fees	279	576
Childrens Church	60	49
Church Resources	98	129
Cleaning	-	24
Conference Expenses	-	1,173
Consulting fees	3,109	-
Courses and training	1,193	-
Donations Expenses	476	465
Electricity & Gas	738	2,107
Emergency Relief	-	129
Fines/Penalties	150	508
Fuel & Oil	-	1,861
Function Expenses	2,368	1,294
Fundraising Expenses	-	509
General Expenses	968	44,732
Groceries/Kitchen	42	1,521
Hire of Plant & Equipment	532	183
Hospitality	361	3,277
Insurance	992	1,479
Interest Expense	-	-
Light, Power, Heating	2,195	-
Media Resources	-	1,234
Meetings	-	626
Missions Expenses	3,720	4,633
Office Expenses	378	223
Pastoral Care	272	2,482
Pest Control	132	-
Printing & Stationery	-	736
Ps Nicole - FB	1,185	1,620

The accompanying notes form part of these financial statements. These statements should be read in conjunction with the attached compilation report.

Financial Report Victory Kwinana Inc.

Page 5 of 13

Income and Expenditure Statement

	2020	2019
Rates	4,782	-
Rent - Hall	38,336	5,928
Rent - Keisha	530	225
Rent - Sharman Street	1,267	11,224
Repairs and Maintenance	2,200	182
STMI	-	121
Strata / Body Corporate	3,182	-
Subscriptions	500	-
Taxi/Parking	-	1,399
Telephone & Internet	525	3,137
Visiting Ministers Expenses	-	250
Volunteer Expenses	757	487
Wages and Salaries	4,000	-
Youth	-	413
Total Expenditure	80,984	99,276
Current Year Surplus/ (Deficit) Before Income Tax Adjustments	(2,921)	6,522
Current Year Surplus/(Deficit) Before Income Tax	(2,921)	6,522
Net Current Year Surplus After Income Tax	(2,921)	6,522

The accompanying notes form part of these financial statements. These statements should be read in conjunction with the attached compilation report.

Balance Sheet

Victory Kwinana Inc.
As at 30 June 2020

	30 JUN 2020	30 JUN 2019
Assets		
Bank		
Victory Life Kwinana Inc.	3.23	4,590.54
Total Bank	3.23	4,590.54
Total Assets	3.23	4,590.54
Liabilities		
Current Liabilities		
GST	(2,454.39)	(788.00)
Total Current Liabilities	(2,454.39)	(788.00)
Non-current Liabilities		
Loan - DODI	1,853.31	1,853.31
Total Non-current Liabilities	1,853.31	1,853.31
Total Liabilities	(601.08)	1,065.31
Net Assets	604.31	3,525.23
Equity		
Current Year Earnings	(2,920.92)	6,521.99
Retained Earnings	3,525.23	(2,996.76)
Total Equity	604.31	3,525.23

Notes to the Financial Statements

Victory Kwinana Inc.

For the year ended 30 June 2020

1. Summary of Significant Accounting Policies

The financial statements are special purpose financial statements prepared in order to satisfy the financial reporting requirements of the Associations Incorporation Act Western Australia. The committee has determined that the association is not a reporting entity.

The financial statements have been prepared on an accruals basis and are based on historic costs and do not take into account changing money values or, except where stated specifically, current valuations of non-current assets.

The following significant accounting policies, which are consistent with the previous period unless stated otherwise, have been adopted in the preparation of these financial statements.

Income Tax

The association is exempt from income tax.

Property, Plant and Equipment (PPE)

Leasehold improvements and office equipment are carried at cost less, where applicable, any accumulated depreciation.

The depreciable amount of all PPE is depreciated over the useful lives of the assets to the association commencing from the time the asset is held ready for use.

Leasehold improvements are amortised over the shorter of either the unexpired period of the lease or the estimated useful lives of the improvements.

Impairment of Assets

At the end of each reporting period, the committee reviews the carrying amounts of its tangible and intangible assets to determine whether there is any indication that those assets have been impaired. If such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount. Any excess of the asset's carrying amount over its recoverable amount is recognised in the income and expenditure statement.

Employee Provisions

Provision is made for the association's liability for employee benefits arising from services rendered by employees to the end of the reporting period. Employee provisions have been measured at the amounts expected to be paid when the liability is settled.

Provisions

Provisions are recognised when the association has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured at the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Accounts Receivable and Other Debtors

These notes should be read in conjunction with the attached compilation report.

Notes to the Financial Statements

Accounts receivable and other debtors include amounts due from members as well as amounts receivable from donors. 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.

These notes should be read in conjunction with the attached compilation report.

Financial Report Victory Kwinana Inc.

Page 9 of 13

Movements in Equity

Victory Kwinana Inc.

For the year ended 30 June 2020

	2020	2019
Equity		
Opening Balance	3,525	-
Increases		
Profit for the Period	(2,921)	6,522
Retained Earnings	-	(2,997)
Total Increases	(2,921)	3,525
Total Equity	604	3,525

True and Fair Position

Victory Kwinana Inc.

For the year ended 30 June 2020

Annual Statements Give True and Fair View of Financial Position and Performance of the Association

We, Nicole O'Dea, and Sean O'dea, being members of the committee of Victory Kwinana Inc., certify that –

The statements attached to this certificate give a true and fair view of the financial position and performance of Victory Kwinana Inc. during and at the end of the financial year of the association ending on 30 June 2020.

Signed:

Dated: / /

Signed:

Dated: / /

Certificate By Members of the Committee

Victory Kwinana Inc.

For the year ended 30 June 2020

I, Nicole O'Dea of 16 Anglesey Dr, KARDINYA, WA, Australia, 6163 certify that:

1. I attended the annual general meeting of the association held on [/ /].
2. The financial statements for the year ended 30 June 2020 were submitted to the members of the association at its annual general meeting.

Dated: / /

Compilation Report

Victory Kwinana Inc.

For the year ended 30 June 2020

Compilation report to Victory Kwinana Inc..

We have compiled the accompanying special purpose financial statements of Victory Kwinana Inc., which comprise the asset and liabilities statement as at 30 June 2020, income and expenditure statement, the statement of cash flows, a summary of significant accounting policies and other explanatory notes. The specific purpose for which the special purpose financial statements have been prepared is set out in Note 1.

The Responsibility of the Committee Member's

The committee of Victory Kwinana Inc. are solely responsible for the information contained in the special purpose financial statements, the reliability, accuracy and completeness of the information and for the determination that the basis of accounting used is appropriate to meet their needs and for the purpose that financial statements were prepared.

Our Responsibility

On the basis of information provided by the partners we have compiled the accompanying special purpose financial statements in accordance with the basis of accounting as described in Note 1 to the financial statements and APES 315 *Compilation of Financial Information*.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the basis of accounting described in Note 1 to the financial statements. We have complied with the relevant ethical requirements of APES 110 *Code of Ethics for Professional Accountants*.

Assurance Disclaimer

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial statements were compiled exclusively for the benefit of the committee who are responsible for the reliability, accuracy and completeness of the information used to compile them. We do not accept responsibility for the contents of the special purpose financial statements.



Dale Smith & Associates Pty Ltd

Dale Smith

Dated: 30/01/21



Certificate of Insurance

CLASS OF BUSINESS:	FAITH INSURANCE		
POLICY NUMBER:	FIS/46215		
INSURED:	Victory Kwinana Inc		
INSURED ACTIVITIES:	Principally (but not limited to) Churches, missionary organisations (based in Australia), theological colleges, media production and broadcasting, music production and publishing, fundraising, schools and connected businesses including: Home Help, Childcare Centres, Kindergartens, Age Care Centres, Conference Centres, Campsites, Cafes, Social Welfare Activities including but not limited to Books & Opportunity Shops, Social and Sporting Clubs, Counselling and Healing Centres, Halls, Missionary Work (based in Australia), Community Programs, Youth Activities and any other activity incidental thereto.		
PERIOD OF INSURANCE:	11/11/2021 to 11/11/2022		
LIMITS OF LIABILITY:	Public & Products Liability	\$20,000,000	
		Any one OCCURRENCE and in the aggregate in respect of PRODUCT LIABILITY	
	Personal Accident	Capital Benefit	\$100,000
		Weekly Benefit Cat A	\$2,000
		Weekly Benefit Cat B	\$1,000
	Professional Indemnity	Limit any one claim	\$5,000,000
		Aggregate Limit	\$10,000,000
		Retroactive Date	11/11/2011
	Property Insurance	Not Insured	
DEDUCTIBLES:	Public & Products Liability	\$500	
	Molestation & Sexual Abuse	\$5,000	
	Personal Accident	7 Days	
	Professional Indemnity	\$1,000	
	Property Insurance	Not Insured	
POLICY WORDINGS:	Ansvr Public and Products Liability Wording AOSPOLGPL310313 v2.4 Ansvr Personal Accident Wording AUSPOLPA30092015V1 Ansvr Professional Indemnity Wording AUSPOLFIN201506V3 and agreed Endorsements.		
INSURER:	Ansvr Insurance Limited ABN: 21 007 216 506 AFSL: 237826		



Schedule of Insurance

ITEM 1	POLICY NUMBER:	FIS/46215
ITEM 2	INSURED:	Victory Kwinana Inc
ITEM 3	INSURED ACTIVITIES:	Principally (but not limited to) Churches, missionary organisations (based in Australia), theological colleges, media production and broadcasting, music production and publishing, fundraising, schools and connected businesses including: Home Help, Childcare Centres, Kindergartens, Age Care Centres, Conference Centres, Campsites, Cafes, Social Welfare Activities including but not limited to Books & Opportunity Shops, Social and Sporting Clubs, Counselling and Healing Centres, Halls, Missionary Work (based in Australia), Community Programs, Youth Activities and any other activity incidental thereto.
ITEM 4	PERIOD OF INSURANCE:	From: 11/11/2021 To: 11/11/2022 Without tacit renewal both days at 4.00p.m. Australian Eastern Standard Time
ITEM 5	LIMITS OF LIABILITY:	<p>Public & Products Liability</p> <p>LIMITS OF LIABILITY General Liability \$20,000,000</p> <p>In respect of any occurrence or series of occurrences arising out of the one event during the period of insurance.</p> <p>Products Liability \$20,000,000</p> <p>In respect of any one occurrence or series of occurrences arising out of the one event and in aggregate during the period of insurance.</p> <p>Molestation and Sexual Abuse \$5,000,000</p> <p>In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the period of insurance.</p> <p>Counsellor's Liability \$1,000,000</p> <p>In respect of any one occurrence or series of occurrences arising out of one event and in the aggregate during the period of insurance</p> <p>Goods in Care, Custody and Control \$250,000</p> <p>In respect of any one occurrence or series of occurrences arising out of the one event during the period of insurance.</p>

Personal Accident INSURED PERSONS**Category A**

All Ministers, Pastors and Chaplains of the Insured

Category B

All voluntary Workers of the Insured including Youth participating in the Insured's business activities.

SCOPE OF COVER**Category A**

The coverage afforded by this policy shall apply 24 Hours / 7 days per week.

Category B

The coverage afforded by this policy shall only apply

(a) whilst an Insured Person is engaged in voluntary work authorised by and under the control of the insured

(b) youth whilst participating in Youth activities, which form part of the youth program of a Church,

including travel to and from such voluntary work or activities.

SCHEDULE OF BENEFITS

• Capital Benefit	\$100,000
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For person under 18 years of age - Event 1 cover	\$25,000
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• Weekly Benefit (Injury)	
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Category A	\$2,000
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Category B	\$1,000
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Benefit Period	104 Weeks
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Sub-Limits of Liability / Additional Benefits

(Domestic Help, Student Tutorial Benefits, Parent Inconvenience, Non-Medicare Medical Expenses, Home Care Modifications, Funeral Expenses, Out of Pocket Expenses)

Sums Insured as per Ansvar wording.

AGGREGATE LIMIT

• Any One Event	\$1,000,000
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• Aggregate Limit	\$2,000,000
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Management Liability**LIMITS OF LIABILITY**

Insuring Clauses	Limit any one claim	Aggregate Limit	Retroactive Date
Entity Liability	\$5,000,000	\$10,000,000	11/11/2011
Directors & Officers Liability	\$5,000,000	\$10,000,000	11/11/2011
Entity Reimbursement	\$5,000,000	\$10,000,000	11/11/2011
Employment Practices Liability	\$500,000	\$500,000	11/11/2011
Trustees Liability	Not Insured	Not Insured	Not Insured
Statutory Liability	\$500,000	\$500,000	11/11/2011
Internet Liability	\$1,000,000	\$1,000,000	11/11/2011
Entity Crisis Cover	\$100,000	\$100,000	11/11/2011

Policy Aggregate Limit	\$15,000,000
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Professional Indemnity**LIMITS OF LIABILITY**

\$5,000,000 any one claim and \$10,000,000 in the aggregate during the period of insurance

Retroactive Date	11/11/2011
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Property Insurance

Not Insured

ITEM 6**DEDUCTIBLES:****Public & Products Liability**

\$500

Each and every claim or series of claims arising out of each and every occurrence

\$500

Molestation & Sexual Abuse

\$5,000

		Personal Accident	7 Days
		Management Liability	
		Entity Liability	\$1,000
		Directors and Officers Liability	Nil
		Entity Reimbursement	\$1,000
		Employment Practices Liability	\$1,000
		Trustees Liability	N/A
		Statutory Liability	\$250
		Internet Liability	\$1,000
		Entity Crisis Cover	\$1,000
		Professional Indemnity	\$1,000
ITEM 7	AUTOMATIC EXTENSIONS:	Public & Products Liability	
		Sexual Abuse - Included	
		Replacement Wages - \$20,000	
		Contractual Liability - as per wording	
		Trauma Counselling Costs - \$10,000	
		Management Liability	
		Outside Directorships and Run-off cover:	
		Employee and Third Party Fidelity - \$100,000	
		Tax Audit - \$20,000	
ITEM 8	GEOGRAPHIC LIMITS:	As per respective Policy Wordings	
ITEM 9	POLICY WORDINGS:	Ansvar Public and Products Liability Wording AOSPOLGPL310313 v2.4 Ansvar Personal Accident Wording AUSEPOLPA30092015V1 Ansvar Management Liability Wording AUSEPOLML201506V3 Ansvar Professional Indemnity Wording AUSEPOLFIN201506V3	
ITEM 10	ENDORSEMENTS ATTACHED AT INCEPTION:	<u>Management Liability</u> UNAUDITED PREMISES EXCLUSION INTERNAL WEAKNESS EXCLUSION DUAL SIGNATORIES EXCLUSION <u>Public & Products Liability</u> EVENT ENDORSEMENT	
ITEM 11	INSURER	Ansvar Insurance Limited ABN: 21 007 216 506 AFSL: 237826	

The above schedule is only a brief summary of the cover provided by your policy and does not provide full details of policy terms, conditions, exclusions or excesses.

PLEASE READ YOUR POLICY DOCUMENT. Contact our office if there is anything you do not understand or wish to query.

**Insurance Tax Invoice / Receipt****Issued Date:**

11-11-21

This document is your tax invoice for GST purposes**Receipt Number:**

23328044

Victory Kwinana Inc

ABN: N/A

DATE	DESCRIPTION OF SUPPLY	CHARGE	GST	TOTAL
11-11-21	Total Premium	1,860.00	186.00	2,046.00
11-11-21	Stamp Duty	204.60	0.00	204.60
11-11-21	Services Fee	402.00	40.20	442.20
11-11-21	DEFT credit card surcharge (GST Incl) DEFT is a service of Macquarie Bank limited ABN: 46 008 583 543		0.00	
			Total:	\$2,692.80

Faith Insurance (FI) is a registered business name of Edgewise Insurance Brokers Pty Ltd (ACN 120 673 261 AFSL 307654)

675 Victoria Street

ABBOTSFORD VIC 3067



POLICY ENDORSEMENTS

The following Endorsements when applied should be read in conjunction with the relevant Policy Wording/PDS

Management Liability Policy

UNAUDITED PREMISES EXCLUSION

The following is added to 'Exclusions applying to employee fidelity and third party fidelity' section of the policy:
We are not liable to indemnify you, in respect of any Direct Financial Loss or make any payment in connection with any Dishonest Acts arising out of, based upon or attributable to premises that are not audited annually.

INTERNAL WEAKNESS EXCLUSION

The following is added to 'Exclusions applying to employee fidelity and third party fidelity' section of the policy:
We are not liable to indemnify you, in respect of any Direct Financial Loss or make any payment in connection with any Dishonest Acts arising from any weakness identified in an external auditors report to management regarding internal operations.

DUAL SIGNATORIES EXCLUSION

The following is added to 'Exclusions applying to employee fidelity and third party fidelity' section of the policy:
We are not liable to indemnify you, in respect of any Direct Financial Loss or make any payment in connection with any Dishonest Acts arising from the failure of cheques and electronic fund transfers to have two signatories.

Public Liability

EVENT ENDORSEMENT

The General Public and Products Liability policy does not cover any personal injury or property damage arising from any events/festivals held away from your premises and where the expected number of attendees exceeds 1000.

In all other respects the policy remains unaltered.

DATED

2019

VU LE
THI BON LE
(Lessor)

and

VICTORY KWINANA INC.
(ABN 50 374 518 821)
(Lessee)

and

NICOLE O'DEA
SEAN O'DEA
(Guarantors)

LEASE OF SHOP 3/1-3 SUTHERLAND PARADE PARMELIA WA 6167



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REFERENCE SCHEDULE

THIS LEASE is made the _____ day of _____ 2019

BETWEEN

VU LE of 8 Goodwood Way, Canning Vale WA 6155
THI BON LE of 8 Goodwood Way, Canning Vale WA 6155
 (Lessors described in Item 1 in the Reference Schedule)

and

VICTORY KWINANA INC. (ABN 50 374 518 821) of 16 Anglesey Drive, Kardinya WA 6163
 (Lessee/s described in Item 2 in the Reference Schedule)

and

NICOLE O'DEA of 16 Anglesey Drive, Kardinya WA 6163
SEAN O'DEA of 16 Anglesey Drive, Kardinya WA 6163
 (Guarantors)

PART 1 — DEFINITIONS AND INTERPRETATION

1 Definitions

In this Lease the following expressions have the following meanings:

- (a) "Building" means the building in which the Leased Premises are situated, including
 - (i) the land on which the Building is erected;
 - (ii) land, buildings and structures owned or controlled by the Lessor in conjunction with the Building, which is or may in the future be erected or altered;
 - (iii) Lessor's Fixtures, and the Lessor's chattels, plant, equipment, property and amenities.
- (b) "Business day" means any day which is not Saturday, Sunday or a public holiday.
- (c) "Common Areas of the Building" means those portions of the Building which are designed or are permitted by the Lessor for common use by lessees, their employees, customers and the public, including
 - (i) access and egress roads within the Building, car parking areas, elevators, escalators, ramps, stairways, walkways, pathways, corridors;
 - (ii) entrances, exits, forecourts, foyers, pedestrian malls;
 - (iii) toilets, washrooms, recreational areas, storage areas, loading docks.
- (d) "Latent defects", with reference to the Leased Premises or the Building, means any defects which
 - (i) are attributable to defective
 - (A) preparation or remediation of the site on which the Building is erected;
 - (B) supervision of the construction or any installation;
 - (C) design;
 - (D) workmanship;
 - (E) materials;

- (ii) occurred when the Building was erected or is substantially extended or altered;
 - (iii) are not reasonably apparent to a competent professional consultant on a visual inspection of the property; and
 - (iv) are not expressly disclosed by the Lessor to the Lessee before entry into this Lease.
- (e) "Lease" means this document and includes the schedules and annexures to this Lease.
- (f) "Leased Premises" means
- (i) the premises described in **Item 3 in the Reference Schedule** and includes, with reference to those premises
 - (A) the internal surfaces of external walls and of internal structural walls of the Building;
 - (B) the internal surfaces of the ceiling and of concrete or other floors;
 - (C) the central line of partitions separating the Leased Premises from other adjoining premises;
 - (D) the external surfaces of partitions and doors separating the Leased Premises from Common Areas of the Building or from other premises not intended to be leased;
 - (E) the internal surfaces of glass contained in external windows;
 - (F) all internal partitions, divisions, windows and window frames, doors and door frames, which are fully within the Leased Premises;
 - (G) the external surfaces and finishes on walls, floors, ceilings, partitions, doors and windows included in the Leased Premises, including paint, wallpaper and other materials or substances;
 - (ii) the Lessor's Fixtures and any chattels provided by the Lessor for the Lessee within the Leased Premises at any time during the lease term, including those listed in **Item 4 in the Reference Schedule**;
 - (iii) pipes and connections to water, sewerage, electricity, gas, telecommunications, air conditioning and other services and supplies, situated within above or under the Leased Premises which connect those services to the Leased Premises.
- (g) "Lessee" includes
- (i) when an individual, the Lessee's legal personal representatives;
 - (ii) when several individuals, the Lessees jointly and their respective legal personal representatives;
 - (iii) the Lessee's assigns;
 - (iv) when a company or corporation, its successors and assigns.
- (h) Lessee's Fixtures means those fixtures and fittings more particularly described in **Item 12 of the Schedule**;
- (i) "Lessor" includes
- (i) when an individual, the Lessor's legal personal representatives;

- (ii) when several individuals, the Lessors jointly and their respective legal personal representatives;
- (iii) the Lessor's assigns;
- (iv) when a company or corporation, its successors and assigns.
- (j) "Lessor's Fixtures" means all the plant, equipment and chattels which have been or become permanently or securely affixed to the Leased Premises and are the Lessor's property, including the items listed as fixtures in **Item 4 in the Reference Schedule but expressly excluding the Lessee's Fixtures**.
- (k) "Outgoings" means the items set out in clause 10.
- (l) "Reference Schedule" means the Reference Schedule in this Lease.
- (m) "Services" means electricity, gas, water, sewerage, telephone, telecommunication, and any other services provided or available to leased premises in the Building or to Common Areas of the Building by public or local or statutory authorities and the pipes, wires, ducting and other means of providing those services to the Building and to leased premises.
- (n) "Structural repairs" means repairs to the structure of the Building, such as the foundations, floors, walls and load bearing columns.

2 Interpretation

(1) Terms

- (a) Words expressed in the singular include the plural and vice versa.
- (b) Words expressed in one gender include the other genders, as is appropriate in the context.
- (c) The reference to "person" includes a corporation.

(2) Statutes

References to statutes, regulations, ordinances and by-laws when contained in this Lease include amendments, re-enactments or consolidations of any of them.

(3) Covenants implied by statute

Covenants and powers implied by statute are excluded from this Lease, unless any such covenant or power cannot be excluded by force of statute or is expressly incorporated in this Lease.

(4) Joint and several liability

- (a) In the event of there being two or more lessors or two or more lessees under this Lease (including whilst the Lease or the reversion is held by legal personal representatives, successors or assigns) each of them is jointly and severally liable to perform covenants and obligations under this Lease.
- (b) When there are two or more lessors or lessees, any conduct under or in respect of this Lease, including the exercise of any entitlement or taking any action under this Lease or a provision of this Lease, shall be undertaken by all of the lessors or all of the lessees jointly, unless this Lease expressly provides otherwise.

(5) Severance

If any provision contained in this Lease is or becomes legally ineffective, under the general law or by force of legislation, the ineffective provision shall be severed from this Lease which otherwise continues to be valid and operative.

(6) Governing law

This Lease is governed and construed in accordance with the law of the State in **Item 5 in the Reference Schedule**.

(7) Lease comprises entire agreement

It is agreed that this Lease contains the whole of the agreement between the Lessor and the Lessee relating to the Leased Premises.

PART 2 — THE SUBJECT MATTER AND TERM OF THIS LEASE**3 Rights and entitlements granted to Lessee**

The Lessor grants to the Lessee for the duration of this Lease:

- (a) exclusive possession of the Leased Premises;
- (b) use and enjoyment of the Lessor's Fixtures and the chattels listed in **Item 4 in the Reference Schedule**;
- (c) the free and uninterrupted passage of Services to the Leased Premises through Common Areas of the Building or the Building;
- (d) the use of the toilets and washrooms described in **Item 7 in the Reference Schedule** by the Lessee and its employees;
- (e) the entitlement to affix in the position near the main entrance to the Building a name plate of size and style designated by the Lessor describing the Lessee's name, business and premises;
- (f) the entitlement to use the Common Areas of the Building together with other persons authorised by the Lessor, subject to such restrictions as are specified in this Lease.

4 The term of this Lease

The Lessor leases the Leased Premises to the Lessee for the term specified in **Item 8 in the Reference Schedule**.

5 Holding over after expiry of Lease

After the expiry of the term of this Lease, when the Lessee remains in occupation of the Leased Premises with the consent of the Lessor this Lease continues as a monthly tenancy

- (a) commencing on the day immediately following the last day of the term of this Lease;
- (b) the rent being payable monthly in advance, comprising the rent payable immediately before the end of this Lease and the Lessee's contributions to operating expenses, calculated and payable from time to time in accordance with this Lease;
- (c) on the terms contained in this Lease, except those terms which are inapplicable to a monthly tenancy;
- (d) the tenancy being terminable by either party on one month's written notice expiring at any time.

6 Option for renewal

(1) Option to renew

The Lessor gives the Lessee the option to extend this Lease for each period specified in **Item 9 in the Reference Schedule** of this Lease subject to the terms specified in this clause which the Lessee should accept strictly in accordance with the provisions contained in this clause, otherwise this option shall lapse.

(2) Binding Lessor's successors and assigns

This Lease and the option bind the Lessor and the Lessor's successors and assigns being the owners for the time being of the Leased Premises.

(3) Conditions for exercise of option

The Lessee may only exercise the option if

- (a) there is no subsisting breach of any lease covenants by the Lessee at the date of serving notice of exercise of this option and also at the date of expiry of this Lease; and
- (b) the Lessee shall have served on the Lessor notice of exercise of this option no earlier than 6 months and no later than 1 month before the date of expiry of the term of this Lease, as is specified in **Item 9 in the Reference Schedule**.

(4) Conditions of renewal

- (a) The renewal which the Lessee may accept under this clause is for the renewal of this Lease for the further term of years specified in **Item 9 in the Reference Schedule** from the day after the date of expiry of the term of this Lease, containing identical covenants to the covenants of this Lease (except this clause) at a rent which shall be determined in accordance with clause 9.

(5) Payment of rent and outgoings whilst rent is determined

- (a) After exercise of this option, until the rent for the option term is determined, the Lessee will continue to pay the rent and outgoings as and when payable under this Lease as specified in the Reference Schedule.
- (b) The rent during the option term will be reviewed at the times and in the manner set out in Clause 9. Within 14 days after the rent for the option term is determined, the parties will adjust and pay any shortfall or excess in the rent paid from the commencement of the option term up to the last day for rent payment before the rent determination.

(6) Extension of lease for option term

- (a) After the Lessee has effectively exercised this option and the rent for the option term has been determined, the Lessor's solicitor shall submit for execution a lease or a variation or extension of this Lease incorporating the lease conditions for the option term, which shall be executed promptly by the Lessor and by the Lessee.
- (b) The Lessee shall pay the legal costs and disbursements in accordance with clause 12(1).

PART 3 — LESSEE'S FINANCIAL OBLIGATIONS**7 Methods of payments**

The Lessee covenants to pay rent as specified in **Item 10 in the Reference Schedule** and Outgoings as specified in clause 10.1

- (a) without demand by the Lessor;
- (b) by establishing a direct credit facility to the Bank of the Lessor's Agent and by depositing or transferring the payments into the account;
- (c) to, or as directed by, the Lessor, which may be altered by the Lessor from time to time.

8 Abatement of rent and financial obligations**(1) Abatement of Lessee's financial obligations**

If during the continuance of this Lease the Building or the Leased Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible through an event described in clause 8(2), rendering the Leased Premises or any part of it wholly or substantially unfit for the Lessee's use and occupation or inaccessible for a period exceeding seven (7) days, then the Lessee's financial obligations abate in accordance with this clause.

(2) Abating events

This clause applies in case of fire, lightning, storm, flood, earthquake, explosion, malicious damage, war damage, and any other event beyond the Lessee's control.

(3) Lessee's financial obligations

Abatement extends to all the Lessee's financial obligations to the Lessor under this Lease, including rent, rates, outgoings and operating expenses.

(4) Period of abatement

The period of abatement is from the date of the destruction, damage or inaccessibility until the date when the premises are restored and rendered suitable for the Lessee's use and occupation or accessible.

(5) Effect of abatement

During and for the period of abatement the Lessee's liability to pay the whole or proportion of the financial obligations under this Lease, as agreed or determined under clause 8(7), calculated on a daily basis, ceases and abates.

(6) Exception to abatement

The Lessee is not entitled to an abatement of the Lessee's financial obligations under this clause if

- (a) the event resulting in the damage, destruction or inaccessibility is caused or contributed to by the act or negligent omission of the Lessee or the Lessee's employees; or
- (b) the Lessor fails to recover the benefit of any insurance for loss or damage to the Building or the Leased Premises because of any act or omission of the Lessee or the Lessee's employees.

(7) Determination of abatement

- (a) The parties shall endeavour to agree on the commencement and period of abatement of the Lessee's financial obligations, and if the Lessee is able to have partial use and enjoyment of the

Leased Premises, the proportion of the abatement having regard to the nature and extent of the damage to and use of the premises.

- (b) If the parties have any dispute regarding the Lessee's entitlement to an abatement, its period or amount, the dispute shall be determined by a loss assessor
 - (i) who is then a member of the Insurance Council of Australia Ltd and is experienced in assessing premises of the nature of the Leased Premises and is nominated by the President for the time being or senior officer of that Council on the application of either party;
 - (ii) acting as an expert;
 - (iii) who is entitled to accept written submissions and expert reports from either party;
 - (iv) whose costs shall be borne equally by the parties;
 - (v) whose decision is final and binding on the parties.
- (c) If the loss assessor nominated under paragraph (b) fails to proceed or to determine the dispute, either party may seek the nomination of another loss assessor in accordance with paragraph (b).

8A Goods and services tax (GST)

(1) Interpretation

"GST" refers to goods and services tax under A New Tax System (Goods and Services) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.

(2) Rent and other amounts exclusive of GST

It is agreed that rent and all other amounts agreed to be paid by the Lessee to the Lessor, being the consideration for the supply expressed in this Lease, are exclusive of GST.

(3) Lessee's obligation to reimburse Lessor

- (a) In respect of any liability of the Lessor for GST under this Lease, and the renewal or extension of this lease including for rent, rates, outgoings, or any consideration for any other taxable supply; and
- (b) the Lessee covenants to pay to the Lessor, at the same time as any payment is made involving the Lessor in GST liability, the additional amount of GST, together with the payment to which it relates.

(4) Lessor's input tax credits

- (a) The Lessee's liability under (3) is to reimburse the full amount of GST, disregarding and excluding the Lessor's entitlement to input tax credits or other credits or reimbursements for GST.
- (b) Notwithstanding (4)(a) if the Lessor is entitled to an input tax credit in relation to any amount recoverable from the Lessee under (3), the amount payable by the Lessee shall be reduced by the amount of the input tax credit which the Lessor has received or claims and is entitled to receive.

(5) Tax invoice

In respect of each payment by the Lessee under (3), the Lessor agrees to deliver to the Lessee, as required under the GST Act, tax invoices in a form which complies with the GST Act and the regulations, to enable the Lessee to claim input tax credits in respect of the taxable supply.

9 Rent review

(1) Review date

The annual rent shall be reviewed at the dates in **Item 11 in the Reference Schedule** (each called "Review Date") using the method set out below and stated in Item 11.

(2) Method of Rent Review

Fixed increase of 4% on each anniversary of the Lease, commencing on the third year of the Lease.

10 Rates, taxes, and insurance

(1) Lessor's and Lessee's contributions to outgoings

The Lessee shall pay the outgoings specified in clause 10(2) for the term of this Lease as may be assessed or payable by the Landlord in respect of the Leased Premises and apportioned based on the area of the Leased Premises compared to the area of the Building:

- a. Water Drainage and Sewerage Rates
- b. Local Authority Rates including fire services levy
- c. Interest charges on Outstanding Rates and Taxes
- d. Water Consumed Beyond Allowance
- e. Fire Service
- f. Cleaning, including Window and Rubbish Removal
- g. Grounds Repairs and Maintenance
- h. Building Repairs and Maintenance of a Non-Structural Nature
- i. Building Insurance
- j. Plate Glass Insurance
- k. Public Liability Insurance (to a minimum of \$10 million)
- l. Property Management fees
- m. Common area, lighting and power
- n. Security
- o. Toilet Requisites
- p. Hot water systems running and repairs and maintenance
- q. Electricity and gas and telephone services consumed in the Leased Premises
- r. Air-conditioning Running and Repairs and Maintenance
- s. Strata Company Levy
- t. Pest Control
- u. Other operating costs reasonably incurred in the management, operation and maintenance of the building, including but not limited to, audit fees and reports prepared for safety and insurance purposes.

11 Services

(1) Lessee's liability for services and utilities

The Lessee will pay throughout this Lease for any electricity, power, fuel, gas, oil, water, telephone, any additional garbage removal or waste disposal that exceeds those provided by the council and included in the annual statutory rates, and other services or utilities provided by authorities or suppliers to the Leased Premises and charged separately in respect of the Leased Premises, to the supplier of the service or utility.

(2) Installation of meters

The Lessee will, if required by the Lessor or by an authority supplying any such service or utility, permit the installation of meters required to measure the quantity of the service supplied to the Leased Premises.

12 Costs**(1) Costs of preparation of Lease**

The Lessee shall bear the legal costs of the negotiation, preparation, and execution of this Lease.

(2) Future costs for Lease

- (a) The costs and disbursements of any renewal or extension of this Lease shall be paid by the Lessee.
- (b) The legal costs and disbursements of the negotiation, preparation, execution, and registration of any transfer, surrender or amendment of this Lease shall be paid by the Lessee.

(3) Consents, transactions, and default

The Lessee agrees to pay the Lessor's costs, charges, and expenses which are incurred reasonably, properly and in good faith, in connection with

- (a) the obtaining of any consent from the Lessor, and from any headlessor, mortgagee or other person, which is required by the Lessee under this Lease;
- (b) the negotiation and preparation of all documents relating to any consent required by the Lessee, and all costs incurred by the Lessor, and by any other party whose consent is required, whether a consent is given, refused, or the application for consent is withdrawn;
- (c) any breach or default by the Lessee under this Lease;
- (d) the exercise or attempted exercise by the Lessor of any right, power, privilege, authority or remedy, against the Lessee or against any Guarantor, to enforce the Lessee's obligations under this Lease, or to terminate this Lease for the Lessee's breach or default.

(4) Costs on common fund basis

The Lessor's legal and professional costs and disbursements under clause 12(3) shall be charged and allowed on a common fund basis, to provide full indemnity to the Lessor for costs charges and expenses, but the Lessee may challenge the propriety or amount of any item and may require the taxation of a bill of costs.

(5) Lessor's internal costs

The Lessor's costs under clause 12(3) include

- (a) the Lessor's reasonable administrative costs and expenses of considering any application for consent, of considering and managing any breach or default under this Lease and attendances by the Lessor's officers, employees or agents, including attendances on the Lessor's legal advisers and in court;
- (b) the fees of professional consultants reasonably and properly incurred by the Lessor.

(6) Lessee's obligation to pay costs

- (a) The Lessor is entitled to render to the Lessee an itemised statement of any costs charges and expenses for which the Lessee is liable in accordance with clause 12(3) at any time after they have been incurred. In respect of any such statement, the Lessee shall pay the amount claimed, subject to clause 12(4)
 - (i) when the Lessor's consent is provided to the Lessee;
 - (ii) in any other case, within thirty (30) days after service of the statement on the Lessee.
- (b) The Lessee's liability shall incur interest on the basis specified in clause 14 from the thirty first day after the date of service of the statement until the day of payment, calculated on a daily rate.

13 Precluding deduction for set-off or counterclaim

The Lessee expressly agrees to make all payments due under this Lease, including for rent and outgoings, punctually on the date when each payment is due and shall not withhold or be entitled to withhold the whole or part of any such payment by way of deduction, set-off or counterclaim, in respect of any claim for damages or for compensation which the Lessee shall make or has made against the Lessor, until after the Lessor's liability for damages or compensation is determined and the amount due to the Lessee is determined or agreed.

14 Lessee's liabilities for interest on overdue payments**(1) Interest on overdue payments**

In the event of the Lessee being in default for a period of more than fourteen (14) days with the payment of rent, rates, outgoings, costs or any other liability to or on behalf of the Lessor under this Lease, the Lessee is liable to pay additional interest to the Lessor in accordance with this clause.

(2) Computation of interest

Interest is computed

- (a) from the day immediately following the day on which each liability is due for payment, at a yearly rate, until the liability is discharged by payment;
- (b) at the rate of interest indicated in Item 13 in the Reference Schedule;
- (c) in respect of amounts remaining unpaid, the Lessor at its option may capitalise interest calculated up to the end of each calendar month whilst there are outstanding liabilities in accordance with clause 14(1) from the Lessee.

(3) Recovery of interest

The Lessor may demand the payment of interest and take legal action to recover the amount due at any time after not less than fourteen (14) days' notice is given to the Lessee indicating the amount due and its calculation.

PART 4 — USE OF LEASED PREMISES AND BUILDING**15 Use of Leased Premises**

- (1) The Lessee will not use or permit the Leased Premises to be used for any other purpose than that stated in Item 14 in the Reference Schedule.
- (2) **Change of user**

The Lessee may apply to the Lessor for consent to a change of user during the continuance of this Lease which the Lessor shall not unreasonably refuse or withhold if the following conditions precedents are satisfied

- (a) any other use shall be for the range of uses described in **Item 14 in the Reference Schedule**;
- (b) the Lessee first obtains all planning and other approvals to the use of the Leased Premises for that purpose and subsequently complies with the conditions of approval at the Lessee's expense;
- (c) there are no unremedied breaches of the Lessee's obligations under this Lease at the date of the Lessee's application for consent to change of user or whilst that application is considered by the Lessor;
- (d) any other consents which are required to the change of user, by headlessors, mortgagees, Guarantor under this Lease, or others, are obtained before the change of user;
- (e) the execution of a deed in a form reasonably required by and prepared on behalf of the Lessor, by the Lessor, Lessee, and Guarantor;
- (f) the execution by the Lessor and the Lessee of an appropriate instrument varying the lease covenant relating to user, which shall be duly stamped and registered;
- (g) the payment by the Lessee to the Lessor of the Lessor's reasonable costs and disbursements, in accordance with clause 12.

16 Warranties and representations

(1) No warranty of suitability or adequacy

Regarding the present or future suitability or adequacy, for the Lessee's intended use or the business intended to be conducted by the Lessee, of the Leased Premises, the Building or the fixtures, fittings, furnishings, plant, machinery, equipment, services and facilities provided by the Lessor

- (a) the Lessee acknowledges that no promise, representation or warranty was given by or on behalf of the Lessor to or on behalf of the Lessee;
- (b) the Lessor makes no warranty;
- (c) any warranties implied under the general law or by statute are excluded under this Lease and negative to the extent permitted by law.

(2) Lessee's responsibility for approvals

- (a) The Lessee has satisfied itself, before entering into this Lease, regarding the need for the availability and existence of all approvals, consents and licences required for use of the Leased Premises by the Lessee for its business and for the intended and permitted use of the Leased Premises.
- (b) The Lessee has full responsibility, at its expense, to ensure that all approvals, consents and licences required by the Lessee for the conduct of the business and use of the Leased Premises are obtained and maintained throughout the term of this Lease and that all their conditions are observed. The Lessor shall not be liable to the Lessee if such use is now or subsequently becomes non-conforming.

17 Lessee's obligations in respect of hours of operation

(1) Requiring lessee to continue keeping operating hours

The Lessee covenants to keep the Leased Premises open for business and to conduct the Lessee's business throughout the term of this Lease during the hours in **Item 15 in the Reference Schedule**, except

- (a) when the Lessee is prevented from trading in the Leased Premises in circumstances beyond the Lessee's control;
- (b) when the business is closed for annual holidays.

(2) Extended hours

The Lessee may trade in the Leased Premises outside the hours specified in clause 17(1), but only in accordance with any restrictions on trading hours applying generally or specifically to the Leased Premises or to the particular use of the premises.

(3) Closure of building

The Building shall remain open during the hours specified in **Item 15 in the Reference Schedule**.

18 Signs

(1) Sign on exterior of Leased Premises

- (a) Subject to the prior written consent of the Lessor and any relevant authorities, the Lessee may install a sign on the exterior of the Leased Premises
 - (i) limited to the Lessee's trading name, the description of its business and the Lessee's trade mark or insignia;
 - (ii) the size of the sign shall be subject to the written approval of the Lessor;
 - (iii) in a style substantially similar to signs on other leased premises in the Building;
 - (iv) with painted or plastic characters which are not moving, flashing or animated.
- (b) The Lessee shall be responsible for:
 - (i) Ensuring that the erection of any sign has the prior approval of any relevant authorities;
 - (ii) The removal of such signs at the expiration of the lease period on or prior to delivering up possession of the premises and making good of any damage caused by removal.
- (c) Any signs or notices installed by the Lessee shall be maintained by the Lessee in good repair and condition throughout the term of this Lease.

19 Alterations

(1) No alterations to premises

The Lessee shall not

- (a) make or permit to be made any alterations or additions in or to the Leased Premises;

- (b) install, or make any additions or alterations to, any electrical, gas, water, plumbing and other services, fixtures, or appliances, or any other equipment or appliances for heating, cooling, ventilating or air conditioning the Leased Premises;
- (c) mark, paint, damage, deface, drive nails or screws into, any walls, floors, ceilings, partitions, or any wood, stone or metal surface of the Leased Premises or the Building, except in accordance with clause 19(2).

(2) Minor alterations

The Lessee is permitted to drive screws or nails into the walls or floors of the Leased Premises, without the Lessor's consent, but only in order to affix, using as few nails and screws as are reasonably necessary, decoration, paintings, carpets, and equipment used by the Lessee in its business.

20 Compliance with regulations

(1) Lessee's obligation

The Lessee shall at its expense observe and comply with all laws and requirements relating to:

- (a) the Lessee's use and occupation of the Leased Premises for the use permitted in this Lease;
- (b) the Leased Premises and facilities by reason of the number and the sex of the Lessee's employees and other persons working in or entering the Leased Premises;
- (c) the fixtures, fittings, machinery, plant and equipment in the Leased Premises;
- (d) occupational health, safety and environmental matters.

(2) Compliance with notices

The Lessee shall comply with the notices or requirements of the relevant authorities regarding the matters in 20(1), whether given to the Lessor or the Lessee, except to carry out structural alterations to the Leased Premises.

21 Lessee's obligations regarding use of Leased Premises

(1) Prohibitions with reference to use of premises

The Lessee shall not, during the term of this Lease:

- (a) Allow the Leased Premises to be used for any illegal, immoral, noxious, dangerous or offensive purpose, activity or occupation.
- (b) Use or permit any part of the Leased Premises to be used as sleeping quarters or for residence.
- (c) Keep any animals in the Leased Premises.
- (d) Hold or permit any auction or public meeting in the Leased Premises.
- (e) Use or permit the use of any sound producing equipment in the Leased Premises at a volume which may be heard outside the Leased Premises.
- (f) Use the Leased Premises in a noisy or in any other manner which would cause damage, nuisance or disturbance to the Lessor, to other lessees of the Building, or to the owners or occupiers of adjoining properties.
- (g) Trade or display merchandise outside the Leased Premises.

- (h) Use the Leased Premises in an excessively noisy or noxious or offensive manner.
- (i) Use plant or machinery in the Leased Premises so as to constitute a nuisance or disturbance to the Lessor or to other lessees of the Building, due to noise, vibration, odours or otherwise.

(2) Mode of conducting Lessee's business

The Lessee agrees, regarding the conduct of the business in the Leased Premises, throughout the term of this Lease, to conduct the business in an orderly, efficient and reputable manner, consistent with the standard and quality of the Building.

(3) Inflammable substances

The Lessee shall not bring into, store or use in the Leased Premises any inflammable, dangerous or explosive substances

- (a) such as acetylene, industrial alcohol, burning fluids and chemicals, including in heating or lighting the Leased Premises;
- (b) unless the sale or use of such substances constitutes proper conduct of the Lessee's business for the permitted use of the Leased Premises and the particular substances are stored and used only whilst taking all necessary safety precautions and in compliance with all fire and safety regulations relating to such substances.

(4) Cleaning and hygiene

The Lessee agrees to keep the Leased Premises in a reasonably clean condition throughout the term of the lease.

- (a) to have the floor and the interior of the Leased Premises cleaned as frequently as is specified in Item 16 in the Reference Schedule;
- (b) to have the surfaces of windows and the shop front cleaned as frequently as required to maintain them in a clean condition on each business day;
- (c) to have the fittings, equipment and furnishings cleaned as frequently as required to maintain them in a clean condition;
- (d) not allow the accumulation of useless property or rubbish in the Leased Premises.

(5) Disposal of rubbish

- (a) The Lessee shall cause all rubbish accumulated in the Leased Premises to be placed daily in suitable containers provided by the Lessor for the Leased Premises and situated in an area in the Building designated by the Lessor.
- (b) The Lessee will ensure that trade waste or wet refuse is removed from the Leased Premises at least once daily as directed by the Lessor to facilities provided by the Lessor.

(6) Use of toilets and drainage

The Lessee shall

- (a) not use the toilets, sinks, drainage, and plumbing in the Leased Premises or in the Building for purposes other than those for which they were designed;
- (b) not place in any of those facilities rubbish, chemicals, contaminated and other substances, which they are not designed to receive, or which would infringe health or environmental regulations;
- (c) repair any damage caused to any of those facilities by breach of paragraph (a) or (b).

22 Overloading and heavy equipment

(1) Weight and location of heavy equipment

- (a) The Lessor is entitled to specify the maximum weight and the proper location of heavy articles (described in Item 17 in the Reference Schedule) which may be brought into and located in the Leased Premises.

(b) Requirement for Lessor's consent

The Lessee shall not bring into the Leased Premises any heavy equipment, including machinery, plant, safe, furniture or other equipment, unless

- (i) it is reasonably necessary for the conduct of the Lessee's business for the permitted use in the Leased Premises;
- (ii) the Lessee gives at least seven (7) days prior written notice to the Lessor of the intention to bring them into the Leased Premises, a description of the nature, size and weight of each item, and indicating the intended position of each item;
- (iii) the Lessee has obtained the Lessor's prior consent.

(c) Damages

The Lessee is liable to the Lessor for any damage caused to the Leased Premises or the Building consequent on the Lessee moving heavy equipment into the Leased Premises without having complied with the provisions of this clause.

(2) Overloading electrical supply

- (a) The Lessee will not install any electrical equipment which will overload the cables, switchboards and other equipment that supplies electricity to the Building or to the Leased Premises.

(b) Lessee's liability

If any installations by the Lessee result in overloading that equipment, the Lessee is liable

- (i) for the costs of repairing any damage;
- (ii) for ensuring that the Lessor's equipment is repaired and restored to working order;
- (iii) if necessary, to disconnect the Lessee's installations or alter or upgrade the electrical supply system at the Lessee's cost, in order that it will suffice for the additional load imposed by the Lessee's installations.

23 Security and keys

(1) Securing premises

The Lessee shall

- (a) take reasonable action to secure the Leased Premises against unauthorised entry whilst the Leased Premises are unoccupied;
- (b) securely lock and fasten external doors and windows in the Leased Premises whilst the Leased Premises are unoccupied.

(2) Lessee's obligations regarding alarm

The Lessee shall:

- (a) service, maintain and repair when required, any intruder alarm installed in the Leased Premises by the Lessee;
- (b) ensure that any intruder alarm installed by the Lessee is not incompatible with, or does not adversely affect the performance of, any intruder alarm installed by the Lessor;
- (c) allow reasonable access to the Leased Premises to persons nominated by the Lessor, for the purpose of testing, servicing, maintaining and repairing any intruder alarm to the Building or the Leased Premises installed by the Lessor.

(3) Lessor to provide keys and access cards

At the commencement of this Lease, the Lessor shall provide to the Lessee at the Lessor's cost a sufficient number of keys and access cards reasonably required by the Lessee for entry into the Building, the Leased Premises and use of the elevators, including outside normal business hours.

(4) Lessee's obligations regarding keys and access cards

The Lessee shall

- (a) not make or allow to be made any duplicate keys or access cards without notifying the Lessor;
- (b) provide keys and access cards only to the Lessee's employees;
- (c) keep a permanent record of who is provided with keys and access cards, including their issue and return, and allow the Lessor to inspect that record on reasonable notice;
- (d) notify the Lessor promptly if any keys or access cards are reported to the Lessee to have been lost, destroyed or stolen;
- (e) pay the Lessor for the cost of supplying any replacement or additional keys or access cards;
- (f) return to the Lessor all keys and access cards obtained from the Lessor on termination of the Lessee's tenancy of the Leased Premises.

24 Common Areas of the Building**(1) Lessor's rights and obligations relating to Common Areas of the Building**

The Lessee will be permitted gratuitous use of all common areas and in turn will do nothing which will inhibit or prevent the use of these areas by other parties entitled to use such areas.

25 Lessor's obligations relating to lifts and other Facilities**(1) Meaning of Facilities**

In this clause "Facilities" means the plant and equipment for lifts, elevators and escalators (called "lifts"), fire sprinklers and other fire safety and prevention equipment, and car parking, provided by the Lessor in the Building, and includes the plant, machinery and equipment associated with those Facilities.

(2) Lessor's obligations

- (a) The Lessor will maintain throughout this Lease maintenance and service contracts relating to the lifts and fire safety and prevention equipment, with specialist consultants or contractors.

- (b) The Lessor will ensure that the Facilities referred to in paragraph (a) are regularly inspected, serviced and repaired, by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.
- (c) The Lessor shall use its best endeavours to ensure that each of the Facilities is operating and is in working order and available for use, during normal business hours.

(3) Lessee's obligations

The Lessee will ensure that the Lessee's employees shall comply with the Lessor's reasonable instructions regarding the use of the Facilities, and will not interfere with, or allow anything to be done which might impair the efficient operation of any of the Facilities.

(4) Exemption of Lessor's financial responsibility

The Lessor is exempted from any liability to the Lessee for financial loss or inconvenience, including for damages, abatement of rent or for repudiation, and the Lessee is not entitled to terminate this Lease, because

- (a) any of the Facilities is out of order and is not functioning properly or at all;
- (b) any of the Facilities is temporarily stopped or interrupted pending inspection, repair, maintenance, replacement for any other cause beyond the Lessor's control.

PART 5 — REPAIRS, MAINTENANCE AND ALTERATIONS

26 Lessor's repair obligations

(1) Lessor's general obligation

The Lessor shall keep the Building and Services in and to the Building in good repair throughout the term of this Lease.

(2) Lessor's specific obligations

- (a) The Lessor shall maintain the Building in a standard of repair having regard to its standard, quality, nature, character, situation, and age, in keeping with comparable commercial buildings of similar nature and quality.
- (b) The Lessor is responsible, in respect of the Leased Premises, for
 - (i) structural repair;
 - (ii) latent defects; and
 - (iii) fair wear and tear,
 but the Lessor is not required to carry out structural repairs or to remedy latent defects or to remedy fair wear and tear or repairs required as a result of the Lessee's improper use of the premise, except:
 - (iv) when required for the stability or safety of the Leased Premises; or
 - (v) to maintain the reasonable use and enjoyment of the Leased Premises by the Lessee and other lessees of the Building; or
 - (vi) to maintain the Leased Premises in the condition in paragraph 26(2)(b).

27 Lessee's repair obligations**(1) Lessee's general obligation**

The Lessee shall keep the Leased Premises and the Lessor's fixtures and chattels situated in the Leased Premises in good repair and working condition throughout this Lease and shall on expiry or termination of this Lease yield up the Leased Premises to the Lessor in the state of repair and condition as is specified in this clause.

(2) Limiting Lessee's repair obligation

The Lessee is not responsible for

- (a) latent defects;
- (b) structural repairs, unless the need for repair occurred
 - (i) through the conduct or negligence of the Lessee or of persons for whose conduct the Lessee is legally liable;
 - (ii) through the Lessee's use and occupation of the Leased Premises or the use of fixtures, plant, and machinery in the Leased Premises;
- (c) the condition of the Leased Premises at the commencement of this Lease;
- (d) fair, wear and tear since the commencement of this Lease, throughout the term of this Lease;
- (e) repairs required as a result of natural disasters, deliberate damage or accident, such as fire, flood, storm, earthquake, explosion, which are beyond the Lessee's responsibility or control, unless
 - (i) the damage occurred as a result of or was substantially contributed to by the Lessee's negligence;
 - (ii) the Lessor is legally unable to recover from its insurer insurance money for the damage because of some act, neglect, default or misconduct by the Lessee or by other persons for whose conduct the Lessee is responsible.

(3) Lessee's additional specific repair obligations

In addition to the Lessee's obligations under clause 27(1), the Lessee shall throughout the term of this Lease, notwithstanding clause 27(2) (which does not apply to the matters listed in this paragraph), carry out the following repair and maintenance

- (a) promptly repair or replace all broken, cracked or damaged glass in the Leased Premises, with glass of the same or similar gauge and quality, unless the damage was caused by the Lessor or the Lessor's tradespersons;
- (b) promptly repair or replace all damaged, broken or faulty light globes, fluorescent lights, power points, light switches, heating, lighting and electrical appliances, services and wiring in the Leased Premises;
- (c) promptly repair and keep in proper working order and free from blockage plumbing fittings, drains, water pipes, sewerage pipes, toilets and sinks, to the extent to which they are situated in or under the Leased Premises and provide Services or Facilities to the Leased Premises;
- (d) maintain and repair all door and window locks and fittings in the Leased Premises;

- (e) repair any damage or breakage to the Leased Premises, to the Lessor's Fixtures and property in the Leased Premises, and to Services and Facilities in the Leased Premises, caused by lack of care or misuse by the Lessee or by its employees or agents.

(4) Carrying out repairs

When carrying out any repair to the Leased Premises or the Building in accordance with this Lease, the Lessee and Lessor shall ensure that:

- (a) the work is carried out by appropriately licensed and qualified tradespersons;
- (b) the work is carried out promptly;
- (c) the work is completed in high class workmanship and with good quality materials;
- (d) fittings and materials of similar style and quality are used to the items being repaired or replaced;
- (e) the required consent or approval of any statutory authority is obtained to carry out the work and the conditions of approval are observed;
- (f) the work is carried out without creating undue noise, nuisance or interference with the use and enjoyment of adjoining or nearby leased premises.

28 Lessee's obligations to paint

(1) Obligation to paint

The Lessee shall paint the Leased Premises during each period specified in Item 18 in the Reference Schedule.

(2) Quality of painting

- (a) Painting shall be carried out by qualified tradespersons engaged by the Lessee, in good class workmanship and with good quality materials.
- (b) If the Lessee desires to change the colours, patterns, nature, style or quality of the painting or wallpapering, the Lessee shall submit to the Lessor full details of and patterns for the intended changes, for the Lessor's prior written approval, such approval not to be refused unreasonably by the Lessor.

(3) Extent of painting

Painting includes

- (a) painting all painted surfaces, including walls and ceilings, with at least two coats of first quality paint;
- (b) wallpapering where the Leased Premises are wallpapered.

(4) Lessee's failure to paint

If the Lessee fails to paint the Leased Premises in accordance with this clause, the Lessor may give notice to the Lessee requiring it to commence to paint within thirty (30) days, and if the Lessee fails to commence to paint in accordance with that notice, the Lessor may paint the Leased Premises and recover from the Lessee the reasonable cost of the painting.

29 Lessor's rights to inspect Leased Premises

(1) Right of inspection

The Lessor, or persons authorised by the Lessor, may enter the Leased Premises:

- (a) to inspect the condition and state of repair of the Leased Premises, Services and Facilities;
- (b) to ascertain that the Lessee complies with the Lessee's obligations under this Lease.

(2) Prior notice

The Lessor shall exercise its entitlement under clause 29(1)

- (a) not more frequently than twice annually during the lease term;
- (b) at reasonable times during business hours on a Business day;
- (c) after giving not less than seven (7) days prior written notice to the Lessee of the intended time of the inspection, except in an emergency when the Lessor has an additional right to enter the Leased Premises and prior notice is not required before entry.

30 Lessor's rights to repair Leased Premises

(1) Lessor's right of entry

The Lessor and persons authorised by the Lessor, including consultants and contractors, may enter the Leased Premises, together with tools, equipment and materials, and remain on the Leased Premises, at and for such reasonable times as is necessary for the purpose of carrying out repairs and other work, in accordance with this clause.

(2) Notice before entry

Before entering the Leased Premises, the Lessor shall give to the Lessee not less than seven (7) days prior written notice of the intended date and time of entry, its purpose and the likely duration of the intended work, except in an emergency, when prior notice before entry is not required.

(3) Nature of repairs

The Lessor may carry out repairs, including maintenance, installations, alterations, replacement or renewal, in respect of the Building, the Leased Premises, Services and Facilities to or situated in the Leased Premises, in order

- (a) to undertake work which the Lessor is required or desires to carry out in accordance with this Lease;
- (b) to comply with the requirements of any authority;
- (c) to carry out work in conjunction with or to adjoining leased premises or Common Areas of the Building which cannot be reasonably undertaken without access from or through the Leased Premises;
- (d) to undertake work which the Lessee
 - (i) failed to carry out, in breach of its obligations under this Lease, or following notice from the Lessor;
 - (ii) failed to complete in a workmanlike manner;
- (e) to remove unauthorised work, alterations or signs, undertaken or installed by the Lessee in breach of its obligations under this Lease;

- (f) to restore or rebuild the Leased Premises following damage or destruction.

PROVIDED THAT the Lessor must not carry out any such work during class times and must otherwise use its best endeavours to limit any disruption to the Lessee's business conducted from the Leased Premises.

31 Removal of alterations and fixtures

- (1) The Lessee shall unless mutually agreed:

- (a) remove
 - (i) any alterations, additions, fixtures, partitions and fittings made or installed by the Lessee in the Leased Premises during this Lease;
 - (ii) all signs and notices erected or affixed by the Lessee to the Leased Premises and to the Building;
 - (iii) all nails and screws inserted by the Lessee into any part of the Leased Premises;
- (b) reinstate
 - (i) the Leased Premises to their condition before any alterations, additions, installations and partitions were made or installed by the Lessee; and
 - (ii) make good, in a proper and workmanlike manner, any damage caused to the Leased Premises by the installations and their removal.

(2) Period of removal

The Lessee shall comply with the obligations under clause 31(1)

- (a) before the expiry or termination of this Lease;
- (b) if this Lease is terminated suddenly or unexpectedly, by forfeiture, destruction or other event, within fourteen (14) days after the termination of this Lease.

(3) Removal of fixtures

- (a) The Lessee is entitled to remove from the Leased Premises all fixtures installed by the Lessee during the lease term (except fixtures which the parties agreed in writing to become the Lessor's property and not removable by the Lessee).
- (b) The Lessee may remove fixtures during the term of this Lease, during any extension of the term of this Lease, during holding over after the expiration of this Lease, and during the term of a new lease granted to the Lessee, notwithstanding the surrender of this Lease, subject to this clause.
- (c) The Lessee (or the Lessee's successors or assigns) must remove fixtures within the number of days in **Item 19 in the Reference Schedule** after having ceased to occupy the Leased Premises.
- (d) The Lessee covenants to repair any damage caused to the Leased Premises by the removal of fixtures, or becoming apparent on their removal, in a workmanlike manner, so as to restore the Leased Premises to its condition before the installation of those fixtures which are removed.
- (e) Those fixtures which the Lessee does not remove within the period specified in paragraph (c) may at the Lessor's option remain permanently affixed to the Leased Premises and be and remain the property of the Lessor.

(4) Consequences of failure to remove and reinstate

If the Lessee fails to comply with the obligations under clause 31(1) or (3) within the periods in clause 31(2) or (3)(c)

- (a) the Lessor may cause the removal, reinstatement and repairs to be carried out, and the Lessee is responsible for and shall reimburse the Lessor for the Lessor's reasonable costs and expenses;
- (b) if the Lessor incurs further loss in reletting the Leased Premises by reason of the Lessee's failure, the Lessor may recover from the Lessee the loss of rent and operating expenses which would have been received from a prospective Lessee.

PART 6 — INSURANCE, INDEMNITIES, DAMAGE AND DESTRUCTION**32. Lessor's insurances****(1) Lessor's obligation to insure**

The Lessor shall effect and maintain throughout the term of this Lease a comprehensive insurance policy

- (a) for the full insurable and replacement value of the Building and the Lessor's plant, equipment, Facilities and property in the Building;
- (b) including for the costs of demolition, site clearance, removal of debris, professional and other costs of planning and other approvals and for reinstating or replacing the Building, and Services and Facilities to the Building;
- (c) against loss or damage by fire, storm, tempest, earthquake, lightning, explosion, and other risks usually covered under a comprehensive insurance policy for fire and related risks.

(2) Insurer

The Lessor shall effect the insurance under clause 32(1) with an insurer which is respectable, reputable and financially sound.

(3) Premium

The Lessor shall pay punctually the insurance premium to effect and maintain insurance throughout the term of this Lease.

(4) Replacement of property

- (a) In the event of loss or damage to the Lessor's property covered by the insurance under clause 32(1) the Lessor will promptly replace, repair or reinstate the damaged or destroyed property and utilise the insurance proceeds.
- (b) The Lessor is not required to repair, replace or reinstate the Lessor's property, when the following conditions are satisfied
 - (i) the Building has been seriously damaged and is required to be substantially rebuilt or replaced; and
 - (ii) the Lessor is unable:
 - (A) to obtain planning or building consent to a reinstatement of a Building of substantially similar size and lettable space;
 - (B) to obtain consents without the imposition of conditions which would render compliance by the Lessor unreasonable or not financially viable as a property investment;

(C) to reinstate the Building due to circumstances beyond the Lessor's control.

33 Lessee's insurances

(1) Lessee's obligations to insure

The Lessee shall effect from the date that it occupies the Leased Premises and shall maintain throughout the term of this Lease the following insurances:

(a) Public Risk

A public risk insurance policy

- (i) in the form of a standard public risk policy or in the form commonly used by the Lessee's insurer and by some other reputable insurers;
- (ii) in any amount that is reasonable to cover any single event or accident;
 - (A) in the sum in **Item 20 in the Reference Schedule** in respect of any single event or accident;
 - (B) or for such higher amount as the Lessor, acting reasonably and prudently, may require, during any year of the term of this Lease after the first year of the term of this Lease;
- (iii) relating to the Lessee's liability for death, personal injuries and property damage arising from the Lessee's occupancy of the Leased Premises and use of the Building, whilst entering, leaving, using and being in the Leased Premises or any portion of the Building, in circumstances in which the Lessee may incur liability for the injury, loss or damage;
- (iv) and extended to include claims, risks and events covered under indemnities provided by the Lessee to the Lessor under this Lease.

(b) Lessee's property

A comprehensive insurance policy

- (i) against loss or damage by fire, storm, tempest, earthquake, lightning, explosion, burglary and other risks usually covered under a comprehensive insurance policy for fire and related risks.
- (ii) for any damage caused by rain, water, and leaks resulting in interruption to business.

(c) Workers' compensation

A workers' compensation insurance policy, providing unlimited cover in respect of the Lessee's employees for workers' compensation, as required by law and including an extension for common law liability by the Lessee for an amount not less than specified in Item 20 in the Reference Schedule.

(2) Insurer and conditions

(a) Lessor's approval

The Lessee's insurances shall be effected with one or more insurance companies which are

- (i) respectable, reputable and financially sound;

- (ii) approved by the Lessor, and the Lessor's approval shall not be unreasonably withheld.

(b) Joint insurances

The Lessee's insurances relating to public risk, plate glass and the Lessee's property (in order to cover fixtures)

- (i) shall cover the Lessor's and Lessee's interests;
- (ii) and, if requested by the Lessor, shall include the interest of any mortgagee over the Building.

The Lessee shall provide the Certificate of Currency noting the Lessor's interest to the Lessor.

(3) Payment of premium

- (a) The Lessee shall pay punctually when due the insurance premiums and other moneys payable to effect and maintain the insurances required under this clause.
- (b) If the Lessee fails to pay an insurance premium when due, the Lessor may make such payment, which shall become due and payable by the Lessee to the Lessor, together with interest, within seven (7) days after service of written notice by the Lessor on the Lessee requiring payment.

(4) Replacement of property

- (a) In the event of loss or damage to the Lessee's property which is covered by insurance effected by the Lessee, the Lessee will promptly replace, repair or reinstate the damaged or destroyed property, utilising the proceeds from the insurance.
- (b) The Lessee shall pay any additional costs of replacement, repair or reinstatement not covered by the proceeds from the insurance,
- (c) unless the Building is seriously damaged or destroyed and is not repaired or reinstated by the Lessor or this Lease is terminated as a consequence of the damage or destruction.
- (d) In the events under paragraph (c), the proceeds from any insurance effected by the Lessee in respect of damage or loss to the Lessor's property shall be remitted to the Lessor as compensation for its loss.

34 Lessee's conducts relevant to insurance

(1) Compliance with fire safety regulations

- (a) The Lessee agrees to comply with the requirements imposed by the Lessor's insurer for the Building and under fire safety regulations, in respect of the authorised use by the Lessee of the Leased Premises
 - (i) with regard to the installation, repair and maintenance of fire alarms, sprinklers, and fire prevention equipment in the Leased Premises, except those provided by the Lessor at or before the commencement of this Lease;
 - (ii) including in respect of partitions and alterations in the Leased Premises.
- (b) The Lessee is liable to the Lessor for the reasonable cost of installations and equipment, which the Lessor may install in the Leased Premises during this Lease, in order to comply with the requirements under paragraph (a), if the Lessee shall have failed to comply with those obligations in any respect.

35 Lessee's indemnities to Lessor

(1) Indemnities

The Lessee agrees to indemnify the Lessor from and against any liability, loss, damage, expense or claim, which the Lessor may incur, including to a third party, during or after the term of this Lease, in respect of or arising from:

(a) Breach of lease obligations

Loss, damage or injury to property or person occurring within the Building or the Leased Premises, caused or contributed to by the Lessee's failure (including through the Lessee's agents or employees) to comply with the obligations imposed under this Lease.

(b) Misuse of Services or Facilities

The negligent use or misuse by the Lessee (and by its agents or employees) of any Services or Facilities in the Building or in the Leased Premises.

(c) Escape of substances

The overflow, leakage or escape of water, gas, electricity, fire, or other materials or substances in or from the Leased Premises, caused or contributed to by the Lessee's (and its agents' or employees') negligence.

(d) Use of Leased Premises

Loss, damage or injury to property or person, caused or contributed to by the Lessee's negligence, arising out of use of the Leased Premises.

(e) Faulty installations

Loss, damage or injury to property or persons, caused or contributed to by the defective installation of plant, fixtures and equipment in the Leased Premises by or on behalf of the Lessee.

(f) Failure to notify

The Lessee's failure to notify the Lessor regarding any defect in the Facilities or Services in the Leased Premises.

(2) Conditions and limitations

The indemnities under this clause:

- (a) include penalties, fines, legal and other costs incurred by the Lessor;
- (b) do not apply when the loss, damage or injury was caused or substantially contributed to by the wilful or negligent act or omission of the Lessor, its employees or agents;
- (c) do not apply when the Lessor is indemnified for the loss or damage from moneys paid or recovered from insurances effected by the Lessor.

PART 7— ASSIGNMENT AND SUBLETTING**36 Prohibition against assignment, subletting and mortgage over lease**

(1) Prohibition of dealings

During the continuance of this Lease, in respect of whole or part of this Lease or the Leased Premises, the Lessee may not

- (a) assign, transfer, deal with, hold on trust, or grant any interest in, this Lease;
- (b) mortgage, charge or encumber this Lease;
- (c) part with possession of whole or any part of the Leased Premises;
- (d) grant any licence, or share the right of occupation or possession, in respect of whole or part of the Leased Premises;
- (e) grant any franchise or concession over the Lessee's business conducted at the Leased Premises which would entitle any other person to use, occupy or trade from whole or part of the Leased Premises.

(2) Exclusion of Certain Provisions of the Property Law Act 1969 (WA)

Sections 80 and 82 of the Property Law Act 1969 are expressly excluded from this lease.

(3) Consent to assignment

The Lessee may apply to the Lessor for consent to the assignment of this Lease, which shall not be unreasonably withheld if the following conditions precedent are satisfied:

- (a) the Lessee shall make a written application to the Lessor for consent;
- (b) the Lessee shall establish to the reasonable satisfaction of the Lessor that
 - (i) the proposed assignee is respectable, responsible and solvent;
 - (ii) the proposed assignee has adequately performed its obligations as the lessee or former lessee of other business premises;
 - (iii) in respect of the business or profession intended to be conducted by the assignee at the Leased Premises the assignee has sufficient financial resources and business experience to be capable of adequately complying with the Lessee's obligations under this Lease and of efficiently conducting the assignee's business at the Leased Premises;
- (c) the Lessor may request the Lessee to furnish copies of written personal and business references and financial statements relating to the assignee and any proposed new Guarantor, if the Lessor reasonably requires further evidence to determine that the proposed Lessee is respectable, responsible and solvent.
- (d) the Lessee shall have paid to the Lessor all moneys due under this Lease up to the date of the assignment (and, in respect of any liability which cannot be accurately determined, will secure it to the Lessor's reasonable satisfaction at the date of the assignment);
- (e) there are no unremedied breaches of the Lessee's obligations under this Lease at the date of the assignment;
- (f) any other consents which are required to the assignment, by headlessors, mortgagees or others, are obtained before the assignment;

- (g) when the assignee is a company, other than a company whose shares are listed on an Australian Stock Exchange, personal guarantees for performance of lease covenants for the duration of the lease term by the assignee be provided, in a form reasonably acceptable to the Lessor and prepared on behalf of the Lessor at the Lessee's expense, by two of the assignee's directors or principal shareholders chosen by the Lessor;
- (h) the execution by the Lessee and the assignee of a transfer of this Lease, which shall be duly stamped and which the assignee or the assignee's solicitor shall undertake to have registered promptly after completion of the assignment (where required);
- (i) the execution of a deed in a form reasonably required by and prepared on behalf of the Lessor, by the Lessor, Lessee, assignee, continuing Guarantor and new Guarantor, in which
 - (i) the Lessee confirms its liability under this Lease for the balance of the current lease term;
 - (ii) the Lessor is released from liability to the Lessee under this Lease;
 - (iii) the assignee covenants to observe the Lessee's obligations under this Lease during the duration of this Lease;
 - (iv) any continuing Guarantor confirm their consent and continuing liability, unless that is adequately covered in their guarantee;
 - (v) new Guarantor execute guarantees under this Lease for the assignee;
- (i) the payment by the Lessee to the Lessor of the Lessor's reasonable costs and disbursements in accordance with clause 12(3)-(6).

(4) Consent to Sublet

During the continuance of this Lease, in respect of whole or part of this Lease or the Leased Premises, the Lessee may sublet or part with possession of the leased premises provided prior written notice is given to the Lessor no later than 14 days before.

PART 8 — LESSOR'S COVENANTS, OBLIGATIONS AND RESERVATION OF ENTITLEMENTS

37 Lessor's covenants for quiet enjoyment

The Lessor covenants with the Lessee that whilst the Lessee complies with the financial and other obligations under this Lease, the Lessee may occupy and have the use and enjoyment of the Leased Premises for the term of this Lease without interruption or disturbance from the Lessor and other persons lawfully claiming through or under the Lessor.

38 Miscellaneous reservations

(1) Roof, external walls, advertising

The Lessor reserves the exclusive entitlement to use the roofs and external walls of the Building, and the entitlement to erect and display and to authorise the erection and display of advertisements and advertising signs above, on or from the roofs or external walls of the Building, provided it is not a competing business to the tenant.

(2) For sale and for lease signs

The Lessor may install on the external walls of the Building or of the Leased Premises for sale signs if the Building is offered for sale or for lease signs during the last two months of a lease term.

(3) Right to inspect Leased Premises

- (a) The Lessor, its employees, agents and persons authorised by the Lessor, may enter and remain on the Leased Premises, for reasonably short periods of time, for the purpose of inspecting the Leased Premises, with a prospective purchaser or mortgagee of the building or with a prospective lessee of the Leased Premises.
- (b) The right to enter and inspect the Leased Premises shall be exercised
 - (i) during the last two months of the lease term, with prospective lessees;
 - (ii) during two hours in any week, to be nominated by the Lessor, with prospective purchasers or mortgagees of the Building.

(4) Passage of Services

The Lessor reserves the right to maintain Services to the Leased Premises, to any other leased premises in the Building and to the Common Areas of the Building, by having those Services pass through or under the Leased Premises, and to have access to those Services for the purpose of maintenance, repair or replacement, or to provide additional Services for any leased premises or common areas through or under the Leased Premises.

39 Lessor's entitlements to alter Building or common areas**(1) Work in Building**

The Lessor may carry out any building work in the Building, but without that work altering or interfering with the Leased Premises PROVIDED THAT the Lessor uses its best endeavours to limit any disruption to the Lessee's business conducted from the Leased Premises. The Lessor will use its best endeavours to provide the Lessee with seven (7) days prior written notice of any entry to the premises for the purposes of carrying out building work.

(2) Extent of building work

The Lessor is entitled to

- (a) repair, renovate or refurbish the Building and Common Areas of the Building;
- (b) alter the Common Areas of the Building, including their size, nature and arrangement;
- (c) extend or alter the Building;
- (d) add to and alter the car parking facilities, alter their location and the direction and access to those facilities;
- (e) alter the access to the Building or to the Leased Premises, including for pedestrians or for vehicles.

PART 9 — DEFAULT AND TERMINATION**40 Lessee's obligations to yield up Leased Premises**

The Lessee agrees, immediately on the expiry or legally effective termination of this Lease, to yield up possession and control over the Leased Premises to the Lessor, in the condition and state of repair as required under this Lease.

41 Essential terms of lease

It is agreed that the following obligations by the Lessee are essential terms of this Lease:

- (a) the covenant to pay rent throughout the lease term at a date not later than fourteen (14) days after the due date for the payment of each monthly instalment of rent clause 7;
- (b) the covenant to pay outgoings throughout the lease term at a date not later than fourteen (14) days after the due date for the payment of instalments clause 10;
- (c) the covenant dealing with Goods and services tax (GST) clause 8A;
- (d) the covenant dealing with the use of the Leased Premises clause 15;
- (e) the covenant dealing with assignment and subletting clause 36;
- (f) special conditions specified in the Reference Schedule.

42 Lessor's entitlements after Lessee vacates during lease term

(1) Lessor's entitlements

- (a) If the Lessee vacates or abandons the Leased Premises during the lease term in breach of the Lessee's obligations under this Lease, the Lessor may
 - (i) accept the keys to the Leased Premises from the Lessee;
 - (ii) renovate, restore and clean the Leased Premises;
 - (iii) change the locks and secure the Leased Premises;
 - (iv) permit prospective tenants to inspect the Leased Premises;
- (b) take any action in paragraph (a) without the Lessor's conduct constituting:
 - (i) a re-entry or termination of this Lease;
 - (ii) the acceptance of a surrender of this Lease.

43 Power of attorney by Lessee to Lessor

(1) Appointment

The Lessee appoints the Lessor (and its successors and assigns, being the owner of the property for the time being) the Lessee's attorney with the powers contained in this clause.

(2) Irrevocable power

This power of attorney is

- (a) irrevocable by the Lessee,
- (b) granted by the Lessee for valuable consideration (the grant of this Lease by the Lessor), to secure the performance of the Lessee's obligations and the Lessor's proprietary interest over the Leased Premises.

(3) Extent of power

The Lessor as the Lessee's attorney and in the name and on behalf of the Lessee may

- (a) remove from the Leased Premises, store and sell, any plant, equipment, chattels and other property left on the Leased Premises by the Lessee, after the Lessee has vacated the premises and this Lease is terminated or has expired;
 - (b) surrender this Lease, after
 - (i) the Lessor has become entitled to terminate this Lease; and
 - (ii) the Lessee vacates or abandons the Leased Premises; or
 - (iii) the Lessor terminates this Lease by serving notice of termination;
 - (c) withdraw any caveat lodged by the Lessee in respect of this Lease, after the Lessor effectively terminates this Lease.
- (4) The Lessor may
- (a) act as attorney under this clause during the continuance of this Lease and during the period of the number of months in **Item 21 in the Reference Schedule** after the termination of this Lease;
 - (b) register this Lease (or lease provision) as a power of attorney, at any time including after the termination of this Lease, if that is required for the exercise of any power;
 - (d) ratify and confirm any power when exercised under this clause, as attorney and agent for the Lessee.

44 Waiver

(1) Demand and acceptance of rent and other financial obligations

After the Lessee is in default or breach under this Lease, including in breach of an essential term of this Lease, the demand or acceptance from the Lessee by the Lessor of arrears or of any late payment of rent, rates, taxes, outgoings, operating expenses, or other financial obligations does not

- (a) preclude the Lessor from exercising any rights or remedies under this Lease, including enforcing or terminating this Lease;
- (b) constitute a waiver of the essentiality of the Lessee's obligation to make those payments;
- (c) waive the Lessee's continuing obligation to make those payments during the lease term.

45 Termination after damage to or destruction of Building

(1) Lessor's entitlement to terminate lease

- (a) The Lessor may terminate this Lease when the Building is seriously damaged by fire, storm, tempest, earthquake, lightning, explosion, or other similar event, in any of the following circumstances:
 - (i) when the Building is required to be demolished and wholly replaced;
 - (ii) when the serious damage or destruction extends to more than fifty per cent (50%) of the Building, including the Leased Premises;
 - (iii) when the Lessor is not required to repair, replace or reinstate the Building under this Lease;
 - (iv) when the Building cannot be repaired or reinstated by the Lessor, acting reasonably and promptly, within the number of months in **Item 22 in the Reference Schedule** after the damage;

- (v) when the Leased Premises are incapable of being used and occupied due to the damage and this Lease expires, with no option for renewal, within the number of months in specified in item 22 (ii) in the Reference Schedule after the date when the damage occurs.
- (b) In any of the circumstances specified in paragraph (a) the Lessor may give written notice at any time terminating this Lease on one month's notice.

(2) Lessee's entitlement to terminate Lease

- (a) The Lessee may terminate this Lease when the Leased Premises are seriously damaged by fire, storm, tempest, earthquake, lightning, explosion, or other similar event, or the Leased Premises are rendered incapable of being used and occupied as a consequence of serious damage to the Building from such an event, in any of the following circumstances:
 - (i) when the Lessor takes no action to repair or reinstate the Leased Premises for a consecutive period of the number of weeks in Item 22 in the Reference Schedule, at any time after the date of the damage;
 - (ii) when the Leased Premises will not be capable of being used and occupied for a period in excess of the number of months in Item 22 in the Reference Schedule from the date of the damage.
- (b) In any of the circumstances specified in paragraph (a), the Lessee may give one month's written notice terminating this Lease.

46 Termination of Lease for default

(1) Default

Each of the following constitutes a default by the Lessee under this Lease

- (a) the failure to pay to the Lessor rent or comply with any other financial obligation under this Lease, including the payment of outgoings, for a period in excess of fourteen (14) days after the due date for payment, whether a formal demand for payment has or has not been made;
- (b) the failure to comply with an essential term of this Lease;
- (c) any serious, persistent and continuing breach by the Lessee of its covenants and obligations under this Lease.

(2) Termination after default

The Lessor may terminate this Lease, after a default by the Lessee in accordance with clause 46(1), and continuance of the default, after the Lessor shall have served a legally effective notice of breach of covenant requiring the lessee to remedy that breach within seven (7) days by

- (a) re-entering and taking possession of the Leased Premises, using reasonable force to secure possession;
- (b) serving on the Lessee written notice terminating this Lease;
- (c) instituting proceedings for possession against the Lessee;
- (d) taking the actions in both (a) and (b) or in (b) and (c).

47 Lessor's entitlements to damages**(1) Damages for breach or for repudiation**

- (a) In the event that the Lessee's conduct (whether acts or omissions) constitutes
- (i) a repudiation of this Lease (or of the Lessee's obligations under this Lease);
 - (ii) a breach of any Lease covenants;
 - (iii) a breach of an essential term of this Lease;
- the Lessee covenants to compensate the Lessor for the loss or damage suffered by the Lessor as a consequence of the repudiation or breach, whether this Lease is or is not terminated for the repudiation, breach or on any other ground.
- (b) The Lessor's entitlement to damages is in addition to any other remedy or entitlement, including termination of this Lease.
- (c) The Lessor is entitled to recover damages against the Lessee in respect of the repudiation or breach of covenant or essential term for the loss suffered by the Lessor during the term of this Lease, including the periods before and after termination of this Lease.
- (d) The Lessor's entitlement to recover damages is not affected or limited by any of the following:
- (i) if the Lessee abandons or vacates the Leased Premises;
 - (ii) if the Lessor elects to re-enter or to terminate the Lease;
 - (iii) if the Lessor accepts the Lessee's repudiation;
 - (iv) if the parties' conduct constitutes a surrender by operation of law.

(2) Additional entitlements of Lessor

The Lessor's entitlement to damages is in addition to

- (a) the entitlement to recover rent, rates, taxes, outgoings and operating expenses until the date of expiry or termination of this Lease;
- (b) interest on late payments in accordance with this Lease;
- (c) costs of any breach or default, including the costs of termination.

48 Removal of Lessee's property**(1) Lessee's obligation to remove property**

- (a) The Lessee shall remove all its property, including furniture, plant, equipment and stock in trade, from the Leased Premises, before the expiry or termination of this Lease or, if it is terminated by the Lessor, within seven (7) days after this Lease is terminated.
- (b) After the Lessor terminates this Lease, the Lessee and its employees and agents may have access to the Leased Premises, whilst the Lessor has possession and control over those premises, for the next seven (7) days (excluding Sundays and public holidays), between 8am and 5pm, for the purposes of removing the Lessee's property and cleaning, repairing or restoring the Leased Premises.

- (c) The Lessee shall not cause any damage to the Building or to the Leased Premises whilst removing its property, shall leave the Leased Premises clean and tidy after the removal and shall be liable for the cost of repair of the damage caused by or during the removal.

(2) Lessee's failure to remove property

- (a) If the Lessee fails to remove any of its property from the Leased Premises, the Lessor may
 - (i) have that property removed from the Leased Premises and stored, using reasonable care in removing and storing the property, but being exempted from any liability to the Lessee for loss or damage to any of its property through the negligence of the Lessor, its employees or agents;
 - (ii) sell or otherwise dispose of all or any of the Lessee's property, with or without removing them from the Leased Premises, in the name of and as agent for the Lessee.
- (b) In respect of all or any of the Lessee's property which the Lessee has failed to remove from the Leased Premises,
 - (i) the Lessee is deemed to have abandoned the property and title to it and the Lessor at its option acquires title to that property through abandonment.
 - (ii) The Lessor is not obliged to account to the Lessee for the value of any property whose title vests in the Lessor by abandonment, provided the Lessor gives the Lessee fourteen (14) days notice.
 - (iii) Notwithstanding paragraph (ii) if the Lessee is able to establish that the reasonable market value of the property abandoned to the Lessor exceeds the amount in Item 23 in the Reference Schedule, the Lessee is entitled to require the Lessor to account to the Lessee for the balance of its value exceeding that amount and the Lessor may offset that balance against any amount due from the Lessee for rent or damages.

(3) Lessee's responsibility for damages and costs

The Lessee is responsible for and indemnifies the Lessor in respect of:

- (a) any loss or damage caused by the Lessee, its employees or agents during the removal of the Lessee's property from the Leased Premises;
- (b) the costs of removal, storage and sale of any of the Lessee's property.

PART 10 — MISCELLANEOUS

49 Service of notices

(1) Notice

Any notice, document or demand (called "notice") under this Lease shall be served in accordance with this clause.

(2) Signature of notice

The notice shall be in writing, signed by the party giving it, or by the party's duly authorised officer (if a corporation), agent or solicitor.

(3) Service of notice

A notice may be served on a party to this Lease, including their successors, assigns, and Guarantor

- (a) by personal delivery to that party or if more persons than one are lessors or lessees to any one of them;
- (b) by delivering the notice to the Leased Premises and leaving it with an employee of the Lessee;
- (c) by delivering the notice to the Lessor's business address and leaving it with an employee of the Lessor;
- (d) by sending it, addressed to the party at that party's address, by prepaid security post or certified post;
- (e) by emailing the notice to that party or if more persons than one are lessors or lessees to any one of them;
- (f) if the Lessor maintains a centre manager's or administrator's office in the Building, by delivering any notice addressed to the Lessor to that office whilst it is open and leaving it with a person working in that office.

(4) Time of service

A notice is considered to have been served:

- (a) at the time of delivery; or
- (b) on the third Business day after the day on which it is posted, the first Business day being the day of posting.

Whichever is earlier.

50 Security Bond

- (1) On or before the Commencement Date, the Lessee must deliver the security bond to the Lessor by way of a bank cheque or electronic funds transfer for the amount stated in **Item 24 of the Reference Schedule**.
- (2) If the Lessee does not comply with any of its obligations under this Lease (including any extension or holding over), whether this Lease is registered or not, the Lessor may apply the security bond at any time to satisfy any monies owing by the Lessee to the Lessor.
- (3) The Lessor's entitlement to apply the security bond to outstanding monies shall not prejudice its right to sue for and recover damages from the Lessee in respect of any breach by the Lessee of the Lease covenants.
- (4) If the Lessee continues to occupy the premises after the Lessor has applied the security bond to satisfy any monies owed by the Lessee, the Lessee must deliver to the Lessor an amount equal to the amount stated in Item 25 of the First Schedule to be held as a security bond no later than 7 days after the Lessor gives the Lessee a notice requiring a replacement security bond.
- (5) If the Lessee has fully complied with all its obligations under this Lease (including any extension or holding over) and there is no money owing to the Lessor, the Lessor must return the security bond together with all interest earned to the Lessee no later than 30 days after the later of the following:
 - (a) the end of the lease; or
 - (b) the Lessee vacating the premises.
- (6) The Lessor is entitled to retain some, or all, of the security bond to satisfy the Lessor's loss in the following situations:
 - a. Rent arrears;

- b. Damage to the premises or common areas;
 - c. Loss or damage to the Lessor's fixtures;
 - d. Loss caused by the abandonment of the premises by the Lessees; and
 - e. Any charges payable by the Lessee for which the Lessor may be liable.
- (8) The Lessor must notify the Lessee in writing of its intention to retain some or all of the security bond and state the purpose for which the security bond is retained. In the event that the Lessee disputes the Lessor's entitlement to retain some or all of the security bond, the Lessee must inform the Lessor in writing no later than 7 days after receiving notice of the Lessor's intention to retain the security bond. The parties shall then negotiate in good faith to reach an agreement as to the amount that should be retained by the Lessor.

51 Guarantee and indemnity

(1) Guarantor's obligations

In consideration of the Lessor entering into this Lease at the Guarantor's request, the Guarantor in **Item 25 in the Reference Schedule**:

- (a) unconditionally and irrevocably guarantees to the Lessor the due and punctual payment by the Lessee to the Lessor of all amounts payable by the Lessee under this Lease and the due compliance by the Lessee with all the Lessee's other obligations under this Lease; and
- (b) as separate undertakings:
 - (i) unconditionally and irrevocably agrees to indemnify the Lessor against all loss, liability, cost or expense incurred or suffered by the Lessor arising from or in connection with any Event of Default or as a consequence of a disclaimer of the Lease by a liquidator, administrator or trustee of the Lessee; and
 - (ii) as principal debtor agrees to pay to the Lessor on demand a sum equal to the amount of any loss, liability, cost or expense described in paragraph (b) (i).

(2) Duration and application

This guarantee and indemnity:

- (a) continues in full force and effect until the Lessee has complied with all the Lessee's obligations under this Lease and while the Lessee:
 - (i) occupies or is entitled to occupy the Leased Premises under this Lease or any other form of tenancy or right of occupation or as a trespasser or other unauthorised occupier;
 - (ii) holds an equitable interest in the Leased Premises under an agreement for lease or as a periodical tenant;
- (b) extends to all extensions of this Lease and any new lease of the Leased Premises; and
- (c) extends to claims by the Lessor for loss or damage arising from the repudiation of this Lease or breaches of the terms of this Lease by the Lessee, including the Lessor re-entering the Leased Premises or terminating this Lease.

(3) Waiver

The Guarantor waives:

- (a) all the Guarantor's rights as a surety in respect of this guarantee and indemnity; and
- (b) any right the Guarantor may have of first requiring the Lessor to commence proceedings or enforce its rights against the Lessee before claiming under this guarantee and indemnity.

(4) No prejudice to rights

The liability of the Guarantor and the rights of the Lessor under this clause are not prejudiced or otherwise affected by anything which might otherwise affect them in law or in equity, including one or more of the following:

- (a) the Lessor granting time or other indulgence to or compromising with or partially releasing in any way the Lessee or the Guarantor;
- (b) acquiescence, delay, acts or omissions on the part of the Lessor;
- (c) a variation of this Lease with or without the consent of the Guarantor;
- (d) the death, dissolution or other incapacity of the Lessee or a Guarantor;
- (e) an Insolvency Event occurs with respect to the Lessee or the Guarantor;
- (f) the fact that a Guarantor may never execute this Lease or that the execution of this Lease by a Guarantor is void or voidable;
- (g) the invalidity or unenforceability of an obligation or liability of the Lessee under this Lease;
- (h) the disclaimer of this Lease by a liquidator, administrator or trustee of the Lessee; or
- (i) the Landlord releasing, disposing of or dealing in any other way with any other Security Interest the Landlord may hold given by the Lessee or any other Guarantor.

(5) Restriction on Guarantor's claims

The Guarantor may not, without the prior written consent of the Lessor:

- (a) raise a set-off or counterclaim available to the Guarantor against the Lessee in reduction of its liability under this clause;
- (b) prove or claim in any bankruptcy, liquidation, composition, arrangement or assignment of or in relation to the Lessee until the Lessor has received 100 cents in the \$ in respect of the money owing by the Lessee under this Lease; and the Guarantor holds in trust for the Lessor any proof or claim and any dividend received by the Guarantor; or
- (c) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any other security held by the Lessor in connection with this Lease.

(6) Lessor's rights

If a claim that a payment to the Lessor in connection with this Lease is void or voidable under laws relating to insolvency or protection of creditors is upheld, conceded or compromised, the Lessor is immediately entitled as against the Guarantor to the rights to which the Lessor would have been entitled under this clause 24 if all or part of the payment had not been made.

(7) Costs and expenses

The Guarantor agrees to pay to the Lessor on demand the Lessor's costs and expenses, including legal costs and expenses relating to any action in connection with this guarantee and indemnity, including its enforcement.

(8) Assignment of benefit of this Lease

If the benefit of this Lease is transferred or assigned by the Lessor to any person, the benefit of this guarantee and indemnity extends to and is to be taken to be assigned to the transferee or assignee.

(9) "Lease"

A reference in this clause 51 to "Lease" includes a reference to any tenancy or other rights whether legal or equitable under which the Lessee occupies or is entitled to occupy the Leased Premises, including a tenancy for a fixed term, a periodic tenancy or a tenancy at will.

REFERENCE SCHEDULE

Item 1	<u>Lessor:</u> VU LE of 8 Goodwood Way, Canning Vale WA 6155 and THI BON LE of 8 Goodwood Way, Canning Vale WA 6155.
Item 2	<u>Lessee:</u> VICTORY KWINANA INC. (ABN 50 374 518 821) of 16 Anglesey Drive, Kardinya WA 6163
Item 3	<u>Description of Leased Premises:</u> Shop 3/1-3 Sutherland Parade Parmelia Western Australia 6167 particularly described as being part of Lot 3 on Strata Plan 28860 comprised in Certificate of Title Volume 2040 Folio 993 and having an area of approximately 308 square metres.
Item 4 (cl 1 and cl 3(b))	<u>Inclusions in Leased Premises —</u> <u>Lessor's Fixtures & Chattels:</u> Reversible air-conditioning units.
Item 5 (cl 2(6))	<u>Law of State governing this Lease:</u> State of Western Australia.
Item 6 (cl 3)	<u>Lease term:</u> As per Item 8 <u>Rent review:</u> As per Item 11 <u>Review Dates:</u> As per Item 11
Item 7 (cl 3(d))	The number of toilets and washrooms within the Leased Premises
Item 8 (cl 4)	<u>Lease term:</u> 60 months <u>Commencement date:</u> 1 July 2019 <u>Last day of lease term:</u> 30 June 2024
Item 9 (cl 6)	<u>Option for renewal:</u> 1 option for a further term of Five (5) years commencing 1 July 2024 and expiring 30 June 2029.
Item 10 (cl 7)	<u>Rent:</u> \$44,200.00 plus GST plus outgoings per annum payable in equal consecutive monthly installments in advance of \$3,684.00 plus GST plus outgoings. <u>First payment:</u> the first month rental to be paid by the Lessee to the Lessor immediately upon the date of signing of this Agreement. <u>Subsequent payment:</u> on the 1 st day of each calendar month beginning the 1 st August 2019.
Item 11 (cl 9)	<u>Rent Review:</u>

Net Annual Rent in Item 10 remains unchanged.

Review Dates:

CPI (Perth) Rent Review Dates:

During the Term: 1 July 2021
1 July 2022
1 July 2023

During the Further Term: 1 July 2025
1 July 2026
1 July 2027
1 July 2028

Market Rent Review at exercise of option on

1 July 2024

Item 12 (cl 10 and cl 7)

Outgoings: The Lessee shall pay all Statutory and Variable outgoings applicable to the premises from and including the lease commencement date.

Variable estimated outgoings: \$20,400 per annum inclusive GST.

Item 13 (cl 14)

Rate of interest (cl 14(2) (b)): 15% per annum

Item 14 (cl 15)

Use of Leased Premises: Church or Teaching Facility

Item 15 (cl 17)

Leased Premises required to be kept open and trading during the following hours —

Usual hours for the business permitted to be on the business

Item 16 (cl 21)

Frequency of cleaning floor and interior of Leased Premises: as frequently as required to maintain them in a clean condition.

Item 17 (cl 22)

Not applicable

Item 18 (cl 28)

Painting of Leased Premises during each of the following periods (cl 28(1)): once during the last six months of the extended term and any renewal thereof, or otherwise as agreed between the Lessor and Lessee in writing.

Item 19 (cl 31)

Removal of fixtures: Not more than 2 days after Lessee ceased to occupy Leased Premises

Item 20 (cl 33)

Insurance: see cl 32 and cl 33

Amount of initial public risk cover (cl 33(1) (a) (ii) (A)): 20 million Dollars

Extension of workers' compensation for common law liability: Amount not less than: 5 million Dollars

Item 21 (cl 43)

Duration of power of attorney after termination of Lease: 12 months

Item 22 (cl 45)

Lessor's entitlement to terminate Lease, when Building seriously damaged and cannot be repaired or reinstated within following period: 6 months

Lessee's entitlement to terminate Lease: When Leased Premises seriously damaged and

(i) Lessor takes no action to repair or reinstate for 4 weeks after damage;

(ii) Leased Premises will not be capable of being used and occupied for period in excess of 6 months.

Item 23 (cl 48)

Reasonable market value of property abandoned by Lessee, exceeding: Fifty Thousand Dollars (\$50,000).

Item 24 (cl 50)

Security Bond: One (1) month's rent, estimated to be \$3,684 plus GST.

Item 25 (cl 51)

Guarantors:

Name: Nicole O'Dea

Address: 16 Anglesey Drive, Kardinya WA

Name: Sean O'Dea

Address: 16 Anglesey Drive, Kardinya WA

Special Conditions

(1) The Lessee shall provide a bond to the Lessor in the amount of **\$3,684 plus GST**, being equivalent to 1 month's rental payments. The security bond must be deposited by the Lessee to the Lessor within 7 days from the date of signing of this Agreement.

(2) The Lessee shall establish a direct credit facility to the Bank of the Lessor within 7 days of the commencement date of this Lease.

(3) The Lease shall solely liable for all miniatous costs and requirements for the air-conditioning in the premises.

(4) The Lessee agrees to the following:

i. Lease preparation fees of \$2,200 exclusive GST; and

ii. Credit Checks - \$160 x number of persons on lease.

(5) The parties acknowledge that:

i. All partitions will be installed at the cost of the Lessee.

ii. At the end of the term of this Lease, the Lessee will be required to remove all partitions which has been installed by the Lessee and make good of the Premises.

EXECUTION

DULY EXECUTED as at the date of this Deed.

LESSORS' EXECUTION


Executed by Vu LE in the presence of:


Signature of witness

Thi Ong
Name of witness (block letters)

10 Albatross Loop, Bennett Springs
Address of witness

HOME DUTIES
Occupation of witness


Signature of Vu LE

Executed by Thi Bon LE in the presence of:


Signature of witness

Thi Ong
Name of witness (block letters)


10 Albatross Loop, Bennett Springs
Address of witness


Home Duties
Occupation of witness

BOM
Signature of Thi Bon LE

LESSEE'S EXECUTION

Signed for and on behalf VICTORY)
 KWINANA INC (ABN 50 374 518 821) by)
 authority of its Directors in accordance with)
 section 127 of the Corporations Act)


 Signature of Nicole O'Dea
 Director


 Name

25-8-19
 Date


 Signature of Sean O'Dea
 Director

SEAN O'DEA
 Name

25-8-19
 Date

EXECUTION BY GUARANTORS

Signed by Nicole O'Dea in the presence of:

.....
 Signature of witness

ALISON ROWE
 Name of witness (block letters)

23/27 PRISK ST. KARRINYUP 6018
 Address of witness

TREASURER
 Occupation of witness

.....
 Signature of Nicole O'Dea

Signed by SEAN O'Dea in the presence of:

.....
 Signature of witness

ALISON ROWE
 Name of witness (block letters)

23/27 PRISK ST. KARRINYUP 6018
 Address of witness

TREASURER
 Occupation of witness

.....
 Signature of Sean O'Dea

16 REPORTS – NATURAL ENVIRONMENT

Nil

17 REPORTS – BUILT INFRASTRUCTURE**17.1 PROPOSED ROAD NAMES FOR LOT 9011-9013, 1199 & LOT 3 THOMAS ROAD, CASUARINA****SUMMARY**

Aigle Royal, the developer of Lot 9011-9013, 1199 & Lot 3 Thomas Road, Casuarina, has submitted details of a proposed road name for new roads being constructed as part of their development, as indicated in Attachment A. Aigle Royal is now seeking Council support for the proposed road names, in order to present the road names to the Geographic Names Committee. In addition, Aigle Royal is seeking support for alternative road names, as shown in Attachment B.

Geographic Names has granted 'in principle approval' for the use of these road names, via passing preliminary validation on their 'request road name' web page. The listed alternative road names will be used as a substitute if the proposed road names are not approved by Geographic Names. The naming theme for the minor roads in this subdivision is 'Local Fauna' and for the major roads, they have adopted marketplace theme which relate to the shopping precinct they are developing.

The information regarding the origin of the proposed road names is contained in Attachment B.

OFFICER RECOMMENDATION

That Council approve the following road names for use within Lot 9011-9013, 1199 & Lot 3 Thomas Road, Casuarina, as shown in Attachment A.

Proposed Names:
Central Avenue
Market Street
Eagle Street

Alternative Names:
Primary
Landings
Discovery

DISCUSSION

Before the developer of a subdivision can lodge survey diagrams for clearance, all road names need to be approved and indicated on the survey diagram. The process for naming roads must adhere to the Geographic Names Committee guidelines to ensure no duplication of road names occurs within the surrounding areas.

Geographic Names has granted 'in principle approval' for the use of these road names via passing preliminary validation on Landgate's 'request road name' web page. The naming theme for the minor roads in this subdivision is 'Local Fauna' and for the major roads, they have adopted marketplace theme which relate to the shopping precinct they are developing.

Three road names are proposed as alternative road names for use in the event that the proposed names are not approved by the Geographic Names formal approval process. The origin information for these road names can be found in Attachment B.

The proposed road names for Lot 9011-9013, 1199 & Lot 3 Thomas Road, Casuarina are:

Proposed Names:	Alternative Names:
Central Avenue	Primary
Market Street	Landings
Eagle Street	Discovery

STRATEGIC IMPLICATIONS

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

SOCIAL IMPLICATIONS

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

LEGAL/POLICY IMPLICATIONS

No legal/policy implications have been identified as a result of this report or recommendation.

FINANCIAL/BUDGET IMPLICATIONS

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

ASSET MANAGEMENT IMPLICATIONS

No asset management implications have been identified as a result of this report or recommendation.

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

No environmental or public health implications have been identified as a result of this report or recommendation.

COMMUNITY ENGAGEMENT

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

ATTACHMENTS

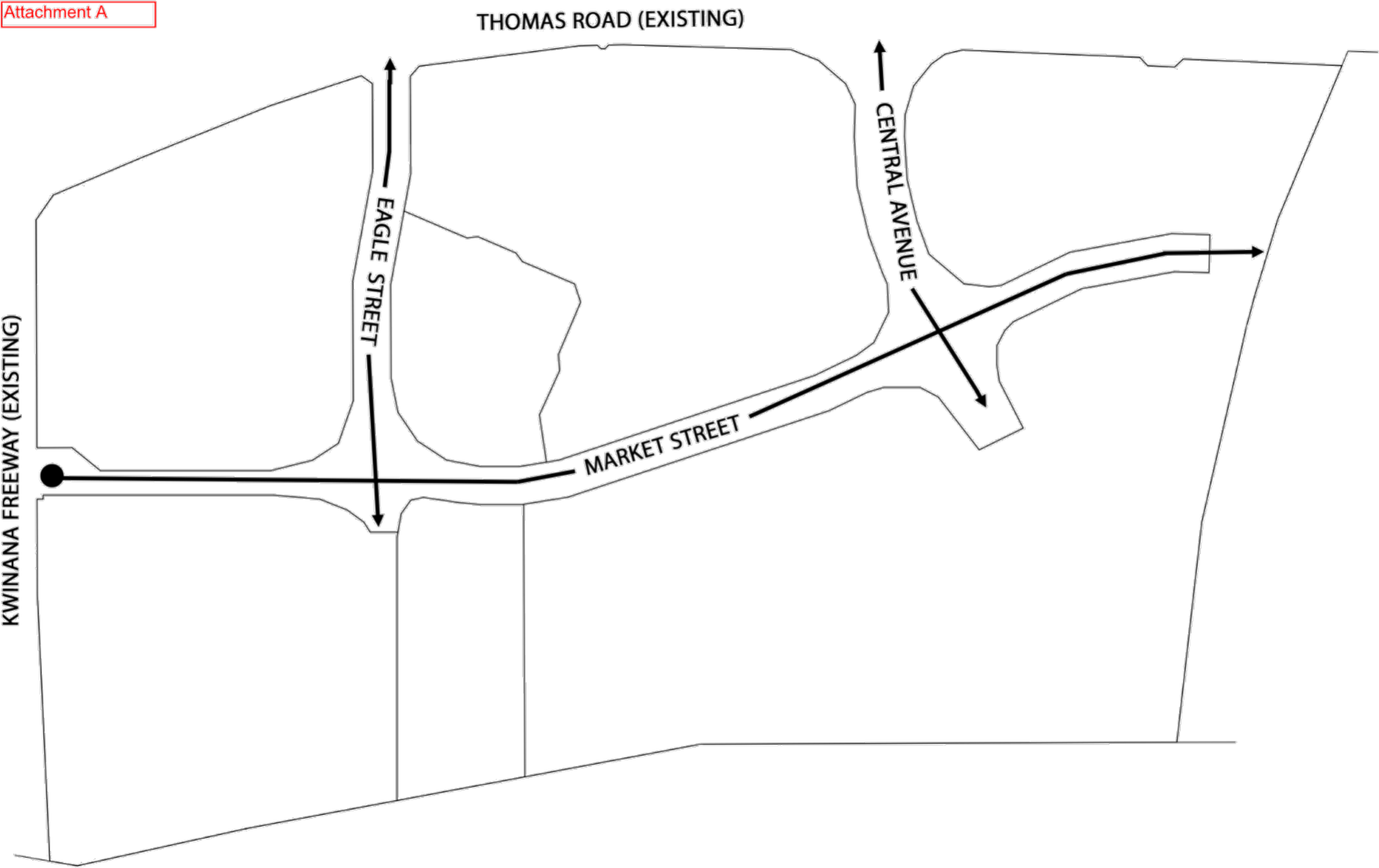
- A. S157185 - Lot 9011-9013, 1199 & Lot 3 Thomas Road , Casuarina - Road Name Report to Council - Attachment B**
- B. S157185 - Lot 9011-9013, 1199 & Lot 3 Thomas Road , Casuarina - Road Name Report to Council - Attachment A**

[Attachment B]

Proposed Name	Proposed Suffix	Source of info	Background/origin/meaning/justification
Central	Avenue	common term	this road connects the commercial and residential precincts of the subdivision i.e. its central
Market	Street	common knowledge	references the shopping precinct we are creating
Eagle	Street	Bird Watching arround Kwinana flyer https://birdlife.org.au/images/uploads/branches/documents/WA-55ab-kwinana.pdf	the Wedge-tailed Eagle, Little eagel and white bellied sea eagle all freaquant the casuarina and broader City of Kwinana areas

Proposed Backup Name	Source of info	Background/origin/meaning/justification
Primary Pass		this road connects the commercial and residential precincts of the subdivision i.e. it's the primary connecting road in the aurrounding area
Landings Avenue		signified you have arrived to your destination as you turn off Thomas St into the shopping precinct
Discovery Drive		with a diverse range of shops and uses the experience of visiting the area is very much about discovery.

Attachment A



17.2 RECISION OF VARIOUS POLICIES

SUMMARY

Council policies are regularly reviewed to ensure they continue to be relevant, and continue to represent the position of the current Council. In some cases, older policies were developed to address a gap in clear authority to Council Officers or to overcome other agency policy gaps at the time – in many cases, these reasons no longer persist. In other cases, policies are superseded by other formally adopted Council policies or strategies. Where these occur, the older policy needs to be rescinded, as it no longer represents the current position of the Council, or the statutory or planning or government policy framework in which Council now operates.

It is recommended that Council resolve to rescind the following policies:

- Asset Management (Attachment A);
- Nuclear Free Zone (Attachment B);
- Public Open Space (Attachment C);
- Residential Subdivision Road Standards (Attachment D); and
- Charitable Rates Exemption (Attachment E).

OFFICER RECOMMENDATION

That Council rescind the following policies:

1. **Asset Management (Attachment A);**
2. **Nuclear Free Zone (Attachment B);**
3. **Public Open Space (Attachment C);**
4. **Residential Road standards (Attachment D); and**
5. **Charitable Rates Exemption (Attachment E).**

DISCUSSION

The following details the relevant history/details of the policies proposed to be rescinded.

Asset Management

Asset management policies are commonly developed by local government to demonstrate a commitment by a Council to effective management of assets. However, the actual contents of the policies are normally a repeat of the information contained within asset management plans and the asset management strategy, so that they do not espouse a policy position of Council and add no value to the asset management framework.

In the case of the City of Kwinana Asset Management policy, the information within the policy is repeated in each asset management plan, and is covered by relevant asset management standards. The requirement for asset management planning is covered by State Regulations. Council has a more relevant and up to date asset policy position in the form of an Asset Strategy and more recently the Infrastructure Strategy adopted as part of the Strategic Community Planning process. Accordingly, the Asset Management policy is considered to add no value, and it is recommended that it be rescinded.

Nuclear Free Zone

The City's Nuclear Free Zone policy was adopted (1983) during global tensions leading to the Cold War. At the time, there was a lot of concern about the proliferation of nuclear weapons, and the infancy of nuclear power. Since this time, the Cold War has come to an end, and Australia as a nation has not pursued nuclear weapons, there are no nuclear power plants located in Australia.

While the Council might maintain a general desire to not see Australia pursue nuclear weapons and to not locate a nuclear power facility within the City, the policy sits in a very different world to the pre-cold-war arms race World. In particular, existing nuclear powers have put a ban on the further proliferation of nuclear weapons, with the World's largest nuclear powers working towards a significantly smaller nuclear capacity. While there are World concerns about rouge States pursuing nuclear weapons, this is not the subject of Council's policy.

Separately, the policy addresses a desire to not see nuclear power plants within the City. Although it is highly unlikely that a nuclear power plant would be given an approval is such proximity to a populated area, in the case that it was possible to approve such a facility, any consideration by Council would be required to be quasi-judicial in the context of the relevant statutory framework. Relevantly, with the decision of the Federal Government to invest in nuclear powered submarines, and the announcement of an upgraded maintenance facility at Henderson, it is possible that there will be a desire to have servicing capacity for nuclear power plants within the City. In such a case, this policy could confuse the community when development decisions are made in accordance with the planning framework, and not a general policy of Council.

Finally, and as noted within the policy, the policy has no head of power. At the time of adopting the policy, in the lead in to the Cold War, the policy represented a general comment to Government and the community. After 40 years, there is a new geopolitical climate, and there has been a significant progression in relevant science (particularly relating to Climate Change). It is accordingly recommended that Council rescind this policy, and consider its position on the various parts of the nuclear debate at the time Council is asked the question, and within the context of the relevant decision-making framework.

Public Open Space

The City's Public Open Space policy was originally adopted in 1992, and may have represented relevant advice to Town Officers of the day. The allocation of public open space in land development is guided by State Planning Policy and generally determined through the structure planning process. In developing comments on structure plans, on behalf of Council, City Officers consider key strategic documents, such as the Community Infrastructure Plans, existing subdivision guide or concept plans, environmental constraints, drainage requirements, guidance provide by the Western Australian Planning Commission's Liveable Neighbourhood publication and a hierarchy of open space to ensure provision of sporting facilities and local parks. Generally, public open space is funded through development contribution agreements, allowing better planning of public open space across a larger development area (contributions enable land to be purchased so that multiple contributions can be used to create sporting ovals, or environmental links).

The policy is no longer considered in assessing and providing advice on subdivisions and structure plans, as it has been superseded by more sophisticated planning and guidelines at a local and State level. In addition, the statutory planning framework has changed since the last review of this policy (2012 – although a review of the policy as a Local Planning Policy, did commence in 2014), such that the policy is no longer consistent with the process of approval. Based on the policy being superseded and out of date with the current statutory regime, it is recommended that the policy be rescinded.

Residential Subdivision Road Standards

This policy was originally adopted in 1990 and last reviewed in 2012. At the time of adoption, there was no adopted minimum specification for road construction at a State level, and it was normal for each local government to develop their own standards. In 2009, a joint project between the Institute of Public Works Engineers and the Department of Planning developed an infrastructure construction standard (IPWEA Standard) to apply across all new land development (there was an earlier version adopted in 1998, but this was not widely known in the industry and not cosponsored by the Department of Planning).

The intention with the 2009 IPWEA Standard was that it would be the Western Australian Planning Commission (WAPC) minimum standard for construction, so that any new subdivision had to meet this standard to have a relevant condition of subdivision cleared. At the time of finalising the 2009 IPWEA Standard, the use as a minimum standard by the WAPC was informal, and many local governments continued with their existing standards for a number of years. In the current day, the IPWEA Standard is used by all local governments (although often with some local government specific clarifications or enhancements), and has been formally adopted by the WAPC as the minimum standard of construction (giving the IPWEA Standard statutory weight). As this IPWEA Standard is the standard by which subdivision construction is now measured, it is no longer necessary for local governments to maintain a separate specification for construction. It is recommended that the policy be rescinded.

Charitable Rates Exemption

Since July 2012, Council has had a policy on rates exemptions for charitable organisations. Often, a Council policy will provide specific guidance to City Officers regarding considerations in making a decision, or the assessments that should be undertaken or information required prior to presenting an issue for consideration by Council. This policy does neither, essentially restating the provisions of the *LG Act*. A decision to grant a rates exemption is not made within a Council policy framework. The *LG Act* determines where an exemption is to be applied, and the role of Council is to confirm that the requirements of the *LG Act*, for a rates exemption, have been met. Where Council incorrectly declines an application for a rates exemption, the decision, on application, will be corrected by the State Administrative Tribunal.

As the policy essentially states the provisions in the *Local Government Act (LG Act)*, providing no formal position of Council, provides no guidance to City Officers and the policy does not add value to the existing statutory framework, it is recommended that the policy be rescinded.

STRATEGIC IMPLICATIONS

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

Strategic Community Plan			
Outcome	Strategic Objective	Action in CBP (if applicable)	How does this proposal achieve the outcomes and strategic objectives?
5 – Visionary leadership dedicated to acting for its community	5.4 – Establish a culture of continuous improvement achieving high levels of business excellence	5.4.4 – N/A – There is no specific action in the CBP, yet this report will help achieve the indicated outcomes and strategic objectives	Removing obsolete policies reduce administrative burden and overload of information to the community.

SOCIAL IMPLICATIONS

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

LEGAL/POLICY IMPLICATIONS

A role of the Council is to determine the policies of the local government (s 2.7(2)b of the *Local Government Act 1995*).

Charitable Rates Exemption

The *LG Act* determines the eligibility for rates exemption. Where a Council does not grant an entitled exemption, this will be overturned by the State Administrative Tribunal, on application.

FINANCIAL/BUDGET IMPLICATIONS

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

ASSET MANAGEMENT IMPLICATIONS

No asset management implications have been identified as a result of this report or recommendation.

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

No environmental or public health implications have been identified as a result of this report or recommendation.

COMMUNITY ENGAGEMENT

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

ATTACHMENTS

- A. Policy - Asset Management**
- B. Policy - Nuclear Free Zone**
- C. Policy - Public Open Space**
- D. Policy - Residential Subdivision Road Standards**
- E. Policy - Charitable Rate Exemptions**



Policy

Asset Management



Asset Management

Adopted:	27/09/006 #519
Last reviewed:	28/04/2010 #105 11/07/2012 #163 08/04/2015 #430 14/02/2018 #088
Legal Authority:	Local Government Act Section 2.7 – The Role of Council Local Government Act 1995 – Section 5.56 (1) and (2)
Directorate:	City Infrastructure
Department:	Asset Management Services
Related documents:	Acts/Regulations Local Government Act 1995 – Section 5.56 (1) and (2) Local Government (Administration) Regulations 1996 – Regulation 19DA Section 3C Plans/Strategies Community Strategic Plan 2019 - 2029

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

Policy:

1. Title

Asset Management

2. Purpose

Council recognises that quality levels of service and the ability to sustain these services is dependent on quality asset management.

3. Scope

The City of Kwinana will maintain an organisational commitment to asset management to ensure that the City continues to provide quality services and facilities to its community. This Policy applies to all assets related to the provision of services.

4. Vision

The City of Kwinana aims to provide assets that support the provision of best value services. Assets will be accessible, safe and suitable for community use. Our approach to asset management is to balance competing social, economic and environmental needs for the benefit of current and future generations.

5. Definitions

“Asset Management” is the combination of management, financial, economic, engineering and other practices applied to physical assets with the objective of providing the required level of service in the most cost effective manner.

“Long Term Financial Plan” will be used to inform decision making during the finalisation of the Strategic Community Plan.

“Life Cycle” means the cycle of activities that an asset goes through while it retains an identity as a particular asset.

“Life Cycle Cost” the total cost of an asset throughout its life including planning, design, construction, acquisition, operation, maintenance, renewal and disposal costs.

“Level of Service” the higher the level of service the greater the cost to deliver the service. The aim of asset management is to match the asset and level of service of the asset to the community expectation, need and affordability.

“Maintenance” means regular ongoing day to day work necessary to keep assets operating and to achieve its optimum life expectancy.

“Operating Costs” have no effect on asset condition but are necessary to keep the asset property utilised such as cleaning and utilities.

“Renewal” restores, rehabilitates or replaces the existing asset to its original capacity.

“Risk” means the probability and consequence of an event that could impact on the City’s ability to meet its corporate objectives.

6. Corporate Framework

This Policy responds to and supports the vision and themes outlined in the City of Kwinana Strategic Community Plan 2019-2029 and in turn addresses the following objectives from the Corporate Business Plan 2019-2024.

Objective 1.9	Improve levels of disability access and inclusion throughout the community
Objective 3.3	Promote the use of renewable energy within the City of Kwinana and reduce energy use where possible
Objective 4.1	Residents are provided with a range of multifunctional community places and accessible recreation facilities.
Objective 4.2	The community has easy access to well equipped, quality parks and public open spaces.
Objective 4.5	Actively improve the appearance of public areas and streetscapes throughout the City.
Objective 4.6	Provide a safe and efficient integrated network of roads, footpaths and cycle routes supported by a good public transport system.
Objective 5.1	An active and engaged Local Government, focused on achieving the community's vision.
Objective 5.18	Minimise the life cycle costs of assets.

7. Policy Statement

The purpose of the Asset Management Policy is to ensure that the City has information, knowledge and understanding of the long term and cumulative consequences of being the custodians of public infrastructure.

This is achieved by ensuring that the systems and processes are in place to determine the most effective and efficient options for delivering infrastructure related services while controlling exposure to risk and loss.

The City's Asset Management Policy is based on the following principles to guide sustainable management of infrastructure assets:

- Life cycle approach – apply a whole of life methodology for managing infrastructure assets including planning, acquisition, operations, maintenance, renewal and disposal.
- Sustainable environmental performance.
- Best value - achieved by balancing financial, environmental and social aspects with a view to renew before new.
- Long term financial plans – asset practices, plans and systems will enable the development of long term financial plans for asset classes.
- Decision making support systems and knowledge – core systems will include up to date infrastructure asset information to inform decisions.
- Service levels – clearly defined service levels for infrastructure assets. These service levels are to be considered when prioritising investments in infrastructure. The community and key stakeholders are to be consulted when determining service levels.
- Management of Risks associated with infrastructure assets.
- Continuous improvement of asset management practices.
- Training in financial and asset management will be provided for staff and Councillors where required.

- Asset Management Plans will be used to make informed decisions to support service delivery.
- In order to support service delivery Asset Management Plans will form part of the day to day practices of the City.

Long term financial models shall be prepared identifying whole of life costs for all of the City's infrastructure assets. Where appropriate this is to include performance modelling of assets based on different funding scenarios.

The City's Long Term Financial Planning goal is directed at ensuring that:

- (a) Sufficient funds are allocated each year for operating, maintenance and refurbishment costs of existing assets; and
- (b) Decisions to invest in new or upgraded assets are critically reviewed against the City's long-term financial capacity.

Investments in new infrastructure creation are to consider whole of life costs of the asset rather than just the capital cost component. Where appropriate this is to involve assessing benefit/cost ratios, net present values and the environmental and social benefits of investments.

8. Audit and Review

This policy has a life of 3 years. It will be reviewed on or prior to July 2023 in conjunction with the review of the Asset Management Strategy and Asset Management Plans.

9. Risk Assessment

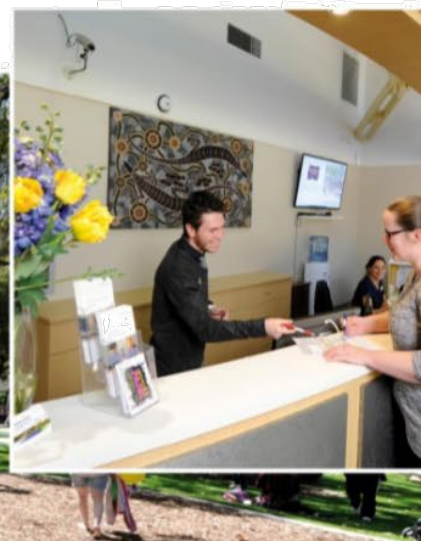
A risk assessment conducted as part of the Policy review has indicated that the risk to the City by not providing an adequate policy to address the City's commitment to Asset Management would result in a risk rating of high.

It is assessed that the risk rating following the implementation of this policy would result in a risk rating of moderate.



Council Policy

Name of Policy



Council Policy	
Policy Name	Insert TRIM No

NOTE: Refer to the latest version of the City of Kwinana Style Guide D12/6754[Vx] when completing this document.

1. **Title**
Insert Policy name
2. **Purpose**
Brief outline what the purpose of this policy is.

2.1 If required, the descriptions may be numbered 2.1, 2.2 and onward.
3. **Scope**
Define what the scope and boundaries are.
4. **Definitions**
List definitions and terminology that will assist in the understanding of this Policy.
5. **Policy Statement**
Insert the main body of the Policy here.

5.1 **Each sub-clause should be indented and in bold**

5.1.1 Sub-sub-clauses may be used.

a) further breakdown may be used; and

• Dot points may be used.
6. **Financial/Budget Implications**
Insert any specific financial or budget implications associated with this Policy.
7. **Asset Management Implications**
Insert any specific asset management implications associated with this Policy.
8. **Environmental Implications**
Insert any specific financial or budget implications associated with this Policy.
9. **Strategic/Social Implications**
Insert the relevant objective(s) and strategy from the Community Strategic Plan along with any specific social implications associated with this Policy.
10. **Occupational Safety and Health Implications**
Insert any specific OSH implications associated with this Policy.
11. **Risk Assessment**
A risk assessment must be performed as part of the Council Policy review and the information as detailed in the Council report. Risk events and risk ratings will change and it is the responsibility of the relevant Directorate to ensure risk is reviewed regularly.

D16/65703[v3]

12. References

Name of Policy	Insert the name of the Policy
Date of Adoption and resolution No	Insert the date on which the Policy was first adopted by Council and the resolution No
Review dates and resolution No #	List the dates on which the Policy was reviewed by Council and the resolution Nos
New review date	Insert the date on which the next review should be completed by.
Legal Authority	Insert the Act/Regulation and section/clause for which this Policy may be made.
Directorate	Insert name of relevant directorate
Department	Insert name of relevant department
Related documents	<p>Acts/Regulations Insert any Act/s/Regulations referred to in this document.</p> <p>Plans/Strategies Insert any Plans/Strategies referred to in this document.</p> <p>Policies Insert any other Policies relevant to this Policy.</p> <p>Work Instructions List any work instructions relevant to this Policy.</p> <p>Other documents List any other documents relevant to this Policy.</p>

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

D16/65703[v3]



POLICY

PUBLIC OPEN SPACE





PUBLIC OPEN SPACE

PUBLIC OPEN SPACE

To ensure that public open space within new urban areas is well planned, distributed and appropriate to the needs of local residents, with adequate community facilities.

To ensure an equitable distribution of parks and recreation facilities between various suburbs of Kwinana.

To ensure that the existence of large regional reservations is not prejudicial to the provision of local and district reserves within urban areas.

To encourage development of recreational facilities on public open space by land developers.

To establish policy controls for the development of public open space while ensuring that recreational functions are not prejudiced.

To manage public open space and conservation areas so as to preserve and enhance biodiversity values.

To ensure developers locate public open space so as to preserve significant trees and remnant vegetation.

Adopted:	22/07/1992 #141
Last reviewed:	27/09/2006 #519 28/04/2010 #105 11/07/2012 #163
Legal Authority	Town Planning Scheme No 2 Town Planning & Development Act Section 20A

Policy:

1. Principles:

- 1.1 That open space will be given credit as such only when it can be demonstrated to Council that it clearly provides this function, either as a public reserve, a landscaped area or by virtue of development for recreational purposes.
- 1.2 That a historically based over supply of local and district open space within existing urban areas does not justify an under supply in new subdivisional areas of the Kwinana urban area.
- 1.3 That the standard 10% of gross subdividable area (excluding non-residential areas) required under the Western Australian Planning Commission Policy DC2.3 remain as the standard for public open space contribution in new urban areas.
- 1.4 To ensure that the provision, use and development of Public Open Space is consistent with the overall approach to subdivisional works defined under Policy 3.3.27 – Guidelines for Subdivisional Development.



PUBLIC OPEN SPACE

2. General policy relating to new subdivision areas:**2.1 Structure Plans:**

- 2.1.1 The City shall not support any broadacre subdivision for single residential uses unless the proposal is generally in accordance with a Structure Plan approved by Council.
- 2.1.2 Structure plans must identify areas of regional and district open space, in accordance with the City of Kwinana's Community Infrastructure Plan, and include notional locations of local open space areas in addition to other land use elements usually contained in structure planning documents.
- 2.1.3 Structure Plans should reflect the broad standards and principles defined under Council Policy 3.3.27 – Guidelines for Subdivisional Development.
- 2.1.4 Local Structure Planning and subdivision design for Public Open Space must reflect the recommendations of the City of Kwinana's Community Infrastructure Plan for provision, size and distribution of local and neighbourhood parks.

2.2 Rates of Provision:

- 2.2.1 Open space shall be provided at a rate of 10% of subdividable area (excluding areas set aside for non urban uses) in accordance with WAPC policy, except where the provisions of this policy otherwise specify.
- 2.2.2 In areas where development is occurring at a density of greater than R20, open space shall be provided at a rate of 3.36 ha per 1000 population, or 10% of gross subdividable area, whichever is the greater.
- 2.2.3 Council may consider a reduction of the standard land contribution for public open space where a cash contribution is made towards the development of the proposed reserve equivalent to the value of the land reduction in accordance with Western Australian Planning Commission Policy DC2.3.

2.3 Locational Requirements:

- 2.3.1 District recreational facilities shall be provided in association with uses with similar catchments, such as local shops, high or primary schools. Preferably areas of district open space should abut distributor roads and be no further than 1km from a residential area.
- 2.3.2 Local open space shall be centrally located within urban catchments, and locations adjacent to distribution roads should be avoided where possible. Surplus strips of land will not be credited as local open space unless it can be clearly demonstrated that these would serve a landscaping function and landscaping is installed by the subdividing landowner.
- 2.3.3 No residential lot shall be further than 250m from any area of public open space.

2.4 Landform Requirements:**2.4.1 Grassed Passive Areas:**

Maximum gradient for grassed areas = 1:6
Majority of grassed areas = less than 1:10
Minimum grade for drainage of Reserves = 1:1000



PUBLIC OPEN SPACE

2.4.2 Multipurpose Active Areas:

Minimum size for playing surface = 2.8026ha
 Minimum size if clubroom and carpark to be included on the space = 0.05000ha
 Minimum size for passive recreation space = 0.50000ha
 Recommended size for buffers to roads/other = 3.2580ha
 Maximum grade for active organised sports = 1:100
 Maximum grade for playgrounds = 1:12
 Refer to the City of Kwinana's Community Infrastructure Plan for District and Regional Sports Grounds.

2.4.3 General:

Absolute Maximum grade - 1:6 (unless development treatment is undertaken to reduce maintenance and permit public use).
 Absolute minimum Local park size = 0.4000ha for public use - 1000m² for landscaped areas.
 Absolute minimum Neighbourhood park size = 0.200ha for public use.
 No area of POS shall have a depth or width of less than:
 20m for areas of public use;
 10m for landscaping areas.
 Refer to the City of Kwinana's Community Infrastructure Plan for Local and Neighbourhood Park definitions.

2.5 Functional Distribution:

Council will generally seek to ensure that open space within each suburb area is provided in the following proportions:

Playing fields	40% of contribution
Other sporting facilities	6% of contribution
Playgrounds/small parks	14% of contribution
Conservation areas	40% of contribution

2.6 Variations:

Council may at its discretion, vary any of the requirements contained in 2.3, 2.4 and 2.5 above, in order to preserve a significant natural or landscape feature or recreational asset.

This clause empowers Council with the discretion to modify the criteria outlined above should recreational or environmental factors warrant departure from prescribed standards.

2.7 Co-location of reserves with schools:

- 2.7.1 Where possible, Council will support shared use of High or Primary School sports grounds as part of its Open Space contribution, only in circumstances where tenure of and access to the site by the public is guaranteed by the Department of Education and Training in perpetuity and subject to an agreement between Council and the Department of Education and Training.
- 2.7.2 Sports grounds used in this manner should be vested in Council so that security of public recreation use will exist if the school site is disposed of by the State Government.



PUBLIC OPEN SPACE

2.8 Credit for Drainage Facilities & Wetlands:

- 2.8.1 Council shall permit public open space reserves to be used for drainage infrastructure, provided it is satisfied that the recreational and/or landscape functions of the reserve are not adversely affected.
- 2.8.2 Council will not permit open space reserves to include stormwater sumps unless these are fenced and landscaped to the satisfaction of Council.
- 2.8.3 Council shall accept seasonally inundated areas as P.O.S. at the rate specified in 2.8.4 below. In any event, no more than 50% of any area of P.O.S shall be inundated at any time.
- 2.8.4 Maximum credit towards public open space for water bodies towards public open space shall be as follows:

CREDIT FREQUENCY OF INUNDATION DETERMINED BY AUSTRALIAN RAINFALL AND RUNOFF STANDARDS

100%	1 in 20 years
------	---------------

- 2.8.5 Stormwater compensation basins should not hold water for more than 24 hours after the rain stops for 1:10 year storm (A compensation basin has an inlet and outlet).
- 2.8.6 Council may require phosphate and nitrate stripping mediums to be used in stormwater sumps, compensating basins and soakwells where it considers that environmental factors would necessitate such works.
- 2.8.7 An EPP Wetland, Conservation Category Wetland, or wetland of similar environmental value should be ceded to the Crown free of cost and without payment of compensation in addition to the 10% public open space contribution. The area of the lake/wetland should not be included in the gross subdivisible area on which the public open space contribution is assessed.

A Resource Enhancement Wetland, Multiple Use Wetland or wetland of a similar environmental value may also need to be set aside, as above, and not included in the development.

- 2.8.8 Council may support the following to be included as public open space:
- the buffers to an EPP Lake , Conservation Category wetland, or wetland of a similar environmental value;
 - a Resource Enhancement Wetland, Multiple Use Wetland or wetland of a similar environmental value;

Provided that:

- the area included in public open space will be enhanced and made usable for public open space purposes;
- the area does not exceed 20% of the total open space area to be set aside in a structure plan area; and
- there is preparation and implementation of an agreed management plan that enhances the wetland resource and utility for open space purposes.



PUBLIC OPEN SPACE

2.9 Credit for Regional Open Space:

- 2.9.1 Regional open space will not generally be given credit in contributions.
- 2.9.2 Subject to the demonstration that the Regional open space serves a district function and/or has some utility as an area of public open space, the Regional open space can be used when calculating the 250m walk-able catchments to ensure compliance with Clause 2.3.3.

2.10 Development of Public Open Space:

- 2.10.1 Council may permit development to occur on public open space, whether leased or not, provided it is satisfied that the development is consistent with and will in no way be prejudicial to the use of the reserve for public recreation purposes.
- 2.10.2 All applications for development of reserves shall be considered in terms of the "Guidelines for the Administration of Section 20A public recreation reserves" published by DLI. All applications shall be referred to DLI for comment and where appropriate, to the Western Australian Planning Commission.
- 2.10.3 In assessing development applications for land reserved for Parks and Recreation, Council shall consider the following issues:
- a) Scale and intensity of the proposal;
 - b) Compatibility with the predominant public recreation functions of the land;
 - c) Whether the proposed development and the park would be mutually beneficial to each other.
 - d) Whether the proposed P.O.S is designed in a manner which is sustainable and manageable in regards to maintenance in the long term.

Council shall avoid permitting development within parks which simply seek an inexpensive site for an inappropriate use.

- 2.10.4 In accordance with Clause 2.10.3 above, Council shall consider the following uses as suitable for P.O.S. reserves:

Amenity building, Caravan park, Carpark, Civic Building, Club, Eating House, Holiday Accommodation, Health Studio, Museum, Private recreation, Public Utility, Recreational Facilities.
 "Public Recreation" should clearly be a "Permitted Use".

Notwithstanding the above, Council shall retain absolute discretion in considering applications for reserve development.

3. Recommendations for Specific Suburb Areas:

The City of Kwinana's Community Infrastructure Plan outlines the current supply of Public Open Space in each of Kwinana's suburbs and describes the future needs according to future population growth.



POLICY

RESIDENTIAL SUBDIVISION ROAD STANDARDS





RESIDENTIAL SUBDIVISION ROAD STANDARDS

RESIDENTIAL SUBDIVISION ROAD STANDARDS

To prevent vehicle and storm water damage to the edges of residential subdivision roads and verges and to ensure storm water controls are in place.

To establish standards in road reserve/boundary line levels and shaping of road verges to 2% or as directed by the Manager Engineering Services.

Adopted:	24/10/1990 #274
Last reviewed:	27/09/2006 #519 28/04/2010 #105 11/07/2012 #163
Legal Authority	Local Government Act Section 2.7 – The Role of Council Activities in Thoroughfares and Public Places and Trading Local Law

Policy:

Design, construction and maintenance of residential subdivision roads shall be in accordance with the current version of Councils Guidelines for Subdivision Development or as approved by the Manager Engineering Services



Policy

Charitable Rate Exemptions



Charitable Rate Exemptions

Adopted:	11/07/2012 #163
Last reviewed:	12/04/2017 #468 28/08/2019 #533 11/12/2019 #045
Next review date due:	11/12/2021
Legal Authority:	Local Government Act Section 2.7 – The Role of Council Section 6.26(2)(g) - Rateable Land Charities Act 2013 (Commonwealth)
Directorate:	City Business
Department:	Finance
Related documents:	Acts/Regulations Local Government Act 1995 Charities Act 2013 (Commonwealth) Plans/Strategies Corporate Business Plan 2019-2024 Policies Nil Work Instructions Nil Other documents D16/24232 Application for Rate Exemption Form

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

Policy:

1. Title

Charitable Rate Exemptions

2. Purpose

This policy defines how an applicant is to apply for a charitable rate exemption and the requirement for their status to be reviewed every two years.

3. Scope

This policy is applicable to local organisations and ratepayers within the City of Kwinana who are eligible for a charitable rate exemption.

4. Definitions

Charity has the meaning given to it by the Charities Act 2013 (Commonwealth); Charitable purpose has the meaning given to it by the Charities Act 2013 (Commonwealth); and

Disqualifying purpose means –

- (a) The purpose of engaging in, or promoting, activities that are unlawful or contrary to public policy; or
- (b) The purpose of promoting or opposing a political party or a candidate for political office.

Note: Activities are not contrary to public policy merely because they are contrary to government policy.

5. Policy Statement

Council is committed to adhering to the Local Government Act 1995 and providing guidance to applicants who apply for an exemption of local government rates based on their use of land for charitable purposes.

5.1 Land Used Exclusively for Charitable Purposes

The land use for which the charitable organisation is applying for an exemption under section 6.26(2)(g) of the Local Government Act 1995 must be for the exclusive use for charitable purposes as defined in section 12 of the Charities Act 2013 and these include:

- (a) the purpose of advancing health;
- (b) the purpose of advancing education;
- (c) the purpose of advancing social or public welfare;
- (d) the purpose of advancing religion;
- (e) the purpose of advancing culture;

- (f) the purpose of promoting reconciliation, mutual respect and tolerance between groups of individuals that are in Australia;
- (g) the purpose of promoting or protecting human rights;
- (h) the purpose of advancing the security or safety of Australia or the Australian public;
- (i) the purpose of preventing or relieving the suffering of animals;
- (j) the purpose of advancing the natural environment; or
- (k) any other purpose beneficial to the general public that may reasonably be regarded as analogous to, or within the spirit of, any of the purposes mentioned in paragraphs (a) to (j); and

Must not be a disqualifying purpose under the meaning given by section 11 of the Charities Act 2013.

5.2 Application for Rate Exemption

5.2.1 To be considered by the City for approval, each application for a charitable rate exemption under section 6.26(2)(g) of the Local Government Act 1995 must be made in writing by completing an Application for Rate Exemption form.

5.2.2 Applications will be submitted to Council for approval.

5.2.3 The exemption will be applied from the later date of when the land was used exclusively for charitable purposes or from 1 July of the current financial year.

5.3 Review of Policy

All exemptions will be reviewed every two years and confirmation from the charitable organisation that the above purposes still apply will be required to continue receiving the exemption.

6. Financial/Budget Implications

Land rates will not be charged on successful rates exemption applicants under this policy and will therefore decrease rates revenue accordingly.

7. Asset Management Implications

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

8. Environmental Implications

There are no specific environmental implications associated with this policy.

9. Strategic/Social Implications

Plan	Objective	Strategy
Corporate Business Plan 2019-2024	5.4 Ensure the financial sustainability of the City of Kwinana into the future	5.4.6 Review land uses and their rating categories to ensure fair and equitable rating within the City

10. Occupational Safety and Health (OSH) Implications

There are no specific OSH implications associated with this Policy.

11. Risk Assessment

A risk assessment conducted as part of the Policy review has indicated that the risk to the City by not applying a charitable rate exemption to a property is low.

18 REPORTS – CIVIC LEADERSHIP**18.1 MONTHLY FINANCIAL REPORT FEBRUARY 2022****SUMMARY**

The Monthly Financial Report, which includes the Monthly Statement of Financial Activity and explanation of material variances, for the period ended 28 February 2022 has been prepared for Council acceptance.

OFFICER RECOMMENDATION

That Council:

- 1. Accepts the Monthly Statements of Financial Activity for the period ended 28 February 2022, as detailed in Attachment A; and**
- 2. Accepts the explanations for material variances for the period ended 28 February 2022, as detailed in Attachment A.**

DISCUSSION

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

The period of review is February 2022. The current closing municipal surplus for this period is \$25,390,944 compared to a budget position of \$16,230,311. 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 28 February of \$16,234,567.

Income for the February 2022 period year to date is \$61,283,653. This is made up of \$59,409,292 in operating revenues and \$1,874,361 in non-operating grants, contributions and subsidies received and proceeds from other investing activities. The current budget estimated \$62,917,840 would be received for the same period. The variance to budget is (\$1,634,187).

Expenditure for the February 2022 period year to date is \$53,032,983. This is made up of \$45,484,730 in operating expenditure and \$7,548,253 in capital expenditure. The budget estimated \$62,858,607 would be spent for the same period. The variance to budget is \$9,825,624 predominantly due to the timing of works being completed.

Details of all significant variances against the Current Budget are provided in the notes to the Monthly Financial Report contained within Attachment A.

STRATEGIC IMPLICATIONS

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

SOCIAL IMPLICATIONS

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

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/PUBLIC HEALTH IMPLICATIONS

No environmental or public health implications have been identified as a result of this report or recommendation.

COMMUNITY ENGAGEMENT

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

ATTACHMENTS

A. 2022-Monthly-Financial-Report - February 2022



Monthly Financial Report



CITY OF KWINANA
MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the period ending 28 February 2022

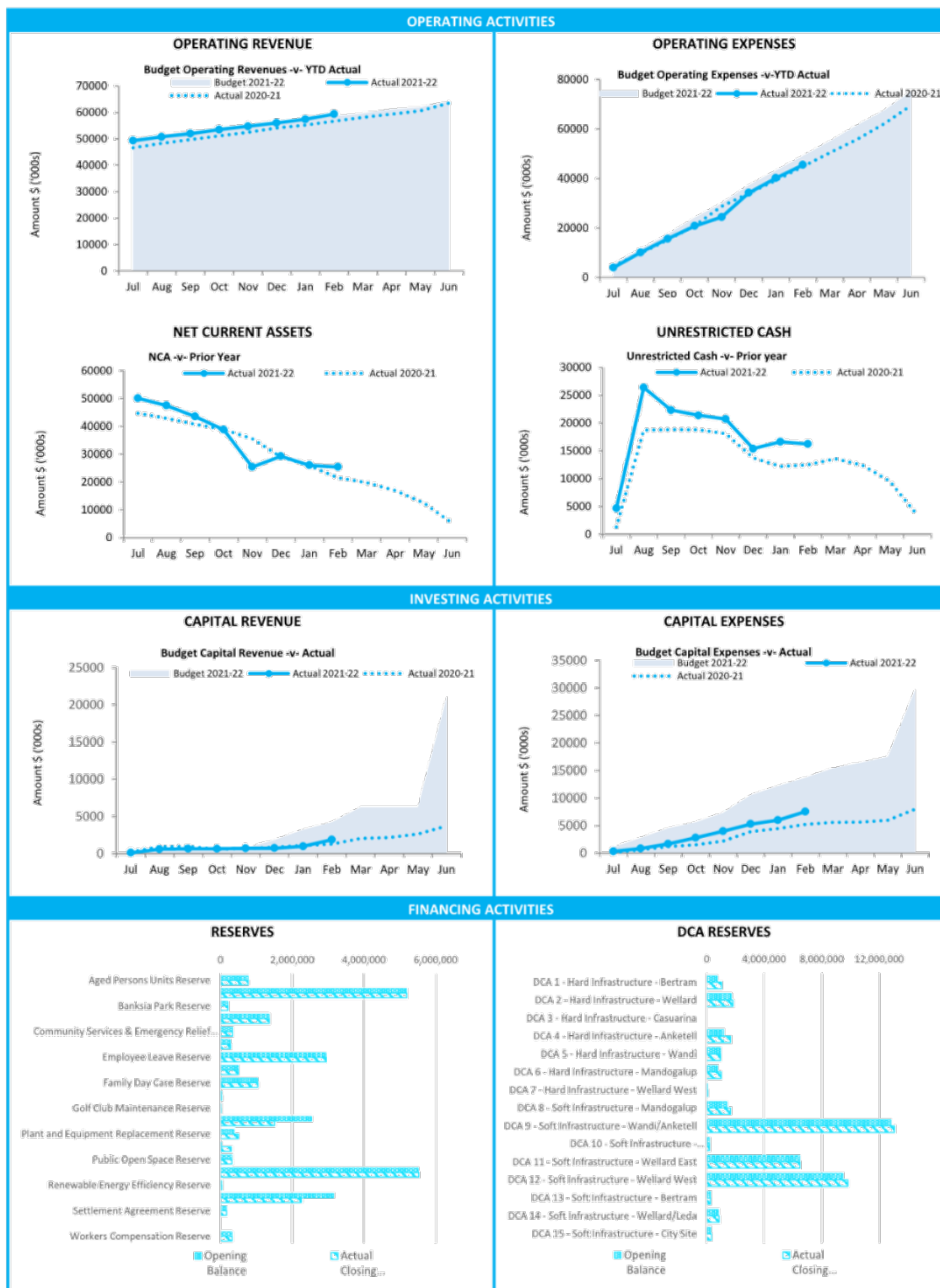
LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

SUMMARY INFORMATION - GRAPHS



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

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

EXECUTIVE SUMMARY

Funding surplus / (deficit) Components

Funding surplus / (deficit)

Current Budget

YTD Current Budget (a)

YTD Actual (b)

Var. \$ (b)-(a)

Opening

Closing

\$3.37 M

\$2.64 M

\$3.37 M

\$16.23 M

\$3.37 M

\$25.39 M

(\$0.00 M)

\$9.16 M

Refer to Statement of Financial Activity

Cash and cash equivalents

\$79.27 M

% of total

Unrestricted Cash

Restricted Cash

\$16.23 M

\$63.03 M

20.5%

79.5%

Refer to Note 3 - Cash and Financial Assets

Payables

\$3.53 M

Trade Payables

Bonds & Deposits Held

Other Payables

\$0.70 M

\$1.84 M

\$0.99 M

Receivables

\$12.80 M

% Outstanding

Rates Receivable

Trade Receivable

\$9.89 M

\$2.92 M

17.0%

Refer to Note 4 - Receivables

Key Operating Activities

Amount attributable to operating activities

Current Budget

YTD Budget (a)

YTD Actual (b)

Var. \$ (b)-(a)

\$5.39 M

\$20.43 M

\$24.41 M

\$3.98 M

Refer to Statement of Financial Activity

Rates Revenue

YTD Actual

YTD Budget

\$42.83 M

\$42.66 M

% Variance

0.4%

Refer to Statement of Financial Activity

Operating Grants and Contributions

YTD Actual

YTD Budget

\$3.99 M

\$4.95 M

% Variance

(19.4%)

Refer to Note 9 - Operating Grants and Contributions

Fees and Charges

YTD Actual

YTD Budget

\$10.81 M

\$10.28 M

% Variance

5.1%

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)

(\$10.63 M)

(\$9.69 M)

(\$0.70 M)

\$9.00 M

Refer to Statement of Financial Activity

Proceeds on sale

YTD Actual

YTD Budget

Current Budget

\$0.31 M

\$0.49 M

\$1.11 M

% Received

28.0%

Refer to Note 5 - Disposal of Assets

Asset Acquisition

YTD Actual

Current Budget

Adopted Budget

\$7.55 M

\$29.75 M

\$26.23 M

% Spent

25.4%

28.8%

Refer to Note 6 - Capital Acquisition

Capital Grants

YTD Actual

Current Budget

Adopted Budget

\$1.56 M

\$19.99 M

\$17.52 M

% Received

7.8%

8.9%

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)

\$4.71 M

\$2.12 M

(\$1.69 M)

(\$3.81 M)

Refer to Statement of Financial Activity

Borrowings

Principal repayments

Interest expense

Principal due

\$3.48 M

\$0.44 M

\$17.41 M

Refer to Note 7 - Borrowings

Reserves

Reserves balance

DCA Reserve Balance

Interest earned

\$23.65 M

\$39.35 M

\$0.07 M

Refer to Note 8 - Cash Reserves

Lease Liability

Principal repayments

Interest expense

Principal due

\$0.10 M

\$0.00 M

\$0.45 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 28 FEBRUARY 2022**

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)		500,000	3,374,335	3,374,335	3,374,334	(1)	(0.0%)	
Revenue from operating activities								
Rates	5	42,663,528	42,663,528	42,663,528	42,826,426	162,898	0.4%	
Operating grants, subsidies and contributions	9	7,101,622	7,425,009	4,951,311	3,991,216	(960,095)	(19.4%)	▼
Fees and charges		13,077,409	13,077,409	10,279,647	10,807,285	527,638	5.1%	▲
Interest earnings		694,600	694,600	466,000	502,129	36,129	7.8%	
Other revenue		448,580	452,364	321,300	1,193,001	871,701	271.3%	▲
Profit on disposal of assets	5	1,767	1,767	1,767	89,234	87,467	4950.0%	▲
		63,987,506	64,314,677	58,683,553	59,409,292	725,739		
Expenditure from operating activities								
Employee costs		(27,892,254)	(27,935,787)	(19,307,577)	(18,212,195)	1,095,382	5.7%	▲
Materials and contracts		(26,127,651)	(26,764,055)	(16,491,708)	(14,163,000)	2,328,708	14.1%	▲
Utility charges		(2,712,312)	(2,712,312)	(1,808,210)	(1,530,025)	278,185	15.4%	▲
Depreciation on non-current assets		(16,305,054)	(16,305,054)	(10,870,034)	(10,493,490)	376,544	3.5%	
Interest expenses		(834,101)	(834,101)	(3,988)	(446,650)	(442,662)	(11099.8%)	▼
Insurance expenses		(613,769)	(613,769)	(613,769)	(593,412)	20,357	3.3%	
Other expenditure		(363,550)	(42,000)	(28,100)	(44,725)	(16,625)	(59.2%)	
Loss on disposal of assets	5	(37,879)	(37,879)	(22,046)	(1,234)	20,812	94.4%	
		(74,886,570)	(75,244,957)	(49,145,432)	(45,484,730)	3,660,702		
Non-cash amounts excluded from operating activities	2	16,317,966	16,317,966	10,890,313	10,482,391	(407,922)	(3.7%)	
Amount attributable to operating activities		5,418,902	5,387,686	20,428,434	24,406,953	3,978,519		
Investing activities								
Grants, Subsidies and Contributions	10	17,515,755	19,990,799	3,740,459	1,564,581	(2,175,878)	(58.2%)	
Proceeds from disposal of assets	5	943,425	1,105,078	493,828	309,780	(184,048)	(37.3%)	
Self-Supporting Loan Principal Received	7	17,847	17,847	11,898	13,348	1,450	12.2%	
Payments for property, plant and equipment	6	(26,229,317)	(29,751,590)	(13,713,175)	(7,548,253)	6,164,922	45.0%	▲
		(7,752,290)	(8,637,866)	(9,466,990)	(5,660,544)	3,806,446		
Non-cash amounts excluded from investing activities	2	(2,880,331)	(2,880,331)	(227,742)	4,962,376	5,190,118	2279.0%	
Amount attributable to investing activities		(10,632,621)	(11,518,197)	(9,694,732)	(698,167)	8,996,564		
Financing Activities								
Proceeds from new debentures	7	2,500,000	2,500,000	2,500,000	2,500,000	0	0.0%	
Repayment of debentures	7	(4,601,930)	(4,601,930)	(2,500,000)	(3,479,800)	(979,800)	(39.2%)	▼
Payments for principal portion of lease liabilities		(176,055)	(176,055)	(125,350)	(95,898)	29,452	23.5%	
Transfer from reserves	8	21,810,003	22,592,955	2,949,341	2,971,935	22,594	(0.8%)	
Transfer to reserves	8	(14,818,299)	(14,920,349)	(701,717)	(3,588,412)	(2,886,695)	(411.4%)	▼
Amount attributable to financing activities		4,713,719	5,394,621	2,122,274	(1,692,175)	(3,814,449)		
Closing funding surplus / (deficit)		0	2,638,445	16,230,311	25,390,944	9,160,633		

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 28 FEBRUARY 2022**

	NOTE	Closing 30 June 2021	Current Month 28 February 2022	This Time Last Year 28 February 2021
		\$	\$	\$
CURRENT ASSETS				
Cash and cash equivalents	8	6,968,593	19,678,221	19,567,944
Other financial assets - Term Deposits	8	59,711,623	59,555,641	52,656,800
Other financial assets - Banksia Park Deferred Mgmt Fees		212,269	212,269	319,490
Other financial assets - Self Supporting Loans		17,847	17,847	17,269
Rates receivable	4	3,471,676	9,886,231	9,537,515
Other receivables (incl. allowance for impairment)	4	2,246,269	3,518,889	1,323,678
Inventories		0	0	40,992
Other assets		944,913	658,242	1,311,758
Assets classified as held for sale		498,000	498,000	0
TOTAL CURRENT ASSETS		74,071,190	94,025,341	84,775,445
NON-CURRENT ASSETS				
Trade and other receivables		846,399	788,581	746,740
Other financial assets - Banksia Park Deferred Mgmt Fees		3,576,482	3,576,482	3,184,673
Other financial assets - Local Govt House Trust		129,162	129,162	129,162
Other financial assets - Self Supporting Loans		214,857	201,509	219,788
Investment in associate (SMRC)		535,835	535,835	504,775
Property, plant and equipment		137,838,654	136,669,779	132,288,761
Infrastructure		366,067,322	362,687,541	360,060,545
Investment property		570,000	570,000	0
Intangible assets		1,851,061	3,350,474	1,360,960
Right of use assets		566,185	448,410	113,990
TOTAL NON-CURRENT ASSETS		512,195,956	508,957,773	498,609,394
TOTAL ASSETS		586,267,146	602,983,114	583,384,839
CURRENT LIABILITIES				
Trade and other payables		6,341,995	3,525,844	3,200,458
Banksia Park Unit Contributions		16,733,635	16,733,635	16,975,350
Contract and other liabilities	9 & 10	6,429,920	6,492,292	10,298,906
Lease liabilities		174,595	78,698	49,792
Borrowings	7	2,537,530	2,537,530	2,314,779
Employee related provisions		5,706,854	5,725,937	5,482,014
TOTAL CURRENT LIABILITIES		37,924,528	35,093,936	38,321,300
NON-CURRENT LIABILITIES				
Other liabilities (Developer Contributions)	10	28,097,678	33,134,897	22,531,874
Lease liabilities		371,179	371,179	77,148
Borrowings	7	15,851,996	14,872,195	17,020,819
Employee related provisions		445,000	445,000	410,209
TOTAL NON-CURRENT LIABILITIES		44,765,853	48,823,272	40,040,050
TOTAL LIABILITIES		82,690,382	83,917,207	78,361,350
NET ASSETS		503,576,764	519,065,907	505,023,489
EQUITY				
Retained surplus		213,378,678	228,251,343	225,271,549
Reserves - cash/financial asset backed	8	62,382,819	62,999,296	59,728,435
Revaluation surplus		227,815,267	227,815,267	220,023,505
TOTAL EQUITY		503,576,764	519,065,907	505,023,489

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

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**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 2021-22 year is \$50,000 or 5.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing/ Permanent	Explanation of Variance
	\$	%		
Revenue from operating activities				
Rates	162,898	0%	No Material Variance	
Operating Grants, Subsidies and Contributions	(960,095)	(19%)	Permanent	Refer note 9. First instalment of 21/22 Financial Assistance Grant was received in last financial year.
Fees and Charges	527,638	5%	No Material Variance	
Interest Earnings	36,129	8%	Timing	Rates instalment and penalty interest received.
Other Revenue	871,701	271%	Permanent	Long Service, Paid Parental leave and Insurance reimbursements. \$455k received for LandCorp Land Exchange - Flinders Precinct L1032 McLaren Avenue Hooe Vallev.
Profit on Disposal of Assets	87,467	4950%	Permanent	Sales proceeds has exceeded budgeted expectations.
Expenditure from operating activities				
Employee Costs	1,095,382	6%	Permanent	Various vacancies YTD.
Materials and Contracts	2,328,708	14%	Timing	\$528k Timing of facility & infrastructure maintenance expenses. \$358k Timing of fire mitigation works. \$298k Timing of payment of Family Day Care and In Home Care Child Care Benefits partially offset by lower Child Care Benefit contributions received. \$211 Timing of Waste projects. \$102k Timing of DCA Administration projects.
Utility Charges	278,185	15%	Timing	\$112k Street Lighting invoice and other various Electricity invoices received March, budgeted February.
Depreciation on Non-Current Assets	376,544	3%	No Material Variance	
Interest Expenses	(442,662)	(11100%)	Timing	\$379k Interest on various loans - charged in September and December, budgeted for June 2022.
Insurance Expenses	20,357	3%	No Material Variance	
Other Expenditure	(16,625)	(59%)	Permanent	\$15k SMCC unspent grant funding returned to Perth Region NRM. Perth Region NRM to take over administration of this grant funding.
Loss on Disposal of Assets	20,812	94%	Permanent	Sales proceeds has exceeded budgeted expectations.
Investing activities				
Non-Operating Grants, Subsidies and Contributions	(2,175,878)	(58%)	Timing	Refer note 10.
Proceeds from disposal of assets	(184,048)	(37%)	Permanent	Refer note 5.
Self-Supporting Loan Principal	1,450	12%	No Material Variance	
Purchase of Right of Use assets	0	0%	No Material Variance	
Payments for property, plant and equipment	6,164,922	45%	Timing	Refer note 6.
Financing activities				
Proceeds from new debentures	0	0%	No Material Variance	
Repayment of debentures	(979,800)	(39%)	Timing	\$970k loan repayments made in December, budgeted for June 2022.
Payments for principal portion of lease liabilities	29,452	23%	Timing	Timing of invoices received to allocate interest/principal.
Transfer from reserves	22,594	(1%)	Timing	Timing of capital projects funded from Reserves.
Transfer to reserves	(2,886,695)	(411%)	Permanent	Receipt of Developer Contributions transferred to Reserve.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**NOTE 2
NET CURRENT FUNDING POSITION**

	Notes	Last Years Closing 30 June 2021	This Time Last Year 28 February 2021	YTD Actual 28 February 2022
		\$	\$	\$
(a) Non-cash items excluded from operating activities				
The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.				
Non-cash items excluded from operating activities				
Adjustments to operating activities				
Less: Profit on asset disposals	5	(70,922)	(19,371)	(89,234)
Less: Share of net profit of associates and joint ventures accounted for using the equity method		(20,980)	-	-
Less: Movement in pensioner deferred rates (non-current)		(86,273)	13,386	57,818
Movement in employee benefit provisions		235,714	(23,917)	19,083
Add: Loss on asset disposals		13,332	11,454	1,234
Mvmt in Local Govt House Trust		(4,525)	(4,525)	-
Add: Depreciation on assets		16,091,943	10,623,968	10,493,490
Mvmt in operating contract liabilities associated with restricted cash		(84,825)	(47,043)	-
Mvmt in Banksia Park deferred management fees receivable		(284,589)	-	-
Mvmt in Banksia Park valuation of unit contribution		(241,715)	-	-
Rounding adjustment prior year closing		-	-	-
Total non-cash items excluded from operating activities		15,547,160	10,553,952	10,482,391
Mvmt in non-operating liabilities (non-current)		11,144,052	-	5,037,218
Mvmt in non-operating liabilities associated with restricted cash		(5,011,207)	5,642,172	(74,842)
Total non-cash items excluded from investing activities		6,132,845	5,642,172	4,962,376
Total Non-cash items		21,680,005	16,196,123	15,444,767

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

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

Adjustments to net current assets			
Less: Reserves - restricted cash	(62,382,819)	(59,728,435)	(62,999,296)
Less: Financial assets at amortised cost - self supporting loans	(17,847)	(17,269)	(17,847)
Less: Banksia Park DMF Recievable	(212,269)	(319,490)	(212,269)
Less: Land held for resale	(498,000)	-	(498,000)
Add: Borrowings	2,537,530	2,314,779	2,537,530
Add: Provisions - employee	5,706,854	5,482,014	5,725,937
Add: Current portion of contract and other liability held in reserve	5,185,994	10,298,906	5,111,152
Add: Lease liabilities	174,595	49,792	78,698
Add: Banksia Park Unit Contributions	16,733,635	16,975,350	16,733,635
Total adjustments to net current assets	(32,772,328)	(24,944,352)	(33,540,462)

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

Current assets	74,071,190	84,775,445	94,025,341
Less: Current liabilities	(37,924,528)	(38,321,300)	(35,093,936)
Less: Total adjustments to net current assets	(32,772,328)	(24,944,352)	(33,540,462)
Closing funding surplus / (deficit)	3,374,334	21,509,793	25,390,944

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.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

OPERATING ACTIVITIES
NOTE 3
CASH AND FINANCIAL ASSETS

Description	Unrestricted	Restricted	Trust	Total Cash	Interest Rate	Institution	S&P Rating	Maturity Date	Days
	\$	\$	\$	\$					
Cash on hand									
CBA Municipal Bank Account	3,220,253	3,443,655		6,663,908	Variable	CBA	AA		
CBA Online Saver Bank Account	13,010,343			13,010,343	0.20%	CBA	AA		
CBA Trust Bank Account			33,269	33,269	N/A	CBA	AA		
Cash On Hand - Petty Cash	3,970			3,970	N/A	PC	N/A		
Reserve Funds Investments (Cash Backed Reserves)									
Golf Club Maintenance Reserve		8,900		8,900	0.30%	BEN	AAA	Mar 2022	272
Golf Course Cottage Reserve		29,557		29,557	0.30%	BEN	AAA	Mar 2022	272
Employee Vacancy Reserve		502,650		502,650	0.30%	BEN	AAA	Mar 2022	272
CLAG Reserve		267,722		267,722	0.32%	SUN	A	Mar 2022	120
Workers Compensation Reserve		325,193		325,193	0.32%	SUN	A	Mar 2022	120
Settlement Agreement Reserve		168,932		168,932	0.32%	SUN	A	Mar 2022	120
Public Art Reserve		29,945		29,945	0.32%	SUN	A	Mar 2022	120
City Infrastructure Reserve		1,362,207		1,362,207	0.35%	SUN	A	Apr 2021	161
Employee Leave Reserve		2,952,958		2,952,958	0.28%	CBA	AA	May 2022	120
Public Open Space Reserve		321,296		321,296	0.28%	CBA	AA	May 2022	120
Asset Management Reserve		5,231,848		5,231,848	0.40%	NAB	AA	May 2022	91
Plant and Equipment Replacement Reserve		240,880		240,880	0.40%	NAB	AA	May 2022	91
Comm. Serv. & Emergency Relief Reserve (incl. Covid \$250k)		334,244		334,244	0.38%	NAB	AA	May 2022	178
Information Technology Reserve		1,345,336		1,345,336	0.30%	SUN	A	Jun 2022	119
Family Day Care Reserve		1,185,960		1,185,960	0.40%	SUN	A	Jun 2022	210
APU Reserve		780,962		780,962	0.40%	SUN	A	Jun 2022	210
BP Reserve		225,418		225,418	0.40%	SUN	A	Jun 2022	210
Renewable Energy Efficiency Reserve		50,932		50,932	0.40%	SUN	A	Jun 2022	210
Refuse Reserve		5,483,981		5,483,981	0.33%	NAB	AA	Jul 2022	147
Reserve Funds Investments (Developer Contributions)									
DCA - 4 Hard Infrastructure - Anketell		1,663,753		1,663,753	0.41%	NAB	AA	Jun 2022	120
DCA 5 - Hard Infrastructure - Wandl		973,486		973,486	0.30%	BEN	AAA	Jun 2022	120
DCA 7 - Hard Infra Mandogalup		79,645		79,645	0.41%	NAB	AA	Jun 2022	120
DCA 8 - Soft Infrastructure - Mandogalup		1,667,794		1,667,794	0.41%	NAB	AA	Jun 2022	120
DCA 9 - Soft Infrastructure - Wandl/Anketell		13,065,880		13,065,880	0.41%	NAB	AA	Jun 2022	120
DCA 10 - Soft Infrastructure - Casuarina/Anketell		197,546		197,546	0.41%	NAB	AA	Jun 2022	120
DCA 13 - Soft Infrastructure - Bertram		269,511		269,511	0.41%	NAB	AA	Jun 2022	120
DCA 14 - Soft Infrastructure - Wellard/Leda		869,581		869,581	0.41%	NAB	AA	Jun 2022	120
DCA 15 - Soft Infrastructure - Townsite		335,836		335,836	0.30%	BEN	AAA	Jun 2022	120
DCA 1 - Hard Infrastructure - Bertram		1,018,163		1,018,163	0.30%	CBA	AAA	Jun 2022	151
DCA 2 - Hard Infrastructure - Wellard		1,834,559		1,834,559	0.30%	CBA	AAA	Jun 2022	151
DCA 6 - Hard Infrastructure - Mandogalup		1,018,357		1,018,357	0.30%	CBA	AAA	Jun 2022	151
DCA 11 - Soft Infrastructure - Wellard East		5,868,304		5,868,304	0.35%	BEN	AAA	Jun 2022	151
DCA 12 - Soft Infrastructure - Wellard West		9,844,305		9,844,305	0.35%	BEN	AAA	Jun 2022	151
Total	16,234,567	62,999,296	33,269	79,267,132	0.36% weighted average interest rate				
	20%	79%	0.0%						
Comprising									
Cash and cash equivalents (Exclude Trust)	16,234,567	3,443,655	0	19,678,221					
Financial assets at amortised cost	0	59,555,641	0	59,555,641					
Trust	0	0	33,269	33,269					
	16,234,567	62,999,296	33,269	79,267,132					

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	21,434,117	27%	100%	✓
AA	52,086,437	66%	100%	✓
A	5,742,608	7%	60%	✓
BBB	-	0%	20%	✓
Unrated	3,970	0%	20%	✓

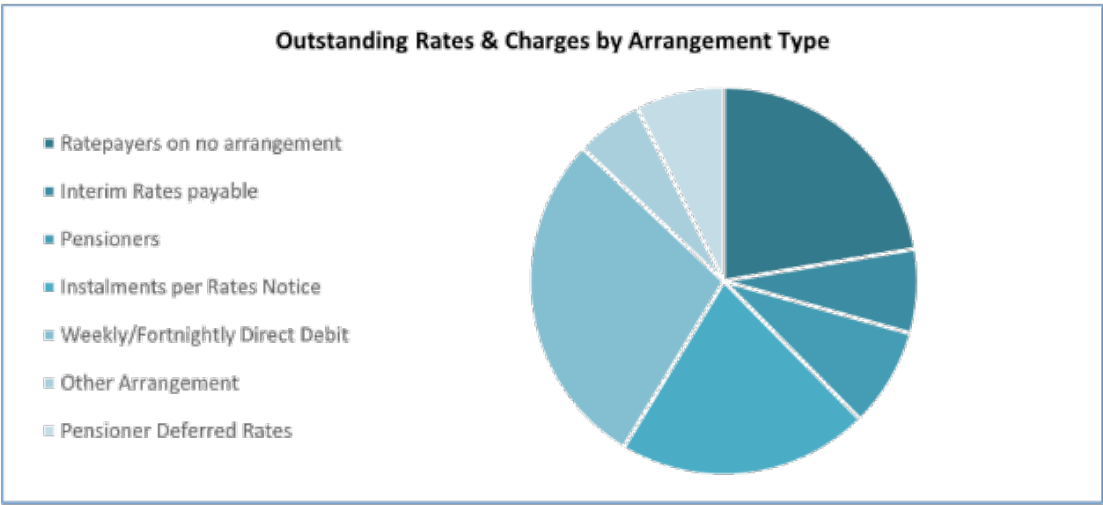
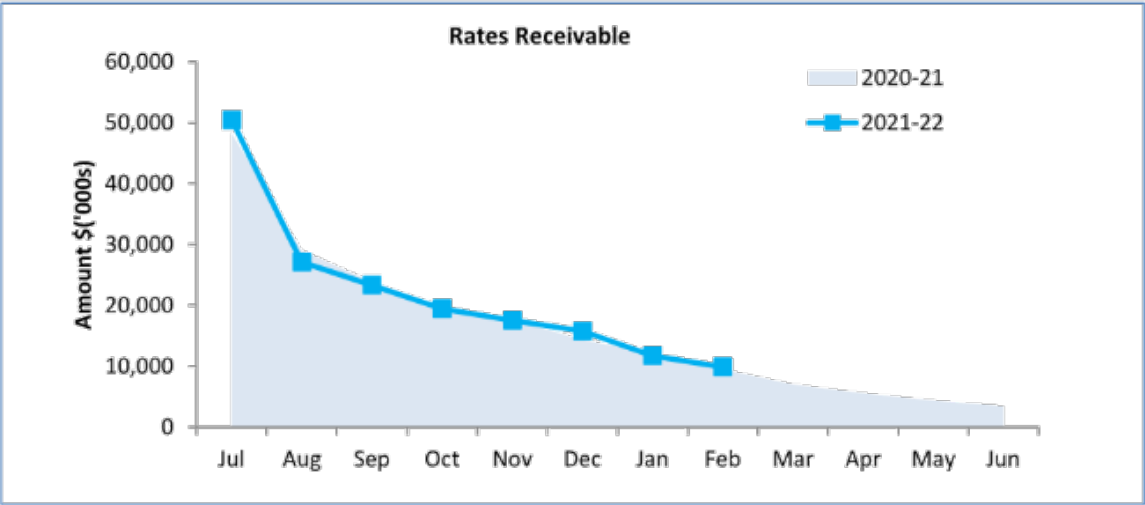
Counterparty Credit Risk	Funds Held	Actual at Period End	Limit per Policy	
BEN (AAA)	17,563,037	22%	45%	✓
NAB (AA)	29,104,664	37%	45%	✓
CBA (AA)	26,852,853	34%	45%	✓
SUN (A)	5,742,608	7%	45%	✓
WBC (AA)	-	0%	45%	✓

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

OPERATING ACTIVITIES
NOTE 4
RECEIVABLES

Rates receivable	30 June 2021	28 February 2021	28 Feb 2022
	\$		\$
Opening arrears previous years	3,148,533	3,148,533	3,262,814
Levied this year	52,278,031	52,136,744	54,786,997
Rates & Charges to be collected	55,426,565	55,285,277	58,049,811
<u>Less Collections to date</u>	<u>(51,108,490)</u>	<u>(45,001,023)</u>	<u>(47,374,999)</u>
<u>Less Pensioner Deferred Rates</u>	<u>(846,399)</u>	<u>(746,740)</u>	<u>(788,581)</u>
Net Rates & Charges Collectable	3,471,676	9,537,514	9,886,231
% Outstanding	6.26%	17.25%	17.03%
<u>Prepaid Rates received (not included above)</u>	<u>(1,055,273)</u>	<u>(709,074)</u>	<u>(678,195)</u>
	4.36%	15.97%	15.86%

Outstanding Rates & Charges by Payment Arrangement Type	28 Feb 2022		
	No. of Assessments	\$	%
Ratepayers on no arrangement	695	2,384,268	22%
Interim Rates payable	213	749,252	7%
Pensioners	1,238	881,462	8%
Instalments per Rates Notice	2,462	2,244,888	21%
Weekly/Fortnightly Direct Debit	4,560	3,030,859	28%
Other Arrangement	160	595,502	6%
	9,328	9,886,231	93%
Pensioner Deferred Rates	229	788,581	7%
	9,557	10,674,812	100%

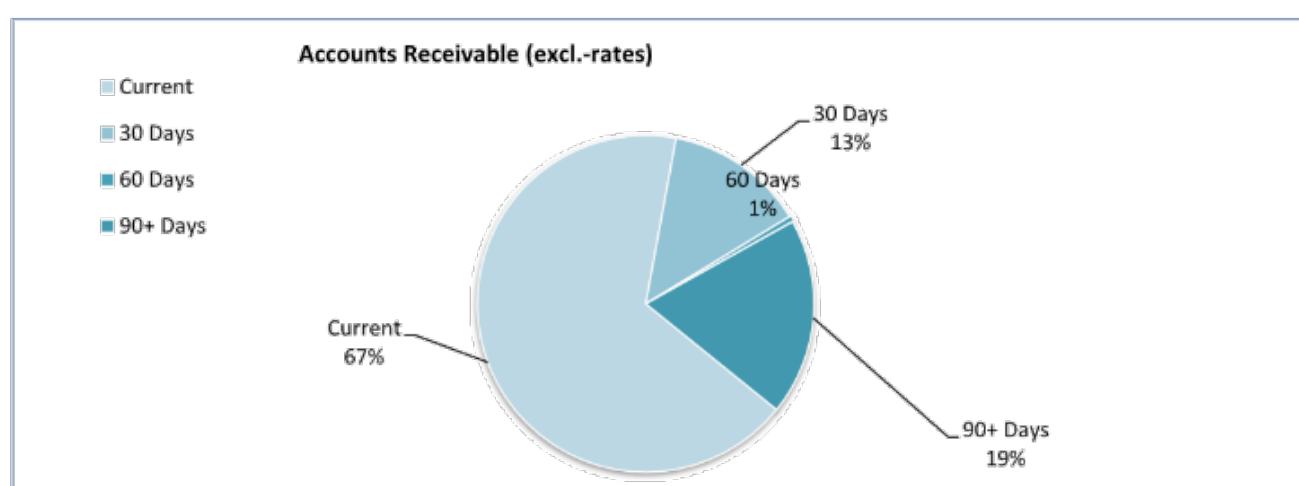


**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**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	1,479,158	286,828	1,333	214,774	1,982,093
Infringements Register	3,220	10,290	10,954	204,211	228,675
Total sundry receivables outstanding	1,482,378	297,118	12,287	418,985	2,210,768
<i>Exclude rebates receivable</i>	67%	13%	1%	19%	
Rebates receivable - Rates	687,114	0	0	0	687,114
Rebates receivable - ESL	20,088	0	0	0	20,088
Total general receivables outstanding	2,189,579	297,118	12,287	418,985	2,917,969

Note: 60day debtor includes \$1.2m Developer Contribution - payment to be received upon Project Completion.



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

Description	Debtor #	Status	\$
Sundry Debts with Fines Enforcement Registry (FER)			
Prosecution Dog Act 1976	2442.07	Registered with FER. Regular payments being received.	3,828
Prosecution Planning & Development Act	2549.07	Registered with FER. Regular payments being received.	3,373
Prosecution Planning & Development Act	3859.07	Registered with FER. Regular payments being received.	12,275
Prosecution Local Government Act 1995	3909.07	Registered with FER.	3,652
Prosecution Dog Act 1976 Dangerous Dog	4131.07	Registered with FER. Regular payments being received.	1,461
Prosecution Local Law Fencing	4233.07	Registered with FER.	2,500
Prosecution Dog Act 1976	4274.07	Registered with FER. Regular payments being received.	2,317
Prosecution Local Law Urban Environment Nuisance - Disrepair Vehicle	4275.07	Registered with FER.	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.	3,975
Prosecution Planning & Development Act	4467.07	Registered with FER. Regular payments being received.	8,865
Prosecution Dog Act 1976	4610.07	Registered with FER.	25,598
Prosecution Dog Act 1976	4741.07	Registered with FER. Regular payments being received.	2,875
Prosecution Planning & Development Act	4885.07	Registered with FER. Regular payments being received.	18,136
Prosecution Parking Act	5152.07	Registered with FER.	5,250
Prosecution Dog Act 1976	5285.07	Registered with FER. Regular payments being received.	1,701
Prosecution Building Act	5321.07	Registered with FER. Regular payments being received.	2,627
Prosecution Planning & Development Act	5325.07	Registered with FER.	38,463
Prosecution Building Act 2011	5474.07	Registered with FER. Regular payments being received.	37,864
Prosecution Dog Act 1976	5537.07	Registered with FER. Regular payments being received.	7,298
			205,991
Other Sundry Debtors			
Local Government Act 1995 abandoned vehicle	3884.03	Defaulted Payment arrangement. Potential minor case claim.	1,155
Developer Contribution- Hazard Reduction costs	4312.03/06	Property to be sold. Hazard Reduction costs to be transferred to rates.	1,390
Hazard Reduction costs	4355.03	To be transferred to rates - Debtors policy complete.	1,054
Total Debtors 90+ days > \$1,000			209,591

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 28 FEBRUARY 2022

OPERATING ACTIVITIES
NOTE 5
DISPOSAL OF ASSETS

Asset description	Current Budget				YTD Actual				Comment
	Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)	
	\$	\$	\$	\$	\$	\$	\$	\$	
Motor Vehicles									
Plant Replacement P495	22,825	20,000	0	(2,825)	0	0	0	0	
Plant Replacement P502	19,800	20,000	200	0	0	0	0	0	
Plant Replacement P512	20,000	20,000	0	0	0	0	0	0	
Plant Replacement P517	22,825	22,825	0	0	0	0	0	0	
Plant Replacement P522	20,000	20,000	0	0	20,190	31,041	10,851	0	
Plant Replacement P519	20,000	20,000	0	0	0	0	0	0	
Plant Replacement P524	22,825	22,825	0	0	0	0	0	0	
Plant Replacement P541	15,822	14,850	0	(972)	0	0	0	0	
Plant Replacement P543	16,164	14,850	0	(1,314)	0	0	0	0	
Plant Replacement P545	23,937	22,825	0	(1,112)	0	0	0	0	
Plant Replacement P548	18,161	14,850	0	(3,311)	0	0	0	0	
Plant Replacement P549	26,211	22,825	0	(3,386)	0	0	0	0	
Plant Replacement P550	24,910	22,825	0	(2,085)	0	0	0	0	
Plant Replacement P523	20,000	20,000	0	0	20,000	32,632	12,632	0	
Plant Replacement P553	25,975	23,000	0	(2,975)	26,152	29,905	3,753	0	
Plant Replacement P492	22,050	22,050	0	0	22,050	29,215	7,165	0	cfwd from FY21.
Plant & Equipment									
Plant Replacement P260	16,250	13,000	0	(3,250)	0	0	0	0	
Plant Replacement P263	20,560	16,250	0	(4,310)	20,166	21,855	1,689	0	
Plant Replacement P446	40,000	40,000	0	0	0	0	0	0	
Plant Replacement P332	433	2,000	1,567	0	0	0	0	0	
Plant Replacement P419	3,080	1,000	0	(2,080)	0	0	0	0	
Plant Replacement P441	10,000	10,000	0	0	0	0	0	0	
Plant Replacement P442	33,273	25,000	0	(8,273)	0	0	0	0	
Plant Replacement P503	9,486	7,500	0	(1,986)	9,934	8,700	0	(1,234)	
Plant Replacement P531	10,000	10,000	0	0	0	0	0	0	
Plant Replacement P114 - Tandem Axle Tilt Trailer	2,000	2,000	0	0	2,000	3,521	1,521	0	cfwd from FY21.
Plant Replacement P351 Mitsubishi Canter Tip Truck	25,000	25,000	0	0	25,000	29,639	4,639	0	cfwd from FY21.
Plant Replacement P223 Volvo Loader L70	80,000	80,000	0	0	50,000	87,462	37,462	0	cfwd from FY21.
Plant Replacement P557	32,603	32,603	0	0	26,288	35,810	9,523	0	cfwd from FY21.
Land									
Moombaki	517,000	517,000	0	0	0	0	0	0	
	1,141,190	1,105,078	1,767	(37,879)	221,780	309,780	89,234	(1,234)	
			Net Profit/(Loss)	(36,112)			Net Profit/(Loss)	88,001	













































**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS**

Capital acquisitions	Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance
	\$	\$	\$	\$	\$
Land and Buildings	6,745,168	8,172,772	5,424,765	1,895,970	(3,528,795)
Plant, Furniture and Equipment	1,269,300	1,601,981	1,081,828	631,238	(450,590)
Intangible Assets	1,407,909	1,407,909	950,927	1,492,692	541,765
Infrastructure - Roads	13,386,090	13,401,090	3,282,069	2,365,498	(916,571)
Infrastructure - Parks & Reserves	1,612,892	2,527,222	876,942	144,421	(732,521)
Infrastructure - Footpaths	1,265,975	1,679,975	1,455,276	732,682	(722,594)
Infrastructure - Car Parks	49,717	99,717	49,717	4,520	(45,197)
Infrastructure - Drainage	268,278	623,152	369,879	152,170	(217,709)
Infrastructure - Bus Shelters	29,796	29,796	29,796	0	(29,796)
Infrastructure - Street Lights	194,192	207,976	191,976	129,063	(62,913)
Payments for Capital Acquisitions	26,229,317	29,751,590	13,713,175	7,548,253	(6,164,922)
Right of use assets	0	0	0	0	0
Total Capital Acquisitions	26,229,317	29,751,590	13,713,175	7,548,253	(6,164,922)
Capital Acquisitions Funded By:					
	\$	\$	\$	\$	\$
Capital grants and contributions	17,515,755	19,990,799	3,740,459	1,564,581	(2,175,878)
Disposal of Assets	943,425	486,028	493,828	193,103	(300,725)
Cash Backed Reserves	8,684,361	21,286,939	2,319,622	2,462,837	143,215
Municipal Funds	(914,224)	(12,012,176)	7,159,266	3,327,732	(3,831,534)
Capital funding total	26,229,317	29,751,590	13,713,175	7,548,253	(6,164,922)









































NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS (CONTINUED)

Capital Expenditure			Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
			\$	\$	\$	\$	\$	
Buildings								
	15030	Recquatic Front Counter - Automated Gates	90,000	90,000	0	81,105	81,105	Works are complete.
	14003	Kwinana South VBFB Station Extensions - Meeting/Training Room,	699,600	1,853,204	699,600	11,445	(688,155)	Demolition of existing building scheduled for March 2022.
	15023	Sloans Heritage (Caretaker) Cottage Accessibility Works	44,000	44,000	44,000	0	(44,000)	LRCI Round 1 funding extended to June 2022. Design has commenced.
	14002	Kwinana South VBFB - Additional work	25,000	25,000	0	0	0	Work to commence once Kwinana South VBFB Station Extensions (14003) is complete.
	15002	Administration Building - New / Upgrade	50,000	132,500	50,000	28,753	(21,247)	Additional \$165k carried forward from FY21.
	15002	Administration Building - Renewal	50,000	132,500	50,000	28,753	(21,247)	Painting completed August, awaiting finalisation of drawings.
	15004	Building & Parks Contingency	100,000	100,000	60,000	22,677	(37,323)	
	15014	DCA 9 - Local Sports Ground Clubroom - Honeywood	3,718,203	3,718,203	2,478,800	808,887	(1,669,913)	Construction has commenced.
	15029	Operations Centre Extension - New / Upgrade	578,947	578,947	578,947	352,038	(226,909)	Work commenced September 2021. Delayed by a month.
	15029	Operations Centre Extension - Renewal	578,947	578,947	578,947	352,038	(226,909)	Work commenced September 2021. Delayed by a month.
	15005	Building Renewals - 18 Maydwell Way - window screens	4,988	4,988	4,988	238	(4,750)	
	15006	Building Renewals - Administration Building - fire alarm sensors	12,968	12,968	12,968	618	(12,350)	
	15008	Building Renewals - asbestos removal Bright Futures	6,983	6,983	6,983	4,222	(2,761)	
	15007	Building Renewals - Administration Building - front counter window tint	5,985	5,985	5,985	285	(5,700)	
	15010	Building Renewals - asbestos removal 156 Medina Avenue	12,469	12,469	12,469	594	(11,875)	
	15012	Building Renewals - Business Incubator - security screens	14,963	14,963	14,963	713	(14,250)	
	15013	Building Renewals - Business Incubator - ablutions renovation	24,938	24,938	24,938	2,350	(22,588)	
	15009	Building Renewals - Bright Futures Family Day Care Office - AC units	7,980	7,980	7,980	380	(7,600)	
	15015	Building Renewals - John Wellard Community Centre - creche softfall	24,938	24,938	24,938	1,188	(23,750)	
	15033	Building Renewals - Recquatic Centre - stadium floor strip and seal	12,469	12,469	12,469	10,734	(1,735)	
	15034	Building Renewals - Recquatic Centre - mechanical	59,850	59,850	59,850	2,850	(57,000)	
	15035	Building Renewals - Recquatic Centre - emergency exit doors	13,466	13,466	13,466	8,522	(4,944)	
	15037	Building Renewals - Senior Citizens Centre	39,900	39,900	39,900	24,040	(15,860)	Works are in progress.
	15016	Building Renewals - Sloan Heritage House (1950's) - external repairs	14,963	14,963	14,963	12,158	(2,805)	
	15017	Building Renewals - Sloan Cottage - renewal and accessibility works	49,875	49,875	49,875	2,375	(47,500)	Awaiting design approval.
	15018	Building Renewals - Smirks Cottage Museum - drainage	9,975	9,975	9,975	4,425	(5,550)	
	15019	Building Renewals - Tennis Club	9,975	9,975	9,975	13,350	3,375	
	15020	Building Renewals - Wandl Schoolrooms	14,963	14,963	14,963	713	(14,250)	Quotes received and works to be scheduled.
	15021	Building Renewals - Wheatfield Cottage	49,875	49,875	49,875	2,375	(47,500)	Work to commence March/April 2022.
	15022	Building Renewals - Koorliny Arts Centre	34,913	34,913	34,913	1,663	(33,250)	Works to commence April 2022.
	15024	Darius Wells Library and Resource Centre - Electrical Works	80,000	80,000	80,000	0	(80,000)	LRCI Grant Round 2.
	15025	Darius Wells Library and Resource Centre - Ken Jackman hall flooring	45,000	45,000	45,000	35,280	(9,720)	LRCI Grant Round 2.
	15026	John Wellard Community Centre - Repair solar panels connection to	10,000	10,000	10,000	0	(10,000)	LRCI Grant Round 2.
	15027	Koorliny Community Arts Centre - Air conditioner and exhaust fan	8,500	8,500	8,500	0	(8,500)	LRCI Grant Round 2.
	15031	Recquatic Centre - Front Admin east and Reception area - Air Conditioner	67,000	67,000	67,000	0	(67,000)	LRCI Grant Round 2.
	15038	Zone Youth Centre - repaint basketball court	30,000	30,000	30,000	13,950	(16,050)	LRCI Grant Round 2. Work completed September 2021.
	15028	Thomas Oval Pavilion(Old) - Roof Restoration including gutters and downpipes	20,000	20,000	20,000	0	(20,000)	LRCI Grant Round 2. Work to commence December 2021.
	15032	Recquatic Centre - Stadium Floor Replacement - Insurance claim	38,065	38,065	38,065	37,785	(280)	
	15036	Animal Care Facility Refurbishment	85,470	85,470	85,470	5,768	(79,702)	Fence installed. Cattery almost complete, dog area scheduled for January 2022.
	15249	Shade Structure - Honeywood Oval - funded by Honeywood Primary School Contribution	0	50,000	50,000	3,091	(46,909)	Budget Variation 27 October 2021.
	15263	Medina Hall - Main Hall fan replacement - LRCI Round 3 - Project# 11	0	15,000	0	0	0	Budget Variation 27 October 2021.
	15264	Recquatic Yoga Room - Office Conversion - LRCI Round 3 - Project# 12	0	20,000	0	0	0	Budget Variation 27 October 2021.
	15265	Feilman Building - Level 1, 18 Darius Drive (DFES) - Lighting Upgrade	0	24,000	24,000	20,607	(3,393)	Budget Variation pending 15 December 2021.
	Buildings Total		6,745,168	8,172,772	5,424,765	1,895,970	(3,528,795)	


































NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS (CONTINUED)

Capital Expenditure			Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
			\$	\$	\$	\$	\$	
Plant, Furniture and Equipment								
Furniture and Equipment								
	15059	Furniture and Fittings Renewal	20,000	20,000	20,000	17,821	(2,179)	
	15207	Furniture - Councillors Lounge	0	35,000	22,938	20,437	(2,501)	Carried forward from FY21.
Computing Equipment								
	15042	CFWD City Website Redevelopment	22,909	55,000	27,591	13,844	(13,747)	Additional \$23k carry forward from FY21. Budget Variation 15 December 2021.
	15043	OneCouncil Implementation	1,385,000	1,385,000	923,336	1,478,848	555,512	Budget to be amended after Budget Review March 2022.
Plant and Equipment								
	15088	City Assist - Animal Enclosures	12,000	12,000	12,000	15,630	3,630	
	15089	Recquatic Equipment renewal - 25m pool stairs and trolley	30,000	30,000	30,000	5,474	(24,526)	
	15090	Recquatic Plant renewal	27,300	27,300	27,300	16,107	(11,193)	
	15091	Variable Message Sign - Fire & Emergency Services	35,000	35,000	35,000	0	(35,000)	
	15190	Plant Replacement P353	4,000	4,000	4,000	0	(4,000)	Purchase complete. Under \$5k - has been expensed
	15092	Plant Replacement P438	5,000	5,000	5,000	5,486	486	Purchase complete.
	15093	Plant Replacement P147	4,500	4,500	4,500	0	(4,500)	
	15094	Plant Replacement P260	60,000	60,000	0	0	0	
	15095	Plant Replacement P263	65,000	65,000	0	0	0	
	15096	Plant Replacement P446	240,000	240,000	0	0	0	
	15097	Plant Replacement P332	7,500	7,500	7,500	0	(7,500)	
	15098	Plant Replacement P419	36,500	36,500	36,500	31,100	(5,400)	
	15099	Plant Replacement P441	29,000	29,000	29,000	0	(29,000)	
	15100	Plant Replacement P442	100,000	111,000	0	0	0	Budget Variation OCM 15 December 2021.
	15101	Plant Replacement P503	22,000	22,000	22,000	28,000	6,000	Purchase complete.
	15102	Plant Replacement P530	6,000	6,000	6,000	0	(6,000)	
	15103	Plant Replacement P531	38,000	38,000	38,000	0	(38,000)	
	15104	Plant Replacement P532	6,500	6,500	6,500	0	(6,500)	
	15216	Plant Replacement P531	0	5,440	5,440	0	(5,440)	Carried forward from FY21.
	15217	Plant Replacement P114	0	14,750	14,750	0	(14,750)	Carried forward from FY21.
	15218	Plant Replacement P557	0	99,350	99,350	99,350	0	Carried forward from FY21. Purchase complete. Budget Variation OCM 13 October 2021 for actuals.
	15220	Plant Replacement P351	0	135,050	135,050	134,410	(640)	Carried forward from FY21. Purchase complete.
Motor Vehicles								
	15107	Plant Replacement P495	41,500	41,500	41,500	0	(41,500)	
	15109	Plant Replacement P502	45,000	45,000	45,000	39,784	(5,216)	Purchase complete.
	15110	Plant Replacement P512	41,000	41,000	41,000	43,052	2,052	Purchase complete.
	15111	Plant Replacement P517	41,500	41,500	41,500	0	(41,500)	
	15114	Plant Replacement P522	41,000	41,000	41,000	46,395	5,395	Purchase complete.
	15108	Plant Replacement P519	41,000	41,000	41,000	41,198	198	Purchase complete.
	15112	Plant Replacement P524	41,500	41,500	41,500	41,943	443	Purchase complete.
	15115	Plant Replacement P541	27,500	27,500	27,500	0	(27,500)	
	15117	Plant Replacement P543	27,500	27,500	27,500	0	(27,500)	
	15116	Plant Replacement P545	35,000	35,000	35,000	0	(35,000)	
	15118	Plant Replacement P548	27,500	27,500	27,500	0	(27,500)	
	15120	Plant Replacement P549	35,000	35,000	35,000	0	(35,000)	
	15121	Plant Replacement P550	35,000	35,000	35,000	0	(35,000)	
	15113	Plant Replacement P523	41,000	41,000	41,000	45,051	4,051	Purchase complete.
Plant, Furniture and Equipment Total			2,677,209	3,009,890	2,032,755	2,123,930	91,175	




































NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS (CONTINUED)

Capital Expenditure			Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
			\$	\$	\$	\$	\$	
Park and Reserves								
	15061	Kwinana Loop Trail Upgrade	350,000	350,000	0	0	0	
	15062	Parks Upgrade Strategy - Ascot Park	160,000	180,000	160,000	16,402	(143,598)	Works due for completion April 2022.
	15063	Public Open Space/Parks & Reserves Renewals	697,892	697,892	418,794	81,871	(336,923)	
	15064	Streetscape Strategy - Gilmore Ave	150,000	150,000	103,636	17,136	(86,500)	Under design/consultation.
	15065	Streetscape Strategy - Sulphur Road	70,000	70,000	6,364	6,364	0	Under design/consultation. Works programmed for June.
	15066	Urban Tree Planting - Sulphur Road	185,000	185,000	16,818	16,818	0	Under design/consultation. Works programmed for May/June.
	15221	Calista Oval Bike Track	0	350,000	150,000	0	(150,000)	
	15223	Bird Waterer for administration building grounds	0	5,890	5,890	5,830	(60)	Carried forward from FY21. Installation complete.
	15256	Honeywood POS - Disability Access - LRCI Round 3 - Project# 4	0	9,440	9,440	0	(9,440)	Budget Variation OCM 27 October 2021.
	15257	Ascot Park Playground - paths, shelter, seating, shade - LRCI Round 3 - Project# 6	0	0	0	0	0	Budget Variation OCM 27 October 2021.
	15258	Homestead Ridge Park Shelter - LRCI Round 3 - Project# 7	0	6,000	6,000	0	(6,000)	Budget Variation OCM 27 October 2021.
	15259	Softfall Replacements - various non-compliant - LRCI Round 3 - Project# 10	0	60,000	0	0	0	Budget Variation OCM 27 October 2021.
	15260	Wellard Oval Lighting Installation - LRCI Round 3 - Project# 9	0	450,000	0	0	0	Budget Variation OCM 27 October 2021.
	15261	Bertram Oval Cricket Pitch Upgrade - LRCI Round 3 - Project# 13	0	7,000	0	0	0	Budget Variation OCM 27 October 2021.
	15262	Kelly Park Soccer Goal Replacements - LRCI Round 3 - Project# 14	0	6,000	0	0	0	Budget Variation OCM 27 October 2021.
Parks and Reserves Total			1,612,892	2,527,222	876,942	144,421	(732,521)	
Roads								
Urban Road Grant Construction								
	15070	MRRG Road Renewals Gilmore Ave	450,836	450,836	450,836	366,152	(84,684)	Works have been completed.
	15071	MRRG Road Renewals Wellard Road A	514,640	514,640	514,640	456,519	(58,121)	Works have been completed.
	15072	MRRG Road Renewals Hope Valley	340,684	340,684	340,684	327,715	(12,970)	Works have been completed.
Black Spot Grant Construction								
	15068	Wellard Road & Henley Boulevard Pre-deflection	470,000	470,000	470,000	45,745	(424,255)	Under design/consultation.
Roads to Recovery Grant Construction								
	15083	Roads to Recovery Westcott Road	480,000	480,000	480,000	408,793	(71,207)	Works have been completed, awaiting outstanding invoices.
DCA Funded Construction								
	15069	DCA 3,4 - Thomas Road	9,009,930	9,009,930	0	0	0	
LRCI Projects								
	15079	LRCI Phase 2 Sicklemore Road	760,000	760,000	760,000	584,647	(175,353)	Works completed September, awaiting outstanding invoices.
	15080	LRCI Phase 2 Joiner Place	150,000	0	0	0	0	
	15081	LRCI Phase 2 Summerton Rd and Gilmore Ave Intersection crossing	50,000	50,000	50,000	53,701	3,701	Works completed August.
	15252	Anketell Road - Resealing - LRCI Round 3 - Project# 1	0	100,000	0	0	0	Budget Variation OCM 27 October 2021.
Municipal Road Construction								
	15073	Road Renewals Hefron Way	275,000	275,000	25,000	25,000	0	Works programmed for March.
	15074	Road Renewals Munday Way	205,000	205,000	18,636	18,636	0	Works programmed for April.
	15075	Road Renewals Derbal St	185,000	185,000	16,818	16,818	0	Works programmed for April.
	15076	Road Renewals Powel Ct	135,000	135,000	12,273	12,273	0	Works programmed for May.
	15077	Road Renewals Inglis Ct	135,000	135,000	12,273	12,273	0	Works programmed for May.
	15078	Road Renewals Dent Court	125,000	125,000	11,364	11,364	0	Works programmed for June.
	15082	Traffic Management Projects	100,000	100,000	54,545	24,176	(30,369)	Under design/consultation.
	15248	Leath/Donaldson Rd Intersection Upgrade - Contribution from Kleenheat/Evol LNG for Road Train driveway access	0	65,000	65,000	1,688	(63,313)	Budget Variation 15 December 2021
Roads Total			13,386,090	13,401,090	3,282,069	2,365,498	(916,571)	

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS (CONTINUED)

Capital Expenditure			Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
			\$	\$	\$	\$	\$	
Street Lighting								
	15084	Challenger Ave Street light construction - Warner to Bertram Road	135,000	135,000	135,000	112,029	(22,971)	Works completed January, awaiting outstanding invoices.
	15085	Street Lighting New	40,000	40,000	24,000	15,289	(8,711)	
	15086	Street Lighting Renewal per Asset Management Plan	19,192	19,192	19,192	1,745	(17,447)	
	15250	Replacement Street Light Gilmore Avenue PR0033520 - To be funded by Insurance Proceeds	0	13,784	13,784	0	(13,784)	Budget Variation 15 December 2021.
Street Lighting Total			194,192	207,976	191,976	129,063	(62,913)	
Bus Shelter Construction								
	15039	Bus Shelters - New	12,000	12,000	12,000	0	(12,000)	Under design/consultation.
	15040	Bus Shelters - Renewal	17,796	17,796	17,796	0	(17,796)	
Bus Shelter Construction Total			29,796	29,796	29,796	0	(29,796)	
Footpath Construction								
	15046	Footpath Renewals	109,669	109,669	94,970	72,771	(22,199)	
	15058	Gilmore Ave Shared path Construction - Thomas Rd to Chisham Ave	850,000	950,000	850,000	65,705	(784,295)	Includes Budget Variation OCM 27 October 2021. \$50k LRCI Round 3 funding.
	15047	LRCI Phase 2 - Hunt Place Footpath	35,000	35,000	35,000	18,908	(16,092)	Works completed September, awaiting outstanding invoices.
	15048	LRCI Phase 2 - Cowling Way Footpath	55,000	55,000	55,000	49,282	(5,718)	Works completed September.
	15049	LRCI phase 2 - Mulligan Way Footpath	55,000	55,000	55,000	0	(55,000)	Completed last financial year.
	15050	LRCI phase 2 - Napoleon Way Footpath	20,000	20,000	20,000	22,558	2,558	Works completed September.
	15051	LRCI phase 2 - Warrior Pass Footpath	25,000	25,000	25,000	26,780	1,780	Works completed September, awaiting outstanding invoices.
	15052	LRCI phase 2 - Tranby Way Footpath	30,000	30,000	30,000	28,205	(1,795)	Works completed September.
	15053	LRCI phase 2 - Ameer Cres Footpath	25,000	25,000	25,000	30,551	5,551	Works completed September, awaiting outstanding invoices.
	15054	LRCI phase 2 - Roach Place Footpath	25,000	25,000	25,000	45,812	20,812	Works completed November, awaiting outstanding invoices.
	15055	LRCI phase 2 - Sub N Drain Footpath	22,000	22,000	22,000	28,788	6,788	Works completed November.
	15057	LRCI phase 2 - Trusty Way West, Bertram - New 1.5m footpath construction	14,306	14,306	14,306	23,174	8,868	Works commenced December.
	15209	LRCI phase 2 - Gamble Place Footpath	0	30,000	0	41,599	41,599	Works completed December, awaiting outstanding invoices.
	15210	LRCI phase 2 - Waddingham Way Footpath	0	60,000	0	53,467	53,467	Works completed November, awaiting outstanding invoices.
	15211	LRCI phase 2 - Pudney Place Footpath	0	20,000	0	26,229	26,229	Works completed September.
	15212	LRCI phase 2 - Joiner Place Footpath	0	150,000	150,000	170,088	20,088	Works completed October.
	15240	Gilmore Ave Shared Path Stage 2 Design - Chisham Ave to Henley Blvd	0	54,000	54,000	28,764	(25,236)	Budget Variation OCM 13 October 2021. PBN LG Grants Program. Under design/consultation.
Footpath Construction Total			1,265,975	1,679,975	1,455,276	732,682	(722,594)	
Drainage Construction								
	15044	Tanson Road Drainage Upgrade	250,000	250,000	22,727	22,727	0	Works programmed for March.
	15045	Drainage Renewals per Asset Management Plan	18,278	18,278	18,278	4,811	(13,467)	
	15227	DCA 1 Stormwater Management Infrastructure	0	328,874	328,874	124,632	(204,242)	Carried forward from FY21. Project complete, awaiting outstanding invoices.
	15255	Cimbor Way - Drainage Upgrade - LRCI Round 3 - Project# 2	0	26,000	0	0	0	Budget Variation OCM 27 October 2021.
Drainage Construction Total			268,278	623,152	369,879	152,170	(217,709)	
Car Park Construction								
	15041	Car Park Renewal	49,717	99,717	49,717	4,520	(45,197)	Includes Budget Variation OCM 27 October 2021. \$50k LRCI Round 3 funding.
Capital Expenditure Total			26,229,317	29,751,590	13,713,175	7,548,253	(6,164,922)	
Level of Completion Indicators (Percentage YTD Actual to Annual Budget)								
	0%							
	20%							
	40%							
	60%							
	80%							
	100%							
	Over 100%							

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**FINANCING ACTIVITIES
NOTE 7
BORROWINGS**

Repayments - borrowings

Information on borrowings

Particulars	Finalisation of Loan	1 July 2021	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual	Current Budget	Actual	Current Budget	Actual	Current Budget	Actual	Current Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Governance										
Loan 99 - Administration Building Renovations	2024/25	474,796	0	0	53,158	107,976	421,639	366,820	16,632	31,413
Education and welfare										
Loan 96 - Youth Specific Space	2022/23	65,755	0	0	15,539	31,663	50,216.16	34,092	2,745	4,855
Loan 100 - Youth Specific Space	2027/28	1,136,128	0	0	69,545	140,713	1,066,584	995,415	30,505	59,110
Recreation and culture										
Loan 94 - Wellard Sports Pavilion	2021/22	56,126	0	0	27,622	56,126	28,504	0	2,059	2,841
Loan 95 - Orelia Oval Pavilion	2022/23	157,813	0	0	37,294	75,991	120,519	81,822	6,589	11,652
Loan 97 - Orelia Oval Pavilion Extension	2024/25	1,050,587	0	0	117,622	238,920	932,965	811,667	36,802	69,508
Loan 102 - Library & Resource Centre	2028/29	6,191,172	0	0	325,251	657,885	5,865,921	5,533,287	161,897	315,089
Loan 104 - Recquatic Refurbishment	2029/30	3,072,151	0	0	143,159	289,216	2,928,992	2,782,935	73,044	142,512
Loan 105 - Bertram Community Centre	2029/30	1,156,743	0	0	57,646	116,232	1,099,097	1,040,511	22,469	43,760
Loan 106 - Destination Park - Calista	2030/31	1,218,976	0	0	52,353	105,528	1,166,623	1,113,448	23,431	45,790
Transport										
Loan 98 - Streetscape Beautification	2024/25	640,975	0	0	71,763	145,768	569,213	495,207	22,453	42,417
Loan 101 - City Centre Redevelopment	2021/22*	2,500,000	0	0	2,500,000	2,500,000	0	0	0	0
Loan 101B - City Centre Redevelopment	TBA*	0	2,500,000	2,500,000	0	118,065	2,500,000	2,381,935	39,697	50,005
B/Fwd Balance		17,721,222	2,500,000	2,500,000	3,470,950	4,584,083	16,750,272	15,637,139	438,323	818,952
Self supporting loans										
Recreation and culture										
Loan 103B - Golf Club Refurbishment	2031/32	232,704	0	0	8,850	17,847	223,854	214,857	4,680	9,169
		232,704	0	0	8,850	17,847	223,854	214,857	4,680	9,169
**Share of SMRC Loan		435,600	0	0	0	0	435,600	435,600	0	0
Total		18,389,526	2,500,000	2,500,000	3,479,800	4,601,930	17,409,725	16,287,596	443,003	828,121
Current borrowings		4,601,930					2,537,530			
Non-current borrowings		13,787,596					14,872,195			
		18,389,526					17,409,725			

*City Centre Redevelopment loan has been refinanced Sep 21.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

OPERATING ACTIVITIES
NOTE 8
CASH RESERVES

Cash backed reserve									
Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual Closing Balance
Municipal Reserves	\$	\$	\$	\$	\$	\$	\$	\$	\$
Aged Persons Units Reserve	772,744	3,768	962	189,193	0	(190,000)	0	775,705	773,706
Asset Management Reserve	5,190,293	63,740	9,448	1,824,777	0	(3,741,911)	0	3,336,899	5,199,741
Banksia Park Reserve	209,270	124	278	128,950	0	(90,000)	0	248,344	209,547
City Infrastructure Reserve	1,360,526	5,064	1,677	0	0	(404,418)	0	961,172	1,362,204
Community Services & Emergency Relief Reserve	334,163	1,720	328	0	0	(200,000)	0	135,883	334,491
Contiguous Local Authorities Group Reserve	278,785	1,356	400	23,840	0	(38,800)	0	265,181	279,184.44
Employee Leave Reserve	2,946,683	0	6,273	0	0	0	0	2,946,683	2,952,956
Employee Vacancy Reserve	502,648	2,544	0	0	0	0	0	505,192	502,648
Family Day Care Reserve	1,040,525	6,020	1,460	0	0	(64,186)	0	982,359	1,041,985
Golf Course Cottage Reserve	29,557	148	0	0	0	0	0	29,705	29,557
Golf Club Maintenance Reserve	17,145	44	0	5,004	0	(5,004)	0	17,189	17,145
Information Technology Reserve	2,546,176	10,680	4,384	80,000	80,000	(1,385,000)	(1,125,413)	1,251,856	1,505,147
Plant and Equipment Replacement Reserve	378,327	2,880	435	895,050	341,619	(995,444)	(220,869)	280,813	499,511
Public Art Reserve	29,900	152	45	0	270,000	0	0	30,052	299,945
Public Open Space Reserve	320,613	0	683	0	0	0	0	320,613	321,296
Refuse Reserve	5,524,521	0	10,981	0	0	(184,178)	0	5,340,343	5,535,502
Renewable Energy Efficiency Reserve	34,354	172	42	16,535	0	(9,035)	0	42,026	34,397
Restricted Grants & Contributions Reserve	3,157,387	0	0	85,000	231,520	(2,471,822)	(1,132,485)	770,565	2,256,422
Settlement Agreement Reserve	168,670	856	252	0	0	0	0	169,526	168,922
Strategic Property Reserve	0	0	0	512,000	0	0	0	512,000	0
Workers Compensation Reserve	324,699	732	486	0	0	0	0	325,431	325,185
Sub-Total Municipal Reserves	25,166,985	100,000	38,134	3,760,349	923,139	(9,779,798)	(2,478,767)	19,247,536	23,649,491
Developer Contribution Reserves									
DCA 1 - Hard Infrastructure - Bertram	738,950	5,652	400	500,000	318,335	(283,284)	0	961,318	1,057,685
DCA 2 - Hard Infrastructure - Wellard	1,720,913	9,012	486	50,000	109,944	(14,410)	0	1,765,515	1,831,343
DCA 3 - Hard Infrastructure - Casuarina	0	0	0	6,000,000	0	(5,535,695)	0	464,305	0
DCA 4 - Hard Infrastructure - Anketell	1,194,025	5,420	1,949	3,200,000	467,778	(3,503,055)	0	896,390	1,663,753
DCA 5 - Hard Infrastructure - Wandi	972,057	4,436	1,429	500,000	0	(14,410)	0	1,462,083	973,486
DCA 6 - Hard Infrastructure - Mandogalup	753,955	2,564	252	400,000	262,752	(14,410)	0	1,142,109	1,016,959
DCA 7 - Hard Infrastructure - Wellard West	52,703	224	85	5,000	26,857	(14,410)	0	43,517	79,645
DCA 8 - Soft Infrastructure - Mandogalup	1,418,990	5,876	2,274	200,000	246,531	(14,410)	0	1,610,456	1,667,794
DCA 9 - Soft Infrastructure - Wandij/Anketell	12,810,629	58,108	20,909	5,000	727,510	(3,332,613)	(493,168)	9,541,124	13,065,881
DCA 10 - Soft Infrastructure - Casuarina/Anketell	197,221	920	324	5,000	0	(14,410)	0	188,731	197,545
DCA 11 - Soft Infrastructure - Wellard East	6,478,479	29,020	45	5,000	17,092	(14,410)	0	6,498,089	6,495,616
DCA 12 - Soft Infrastructure - Wellard West	9,488,144	42,468	79	5,000	336,947	(14,410)	0	9,521,202	9,825,170
DCA 13 - Soft Infrastructure - Bertram	269,075	1,184	436	5,000	0	(14,410)	0	260,849	269,511
DCA 14 - Soft Infrastructure - Wellard/Leda	813,783	3,708	1,330	5,000	54,468	(14,410)	0	808,081	869,581
DCA 15 - Soft Infrastructure - City Site	306,909	1,408	450	5,000	28,476	(14,410)	0	298,907	335,836
Sub-Total Developer Contribution Reserves	37,215,834	170,000	30,448	10,890,000	2,596,691	(12,813,157)	(493,168)	35,462,677	39,349,805
Total Reserves	62,382,819	270,000	68,582	14,650,349	3,519,830	(22,592,955)	(2,971,935)	54,710,213	62,999,296

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**NOTE 9
OPERATING GRANTS AND CONTRIBUTIONS**

Operating grants, subsidies and contributions	Contract Liability	Current Budget Revenue	Budget YTD Revenue	Actual YTD Revenue	Comments
Provider	\$	\$		\$	
Governance					
Local Government General Purpose Grant		994,876	869,078	362,611	Qtr 1 FY22 received June 2021.
Local Government General Purpose Grant - Roads		811,188	713,122	270,327	Qtr 1 FY22 received June 2021.
Non Rateable Property - Dampier to Bunbury Natural Gas Pipeline Corridor		175,000	0	0	
Law, order, public safety					
Department Fire and Emergency Services - ESL	0	191,030	95,516	104,134	
Department Fire and Emergency Services - ESL 2022	52,067	0	0	15,170	Qtr 1 FY22 received June 2021.
DFES Mitigation Activity Grant 20/21 Round 2	0	376,250	268,126	188,126	Round 1 received July 21.
Health					
Mosquito Management Contributions (CLAG)	0	21,840	14,560	22,630	
Department of Health - Larvicide	0	2,000	2,000	1,881	
Education and welfare					
Banksia Park Operating Cost Contribution	0	353,808	235,872	235,872	
Family Daycare - Mainstream Childcare Benefit Subsidy		2,640,000	1,760,000	1,646,792	
Family Daycare - Inclusion Subsidy Scheme		5,004	3,336	0	
In-Home Care - CCB Subsidy		900,000	600,000	525,149	
In-Home Care - Subsidy - Department of Communities		10,320	6,880	0	
Family Day Care Sustainability Grant	33,937	0	0	0	Unspent balance to be refunded.
NGALA My Time Program	0	10,560	7,920	10,032	
Operational Subsidy - Aboriginal Resource Worker		31,500	31,500	30,514	
Library Contributions and Donations		2,096	2,064	720	
Childrens Bookweek - CBC of Australia		1,100	1,100	2,100	
Youth Social Justice Program	0	174,000	130,500	135,814	
Youth Leadership and Development LYRIK	10,000	30,000	30,000	23,185	
Youth Intervention Program		20,000	20,000	0	
Youth Spaces Activation	0	5,000	5,000	0	
DLGSCI Grant - Creative Communities - Artist in Residence		25,537	25,537	0	
Community amenities					
PTA Bus Shelter Subsidy		10,000	0	0	
SMCC - BP Coastcare		10,000	0	0	
SMCC - Tronox Adopt a Beach		5,000	5,000	0	
SMCC - Suez/ProAlliance Adopt a Beach		5,000	5,000	0	
Greening fund	23,201	23,200	23,200	0	
Recreation and culture					
Shared Use Agreements		127,500	0	95,586	
Every Club Funding - Dept. Gaming and Waging		30,000	30,000	30,000	
Good Things Foundation Grant - Get Online Week		1,000	1,000	0	
Event Sponsorship		60,000	45,000	0	
Community Development Fund - Kwinana Industries Council		40,000	20,000	19,000	
DLGSC - Community Arts & Storytelling	25,537	0	0	0	
Transport					
Main Roads Annual Direct Grant		192,000	0	205,684	Received July, budgeted in June.
Main Roads Street Light Subsidy		6,200	0	0	
Main Roads Maintenance Contribution		134,000	0	65,890	
TOTALS	144,742	7,425,009	4,951,311	3,991,216	

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022

NOTE 10
NON-OPERATING GRANTS AND CONTRIBUTIONS

Non-operating grants, subsidies and contributions Provider	Unspent Funding Liability	Adopted Budget Revenue	Current Budget Revenue	Budget YTD Revenue	Actual YTD Revenue	Comments
	\$		\$		\$	
Law, order, public safety						
Department Fire and Emergency Services – Kwinana South V8FB extensions	349,800	699,600	1,453,204	699,600	0	Budget Variation OCM 15 December 2021.
Local Roads and Community Infrastructure Program – Round 3						
Kwinana South Volunteer Bushfire Brigade Station – Demolition and rebuild	0	0	400,000	200,000	0	
Recreation and culture						
Honeywood Oval – Sports Ground Clubroom – Dept. Local Government	100,000	400,000	400,000	0	0	CSRFF first claim received Sep21.
Honeywood Oval – Shade Structure – Honewood Primary School	0	0	50,000	50,000	0	
Local Government Canopy Grant Program – WALGA – Sulphur Road Tree Planting	18,480	36,960	36,960	0	0	
Calista Oval Jnr Bike Rd Safety Track – Dept. Local Government	350,000	0	350,000	55,000	0	
Cash in lieu of Public Art	20,000	0	0	0	0	Funds held in Public Art Reserve.
Cash in lieu of Public Art	250,000	0	0	0	0	Funds held in Public Art Reserve.
Local Roads and Community Infrastructure Program – Round 1						
Sloan House (1950s) + Balance of funds unspent	46,305	44,000	44,000	44,000	0	
Local Roads and Community Infrastructure Program – Round 2						
Darius Wells Library – electrical works	40,000	80,000	80,000	80,000	0	
Darius Wells – Ken Jackman Hall flooring	22,500	45,000	45,000	45,000	0	
John Wellard Community Centre – Repair solar panel connections	5,000	10,000	10,000	10,000	0	
Koorliny Arts Centre – air conditioner replacement	4,250	8,500	8,500	8,500	0	
Thomas Oval Pavilion (old) roof restoration	10,000	20,000	20,000	20,000	0	
Recquatic Centre – front admin east and reception area airconditioner replacement	33,500	67,000	67,000	67,000	0	
Zone Youth Centre – repaint basketball court	7,516	30,000	30,000	30,000	6,467	
Local Roads and Community Infrastructure Program – Round 3						
Medina Hall – Main Hall fan replacement	0	0	15,000	7,500	0	
Recquatic Yoga Room – office conversion	0	0	20,000	10,000	0	
Wellard Oval Lighting Installation	0	0	300,000	150,000	0	
Softfall Replacements – various non-compliant	0	0	60,000	30,000	0	
Ascot Park Playground – paths, shelter, seating, shade	0	0	20,000	10,000	0	
Bertram Oval Cricket Pitch upgrade	0	0	7,000	3,500	0	
Kelly Park Soccer Goal Replacements	0	0	6,000	3,000	0	
Homestead Ridge Park Shelter	0	0	6,000	3,000	0	
Honeywood POS – disability access	0	0	9,440	4,720	0	
Transport						
Perth Bicycle Network LG Grant – Gilmore Avenue Shared Path Stage 1 Design	293,040	425,000	475,000	0	0	
Perth Bicycle Network LG Grant – Gilmore Avenue Shared Path Stage 2 Design	18,000	0	27,000	27,000	0	
Kwinana Loop Trail	0	175,000	175,000	0	0	
Leath/Donaldson Rd Intersection Upgrade – Contribution from Kleenheat/Evol LNG	0	0	65,000	65,000	65,000	Budget Variation OCM 15 December 2021.
Local Roads and Community Infrastructure Program – Round 2						
Footpaths – Gamble Place, Orelia	15,000	30,000	30,000	0	0	
Footpaths – Joiner Place, Parmelia	(68,991)	180,000	150,000	150,000	83,991	
Footpaths – Hunt Place (with Cowling Way), Parmelia	726	20,000	35,000	35,000	9,274	
Footpaths – Cowling Way (with Hunt Place), Parmelia	487	50,000	55,000	55,000	24,513	
Footpaths – Mulligan Way, Orelia	0	0	55,000	0	0	
Footpaths – Waddingham Way (formerly Porter Garden, Leda)	30,000	60,000	60,000	0	0	
Footpaths – Pudney Place, Orelia	(3,115)	20,000	20,000	0	13,115	
Footpaths – Napoleon Way, Bertram	(3,279)	16,000	20,000	20,000	11,279	
Footpaths – Warrior Pass, Bertram	(4,390)	18,000	25,000	25,000	13,390	
Footpaths – Tranby Way, Bertram	(1,603)	25,000	30,000	30,000	14,103	
Footpaths – Ameer Cres, Bertram	11,500	23,000	25,000	25,000	0	
Footpaths – Trusty Way West, Bertram	(15,753)	14,306	14,306	14,306	22,906	
Footpaths – Roach Place	(2,732)	0	25,000	25,000	12,732	
Footpaths – Sub N Drain	14,750	0	22,000	22,000	0	
Roads – Sicklemore Road, Parmelia	137,676	760,000	760,000	760,000	292,324	
Roads – Summerton Road, Calista	(5,206)	50,000	50,000	50,000	26,851	
Local Roads and Community Infrastructure Program – Round 3						
Carpark – Pace Road Carpark reconstruction	0	0	50,000	25,000	0	
Drainage – Cimbor Way Parmelia – Drainage Upgrade	0	0	26,000	13,000	0	
Footpaths – Gilmore Ave Shared Path Stage 1 – Bike Path Construction	0	0	50,000	25,000	0	
Roads – Anketell Road – Resealing	0	0	100,000	50,000	0	
Main Roads MRRG Funding						
MRRG Road Renewals Gilmore Ave	0	300,557	300,557	0	119,288	40% claim received, work scheduled for January.
MRRG Road Renewals Wellard Road A	0	343,093	343,093	0	391,380	40% claim received, work completed.
MRRG Road Renewals Hope Valley	0	227,123	227,123	0	179,306	40% claim received, work completed.
MRRG Reserve – Rehab Project – Wellard Rd (B) – W Calista – W Gilmore Aves – single carriageway	0	0	0	0	92,746	40% claim invoiced.
MRRG Reserve – Rehab Project – Mandurah Rd – Mounsey Rd Inters – Wellard Rd – single carriageway	0	0	0	0	60,583	40% claim invoiced.
Roads to Recovery						
Roads to Recovery Westcott Road	0	480,000	480,000	480,000	0	
Blackspot						
Blackspot – Wellard Road & Henley Boulevard Pre-Deflection	0	313,333	313,333	313,333	125,333	
Community amenities						
DCA 1 – Hard Infrastructure – Bertram	594,461	14,410	14,410	0	0	
DCA 2 – Hard Infrastructure – Wellard	1,427,235	14,410	14,410	0	0	
DCA 3 – Hard Infrastructure – Casuarina	0	5,535,695	5,535,695	0	0	
DCA 4 – Hard Infrastructure – Anketell	2,028,485	3,503,055	3,503,055	0	0	
DCA 5 – Hard Infrastructure – Wandl	1,499,723	14,410	14,410	0	0	
DCA 6 – Hard Infrastructure – Mandogalup	2,047,627	14,410	14,410	0	0	
DCA 7 – Hard Infrastructure – Mandogalup (west)	83,006	14,410	14,410	0	0	Revenue is recognised upon meeting performance obligations
DCA 8 – Soft Infrastructure – Mandogalup	2,049,560	14,410	14,410	0	0	
DCA 9 – Soft Infrastructure – Wandl / Anketell	11,669,749	3,332,613	3,332,613	0	0	(in-line with expenditure on DCA infrastructure).
DCA 10 – Soft Infrastructure – Casuarina/Anketell	186,550	14,410	14,410	0	0	
DCA 11 – Soft Infrastructure – Wellard East	5,729,312	14,410	14,410	0	0	
DCA 12 – Soft Infrastructure – Wellard West	9,212,948	14,410	14,410	0	0	
DCA 13 – Soft Infrastructure – Bertram	174,169	14,410	14,410	0	0	
DCA 14 – Soft Infrastructure – Wellard / Leda	751,887	14,410	14,410	0	0	
DCA 15 – Soft Infrastructure – Townsite	354,273	14,410	14,410	0	0	
TOTALS	39,482,447	17,515,755	19,990,799	3,740,459	1,564,581	

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**NOTE 11
TRUST FUND**

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

Description	Opening Balance 1 July 2021	Amount Received	Amount Paid	Closing Balance 28 Feb 2022
	\$	\$	\$	\$
APU Security Bonds	21,434	1,000	(580)	21,854
Contiguous Local Authorities Group (CLAG)	5,161	601	0	5,762
Off Road Vehicles	0	0	0	0
Uncollected Vehicles	4,829	824	0	5,653
	31,424	2,425	(580)	33,269

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**NOTE 12
BUDGET VARIATIONS**

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

Date	Description	Increase / (Decrease) to Net Surplus	Amended Budget Running Balance
		\$	\$
23/06/2021	Annual Budget adoption	0	0
14/07/2021	FY21 Carry Forward Projects		
	Capital Expenditure - Buildings - Administration Building refurbishment	(165,000)	
	Brought forward surplus	165,000	0
	Capital Expenditure - Computing Infrastructure - City Website Project	(23,091)	
	Reserve Transfer - Restricted Grants and Contributions Reserve - City Website Project	23,091	0
	Capital Revenue - Sales Proceeds - Sale of P492- Fleet Vehicle	22,050	
	Reserve Transfer - Plant & Equipment Replacement Reserve	(22,050)	0
	Capital Expenditure - Plant & Equipment - Plant Replacement P531 - Toro Ride on Mower deck only	(5,440)	
	Reserve Transfer - Plant & Equipment Replacement Reserve	5,440	0
	Capital Expenditure - Plant & Equipment - Plant Replacement P114 - Tandem Axle Trailer	(14,750)	
	Capital Revenue - Sales Proceeds - Sale of P114 - Tandem Axle Tilt Trailer	2,000	
	Reserve Transfer - Plant & Equipment Replacement Reserve	12,750	0
	Capital Revenue - Sales Proceeds - Sale of P351 Mitsubishi Canter Truck	25,000	
	Reserve Transfer - Plant & Equipment Replacement Reserve	(25,000)	0
	Capital Expenditure - Plant & Equipment - Plant Replacement P557 - Mitsubishi Canter Truck	(99,610)	
	Capital Revenue - Sales Proceeds - Sale of P557 Mitsubishi Canter Truck	25,000	
	Reserve Transfer - Plant & Equipment Replacement Reserve	74,610	0
	Capital Revenue - Sales Proceeds - Sale of P223 Volvo Loader L70	80,000	
	Reserve Transfer - Plant & Equipment Replacement Reserve	(80,000)	0
14/07/2021	Calista Oval Bike Track - State Government Grant		
	Capital Expenditure - Reserve Development - Calista Oval Bike track	(350,000)	
	Non-Operating Grant - Other Liability - Department of Local Government, Sport and Cultural Industries	350,000	0
28/07/2021	Carried forward Project - Councillors Lounge Furniture		
	Capital Expenditure - Furniture & Equipment - Councillor Lounge furniture	(35,000)	
	Brought forward surplus	35,000	0
	Reallocation of LRCI Round 2 funding		
	Non-Operating Grant - LRCI 2	110,000	
	Capital Expenditure - Footpaths - Various LRCI 2 Projects	(110,000)	0
11/08/2021	DFES Mitigation Grant		
	Revenue - Operating Grant	296,250	
	Operating Expenditure - Consultancy - Fire & Emergency Management	80,000	
	Operating Expenditure - Mitigation Works - Fire & Emergency Management	(376,250)	0
24/08/2021	Increase to Special Projects Officer role (OCM not required)		
	Operating Expenditure - Salaries	(20,783)	
	Operating Expenditure - Materials & Contracts	20,783	0
8/09/2021	Carried forward Project - Stormwater Drainage		
	Capital Expenditure - Drainage	(328,874)	
	Reserve Transfer - Restricted Grants & Contributions Reserve	60,000	
	Reserve Transfer - DCA 1 Reserve	268,874	0
	Carried forward Project - Bird Watering Station - Admin Building Grounds		
	Capital Expenditure - Reserves	(5,890)	
	Brought forward surplus	5,890	0

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**NOTE 12
BUDGET VARIATIONS**

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

Date	Description	Increase / (Decrease) to Net Surplus	Amended Budget Running Balance
		\$	\$
22/09/2021	Carried forward Project - Plant Replacement P351		
	Capital Expenditure - Plant & Equipment	(135,050)	
	Proceeds from sale of asset	25,000	
	Reserve Transfer - Plant & Equipment Replacement Reserve	110,050	0
13/10/2021	Gilmore Ave Shared Path Stage 2 Design - Chisham Ave to Henley Blvd - West Australia Bicycle Network Grants Program		
	Capital Expenditure - Plant & Equipment	(54,000)	
	Non Operating Grant - West Australia Bicycle Network	27,000	
	Corporate Overheads Recovered - Project Management Fees	27,000	0
	Change of asset replacement - Plant Replacement P557 to P392 (includes adjustment for actual expenditure and proceeds)		
	Capital Expenditure - Plant & Equipment	260	
	Proceeds from sale of asset	7,603	
	Reserve Transfer - Plant & Equipment Replacement Reserve	(7,863)	0
27/10/2021	Honeywood Oval Shade Structure - recognition of construction by Honeywood Primary School		
	Capital Expenditure - Infrastructure Buildings	(50,000)	
	Non Operating Contribution - Honeywood Primary School	50,000	0
	Allocation of Local Roads and Community Infrastructure Phase Three and Community Project Quarantined Funds		
	Capital Expenditure - Various (refer Note 6 for further details).	(1,219,440)	
	Operating Expenditure - Community Events	(25,000)	
	Non-Operating Grant - LRCI 3	1,069,440	
	Reserve Transfer - Restricted Grants and Contributions Reserve	175,000	0
24/11/2021	Recquatic - Transfer from expendable equipment for additional gate for creche		
	Operating Expenditure - Recquatic Administration	(2,322)	
	Operating Expenditure - Recquatic Centre Building Expenses	2,322	0
6/12/2021	Recquatic - Transfer from various operating expense for additional staff uniforms		
	Operating Expenditure - Recquatic Administration	(22,400)	
	Operating Expenditure - Recquatic Marketing	10,400	
	Operating Expenditure - Recquatic Centre Operations	8,000	
	Operating Expenditure - Recquatic Health & Fitness	4,000	0
15/12/2021	City Website Development Project - transfer of additional budget from operating for Phase 3 for the Recquatic sub-site		
	Capital Expenditure - Infrastructure Buildings	(9,000)	
	Operating Expenditure - Recquatic Marketing	7,000	
	Operating Expenditure - Marketing & Communication	2,000	0
	Gilmore Avenue Footpath - Additional funding approval received from DOT for LRCI phase 3 project		
	Capital Expenditure - Gilmore Ave Footpath	(50,000)	
	Non-Operating Grant - LRCI 3	50,000	0
	Replacement of Street lighting - City of Kwinana Property Claim - Street Light hit by vehicle, extra budget needed for excess difference		
	Capital Expenditure - Replacement Street Light	13,784	
	Operating Expenditure - Maintenance Roads - Street Lights	(10,000)	
	Non-Operating Reimbursement - LGIS Insurance Claim	(3,784)	0
	Kwinana South Volunteer Fire Brigade Station Rebuild - additional DFES grant funding		
	Capital Expenditure - Kwinana South Volunteer Fire Brigade Station Rebuild	(753,604)	
	Non-Operating Grant - DFES	753,604	0

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

**NOTE 12
BUDGET VARIATIONS**

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

Date	Description	Increase / (Decrease) to Net Surplus	Amended Budget Running Balance
		\$	\$
15/12/2021	Leath/Donaldson Rd Intersection Upgrade - Road Train Driveway Access contribution received		
	Capital Expenditure - Roads	(65,000)	
	Non-Operating Contribution - Kleenheat	65,000	0
	Plant Replacement P442 - budget increased due to current economic conditions (funds from Plant and Equipment Replacement Reserve)		
	Capital Expenditure - Plant & Equipment	(11,000)	
	Reserve Transfer - Plant and Equipment Replacement Reserve	11,000	0
	Feilman Building - Level 1, 18 Darius Drive lighting upgrade as part of DFES lease renewal		
	Capital Expenditure - Buildings	(24,000)	
	Brought forward surplus	24,000	
	Annual seedling subsidy - project was omitted from the Adopted Budget.		
	Operating Expenditure - Natural Environment	(9,000)	
	Brought forward surplus	9,000	0
	CCTV Subsidy Scheme (funded from Restricted Grants & Contributions Reserve)		
	Operating Expenditure - City Engagement	(50,000)	
	Reserve Transfer - Restricted Grants and Contributions Reserve	50,000	0
		0	

**KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 28 FEBRUARY 2022**

REVENUE

RATES

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

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

REVENUE FROM CONTRACTS WITH CUSTOMERS

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

FEES AND CHARGES

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

SERVICE CHARGES

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

INTEREST EARNINGS

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

OTHER REVENUE / INCOME

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

PROFIT ON ASSET DISPOSAL

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

NATURE OR TYPE DESCRIPTIONS

EXPENSES

EMPLOYEE COSTS

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

MATERIALS AND CONTRACTS

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

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

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

INSURANCE

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

LOSS ON ASSET DISPOSAL

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

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

INTEREST EXPENSES

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

OTHER EXPENDITURE

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

18.2 PROPOSED DISPOSITION BY WAY OF LEASE - PART OF RESERVE 24571 BEING BROWNELL CRESCENT, MEDINA (KWINANA SCOUTS HALL)

SUMMARY

The Scout Association of Australia - Western Australian Branch (Scout Association) occupy 'Scouts Hall' on Brownell Crescent, Medina (Medina Oval). Their current lease, having a term of 20 years is due to expire mid-August 2022. Subject to the obtaining of written approval from the Minister of Lands, Council approval is sought for the purpose of entering a new lease with the Scout Association over Scout Hall.

OFFICER RECOMMENDATION

That Council:

- 1. Approve the disposition by way of lease of a part of Reserve 24571, being Brownell Cres Medina for 5 years with the option to extend for a further 5 years to Scouts Association Australia - Western Australia Branch;**
- 2. Authorise the Chief Executive Officer to seek the written approval of the Minister for Lands to dispose of Kwinana Scouts Hall by way of lease, being a portion of Reserve 24571; and**
- 3. Subject to the approval of the Minister, authorise the Chief Executive Officer to execute the lease agreement Attachment B with Scout Association of Australia - Western Australian Branch on the City's behalf for a peppercorn rent of \$114 per annum (including making any amendments not significant in nature).**

DISCUSSION

The 1st Kwinana Scouts group is a not for profit organisation which forms part of the Scout Association of Australia - Western Australian Branch. They currently occupy 'Scouts Hall' at Brownell Crescent in Medina (Reserve 24571).

The Scouts Association are a youth-based organisation that supports, encourages, develops and motivates boys from the ages of 6 through to young men of 25 years to be active citizens in their local, national and global communities. The programs are adventurous, fun, challenging and inclusive of all.

Groups are run by volunteers who structure and organise activities and events which are supported by a yearly membership fee.

The Scout Association entered into a lease agreement with the City in relation to Scouts Hall in 2002. That lease is scheduled to expire mid-2022. The City proposes entering a new lease for a period of 5 years, with the option to extend of a further 5 years.

Scouts Hall falls within Reserve 24571. The City has a Management Order for 'recreation' over the area, as authorised by Department of Lands Planning & Heritage (DLPH). Under that agreement, the City is permitted to lease the building to a maximum of 21 years, subject to the consent of the Minister for Lands. The City's Lease Policy sets out the criteria to consider community leasing rates. As the Scout Association is:

- a not for profit organisation;
- a legal entity incorporated under the Associations Act;
- predominately run by volunteers; and
- there is a community demand for the organisation;

this proposal meets the criteria to establish the lease as a subsidised peppercorn rent. Under the City's Leasing policy, the Scout Association qualifies for a concessional rental amount of \$114 per annum, being the current peppercorn amount as per the Fees & Charges 2021/22.

As quoted in the current Fees and Charges for 2021/22 a lease administration fee of \$492 has been charged for the creation of the lease.

The City is not required to advertise the proposed lease as the Scouts Association qualifies as a body exempt under regulation 30(2)(b)(i) of the *Local Government (Functions and General) Regulations 1996*.

STRATEGIC IMPLICATIONS

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

Strategic Community Plan			
Outcome	Strategic Objective	Action in CBP (if applicable)	How does this proposal achieve the outcomes and strategic objectives?
4 – A unique, vibrant and healthy City that is safe, connected and socially diverse	4.1 – Create, activate and manage places and local centres that are inviting, unique and accessible	4.1.1 – Implement the Social Strategy	Community based activity for the young and engagement of adult leadership

SOCIAL IMPLICATIONS

This proposal will support the achievement of the following social outcome/s, objective/s and strategic priorities detailed in the Social Strategy.

Social Strategy			
Social Outcome	Objective	Strategic Priority	How does this proposal achieve the social outcomes, objectives and strategic priorities?
1 – Healthy and Active	1.0 – A physically and mentally healthy and active community	1.6 – Support local services and programs that promote healthy relationships	A sense of belonging which achieves physical and mental health benefits

LEGAL/POLICY IMPLICATIONS

The Management Order issued to the City pursuant to section 46 of the *Land Administration Act 1997* provides the process for disposing of a portion of Reserve 24571 by way of a lease for the purpose of recreation providing that lease is for a term not exceeding twenty-one (21) years.

In accordance with regulation 30 of the *Local Government (Functions and General) Regulations 1996*, the City is not required to advertise the disposal of local government property by way of a lease agreement as tenant is of a charitable nature.

Section 3.58 of the *Local Government Act 1995* (Disposing of Property).

City of Kwinana Lease Policy.

FINANCIAL/BUDGET IMPLICATIONS

A peppercorn rental of \$114 p.a. as per the council leasing policy.

Community Lease administration fee of \$492 as per Fees & Charges 2021/22.

ASSET MANAGEMENT IMPLICATIONS

The Scout Association will manage the property as outlined within the lease.

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS.

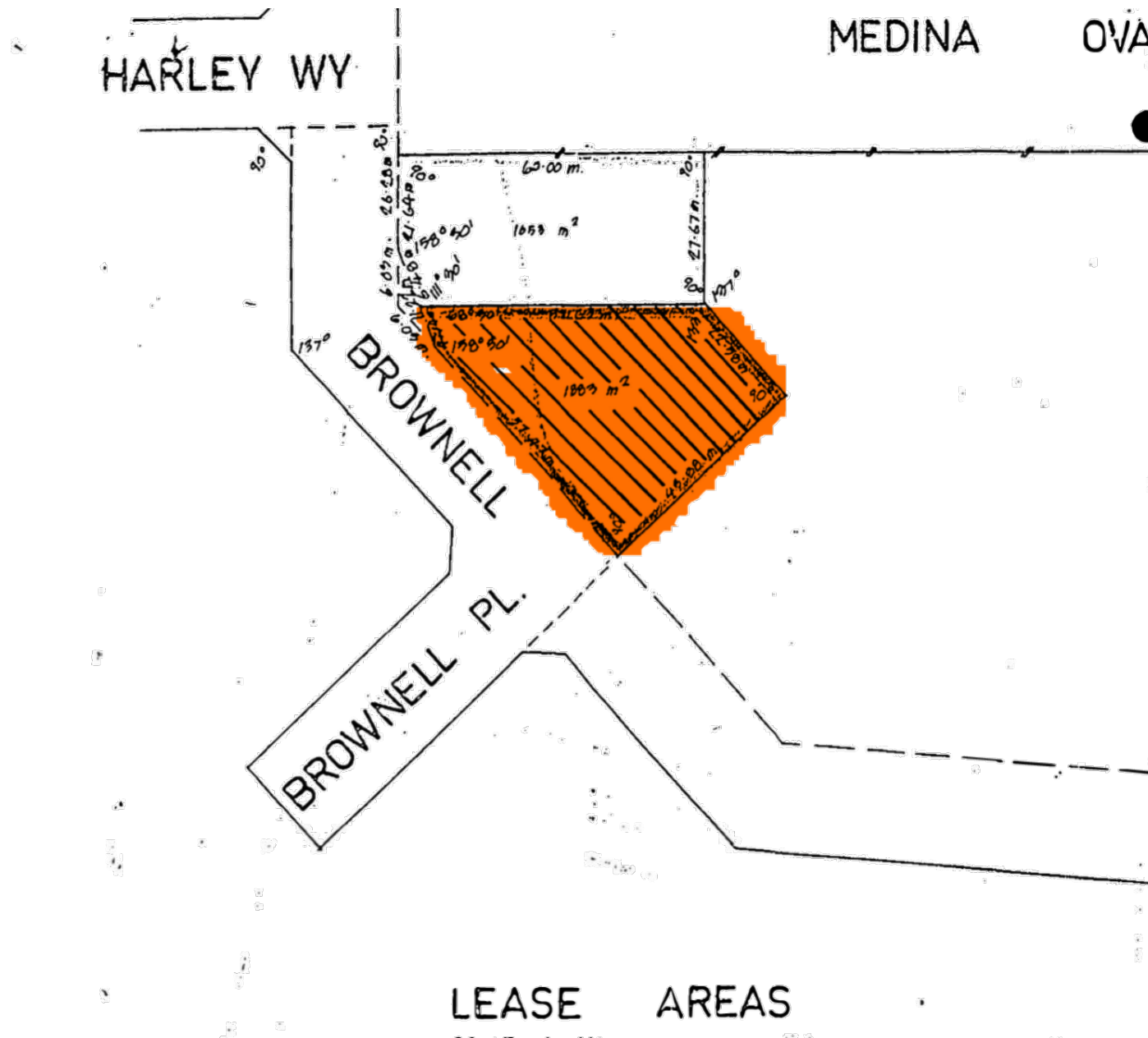
There are no environmental implications identified as a result of this report.

COMMUNITY ENGAGEMENT

There is no community engagement required.

ATTACHMENTS

- A. Premises / property positioning - Kwinana Scouts Association**
- B. Draft Lease proposal - Scouts Assoc Australia - WA branch**



Kwinana Scout Hall, Medina WA 6167

City of Kwinana (ABN 13 890 277 321)

The Scout Association of Australia / Western
Australian Branch Inc. (ABN 59 653 914 921)

Parties

City of Kwinana

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

The Scout Association of Australia / Western Australian Branch Inc.

(ABN 59 653 914 921) of 133 Scarborough Beach Rd, Mount Hawthorn, Western Australia 6016 (**Lessee**)

Background

- A. The Lessor is the responsible local government authority with care, control and management of Reserve number 24571 (the Land).

The Management Order provides that the Land is:

- (i) to be used for the designated purpose of 'recreation' only; and
- (ii) power to lease for the designated purpose (or sub-lease or licence) is granted for the whole or any portion thereof for any term not exceeding twenty-one (21) years from the date of the lease subject to the approval in writing of the Minister for Lands being first obtained to each and every lease and assignment of lease, pursuant also to the provisions of section 19 of the *Land Administration Act 1997*.

- B. Subject to prior written approval of the Minister for Lands, the Lessor has agreed to lease the Premises, being a portion of the Land shown for the purposes of identification only on the sketch attached to this Lease, and the Lessee has agreed to take a lease of the Premises on the terms contained below.

1. Definitions

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

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

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

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

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

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

Crown means the Crown in right of the State of Western Australia;

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

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

Lease means this document;

Lessee's Agents includes:

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

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

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

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

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

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

Term means as specified in **Item 2** of the Schedule and any Further Term specified in **Item 3**;

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

Unless the context otherwise requires, all other word and phrases have their ordinary dictionary meaning.

2. Quiet enjoyment

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

3. Rent and other payments

3.1 Rent

The Lessee must pay the Lessor the Rent set out at **Item 5** of the Schedule.

3.2 Outgoings and GST

- (1) The Lessee will be responsible for the payment of 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 including charges for garbage removal and removal of recyclable materials;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rents and excess water charges;
 - (c) telephone, electricity, and internet and other power and light charges including but not limited to meter rents and internet connections or other power connections;
 - (d) land tax and metropolitan region improvement tax on a single ownership basis; and
 - (e) premiums, excess and other costs arising from the insurance obtained by the Lessor pursuant to clause 4.2. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or costs 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 costs determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of the buildings; and
 - (iii) any other consumption charges or costs, statutory imposts or other obligations incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) Unless otherwise expressly state, all rent, outgoings, or other sums payable or consideration to be provided under or in accordance with this Lease are exclusive of GST.
- (3) If GST is imposed on any supply made under or in accordance with this Lease, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply.
- (4) Payment of the additional amount will be made at the same time as payment or the taxable supply is required to be made in accordance with this Lease.

3.3 Costs

The Lessee must pay 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) all registration fees in connection with this Lease, if applicable;
- (b) any request by the Lessee to vary this agreement and this variation is not within the Lessor's ability to manage internally;
- (c) any breach of covenant by the Lessee or the Lessee's agents; and
- (d) any action or proceeding arising out of or incidental to any matters arising out of this Lease.

- (e) Clause 3.2 (2), (3) and (4) apply to this clause 3.3

4. Insurance

4.1 Insurance required

The Lessee must take out and maintain the following insurance with a reputable and solvent insurer acceptable to the Lessor, and which carries on business in Australia and is authorised in Australia to operate as an insurance company.

- (a) public liability insurance for a sum not less than that set out in **Item 8** of the Schedule.
- (b) 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; and
- (c) any other insurance that the Lessor requires because of legislative changes or policy directions.

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

4.2 Building Insurance to be taken out by Lessor

The Lessor will take out building insurance for the Premises.

4.3 Details and receipts

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

- (a) upon request of the Lessor, provide relevant copies of certificates of currency;
- (b) notify the Lessor promptly in writing or in an emergency, verbally,
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

4.4 Not to invalidate

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

- (a) render any insurance taken out under **clause 4.1** and **clause 4.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

5. Indemnity

5.1 Lessee's responsibilities

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

5.2 Lessee's Indemnity and Release

- (1) The Lessee indemnifies and shall continue to indemnify, the Lessor and the Crown, from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or the Crown, or brought, maintained or made against the Lessor or the Crown, 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.
- (2) The Lessee:
 - (a) agrees to occupy and use the Premises at its own risk; and
 - (b) releases to the full extent permitted by law, the Lessor and the Crown from:
 - (i) any liability arising from any accident or damage to property, the death, injury or illness of any person occurring on the Premises or arising from the Lessee's use or occupation of the Premises;
 - (ii) damage to the Premises or loss of the Lessee's personal property; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any contamination, pollution or environmental harm in, on or under the Premises or surrounding area.

- (3) The Lessee's obligations and releases under this **clause 5.2** continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

5.3 No indemnity for Lessor's negligence

Nothing in this **clause 5** requires the Lessee to indemnify or release from liability the Lessor against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, the Crown or an Authorised Person.

6. Maintenance, Repair and Cleaning

6.1 Generally

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

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

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

unless it is necessary because of an act or omission of the Lessee or the Lessee's Agents.

- (2) The parties will comply with their maintenance obligations as detailed in **ANNEXURE 2**.

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

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

use only tradespersons who hold current State and/or Federal licences.

- (4) If requested by the Lessor, the Lessee must supply a copy of the required State and/or Federal licences of any tradesperson appointed by the Lessee.

- (5) Responsibility for securing the Premises

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

6.2 Maintain surroundings

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

6.3 Lessor's Fixtures and Fittings

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

6.4 Pest control

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

6.5 Painting

The Lessee is to ensure that the internal painting of the Premises is maintained and repainted where required in line with the age and general condition of the buildings on the Premises as outlined in **Item 9** of the Schedule.

6.6 Drains

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

7. Use

7.1 Restrictions on use

(1) General

The Lessee must use their best endeavours to ensure that no part of the Premises is used for any purpose other than the Permitted Purpose set out in **Item 7**.

(2) Specific

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

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

(3) Sale of Alcohol

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

7.2 Statutory obligations

The Lessee must comply with the provisions of all laws, regulations, notices, order and local laws which may from time to time be made or given with respect to or affecting the Premises or the use or occupancy of the Premises under the provisions of the *Local Government Act Health (Miscellaneous Provisions), Act 1911*, *Metropolitan Water Supply Sewerage and Drainage Act 1909*, *Fire Brigades Act 1942*, *Bush Fires Act 1954*, *Environmental Protection Act 1986* or any other statute, order, regulatory law or town planning scheme now or hereafter in force or made or given by the Crown or any other competent authority or person in the State of Western Australia .

7.3 No warranty

The Lessor gives no warranty that the Lessor will issue any required consents, approvals, authorities, permits or licences in respect of the Premises, whose use is restricted to the designated purpose of recreation pursuant to the Management Order.

8. Alterations

8.1 Restriction

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

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

9. Lessor's right of entry

9.1 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 in order to:

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

9.2 Costs of Rectifying Breach

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

10. Report to Lessor

The Lessee must report to the Lessor promptly in writing or in an emergency, verbally:

- (a) vandalism and damage (or situations that are likely to cause vandalism or damage) to the Premises; and
- (b) all written correspondence received by the Lessee and which affect the Premises and which the Lessor, as the local government authority with care, control and management of the Premises, ought to be notified of.

11. Default

11.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 30 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee does not rectify a breach of a Lessee Covenant after 30 days from receiving a Notice requesting the Lessee to rectify the breach;
- (c) the Lessee association is wound up whether voluntarily or otherwise;
- (d) 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 of the Premises permitted by this Lease;
- (e) the Lessee takes out a mortgagee or charge on the Premises;
- (f) any execution or similar process is made against the Premises or the Lessee's property; or
- (g) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a 6-month period or more.

11.2 Forfeiture

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

11.3 Lessor may remedy breach

If the Lessee fails to:

- (a) pay an Amount Payable or breaches any of the Lessee's Covenants; and

- (b) the Lessor has given to the Lessee Notice of the breach; and
- (c) the Lessee has failed to rectify the breach within a reasonable time,

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

12. Option to renew

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

13. Termination

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

14. Removal of Lessee's property from Premises

14.1 Remove property prior to termination

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

14.2 Lessor can remove property on re-entry

On re-entry the Lessor may dispose of any property (including the Lessee's property that was not removed by the Lessee in accordance with **clause 14.1**). The Lessee indemnifies the Lessor against all damage caused by the removal of and disposal of the Lessee's property.

15. Assignment, Subletting, Charging and Hiring

15.1 Assignment or Sub-letting without consent

- (1) The Lessee must not assign nor Sub-let any part of the Premises without the prior written consent of the Lessor; which may be withheld in its absolute discretion. In addition, the Minister for Lands' prior written approval is required to any assignment of the Lease.
- (2) If the Lessee wishes to assign or Sub-let, and the Lessor consents, and the Minister for Land gives his written approval in the case of an assignment, the Lessee must pay the Lessor all costs incurred by the Lessor as a result of the assignment or Sub-let including costs associated with:
 - (a) enquiries made by the Lessor as to the respectability, responsibility and financial standing of the proposed assignee or sub-Lessee;

- (b) any consents required under this Lease or at law;
- (c) preparation of any legal documents; and
- (d) all other matters relating to the proposed assignment or sub-letting, whether or not the assignment or sub-letting proceeds to settlement.

15.2 Property Law Act 1969

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

15.3 No mortgage or charge

The Lessee must not mortgage or charge the Premises.

15.4 Casual hire of Premises

(1) General

"Casual basis" in this clause means any hire of the Premises by the Lessee to a third party for a period of not more than 72 hours in any calendar month and does not include any formal Sub-letting of the Premises.

(2) Conditions of Hire

- (a) The Lessee may hire out a part of the Premises on a casual basis only if:
 - (i) such hireable use is consistent with the Permitted Purpose;
 - (ii) the Lessee use their best endeavours to ensure that any hirer complies strictly with the relevant terms of this Lease (including this **clause 15.4**).
- (b) The Lessee must not hire out any part of the Premises at a higher rate than is charged by the Lessor for comparable premises as required by the *Local Government Act 1995* and 'The Lessor's Schedule of Fees and Charges'.
- (c) The Lessor may request the Lessee to provide:
 - (i) facilities committee members report ; and
 - (ii) details of the hire fees charged by the Lessee, in each financial year of the Lease.

16. Disputes

- (1) If the parties are in dispute and one party requires the dispute to be resolved, then that party must give the other party written notice of details of the dispute (**Dispute Notice**).
- (2) Within 30 Business Days of a party receiving the Dispute notice, the parties must meet and attempt to resolve the dispute and ensure each parties' authorised officers or delegates attend.

- (3) If the parties are unable to resolve the dispute within 30 Business Days from the date of the Dispute Notice, then the dispute shall be determined by an arbitrator appointed under the *Commercial Arbitration Act 1985*, and the cost of the arbitrator will be shared equally between the parties.

17. Notice

- (1) A notice, consent, approval or other communication (each a **Notice**) must be in writing, signed by or on behalf of a person authorised to give it, addressed to the party to whom it is to be given and sent by postal or electronic mail to that party's address set out in **Item 10** of the schedule.
- (2) A Notice given to a party in accordance with **clause 17(1)** is deemed to have been given and received:
- (a) if posted, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - (b) if emailed, (and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted), on the day of sending if a Business Day, otherwise on the next Business Day.

18. Miscellaneous

- (1) All things which the Lessor can do under this Lease may be done by the CEO, an officer, employee, agent, solicitor or contractor of the Lessor.
- (2) This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.
- (3) If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.
- (4) This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.
- (5) Failure to exercise or delay in exercising any right in this Lease by a party does not operate as a waiver of that right.

19. Additional Terms

Each of the terms specified in **Item 11** 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.

Schedule

Item 1 Land and Premises

(a) Land

Reserve 24571 (Crown Land Title 3155/337, being Lot 505 on Deposited Plan 61852).

(b) Premises

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

Item 2 Term

5 years commencing on 1 August 2022 and expiring on 31 July 2027

Item 3 Further Term

5 years commencing on 1 August 2027 and expiring on 31 July 2032

Item 4 Commencement Date

1 August 2022

Item 5 Rent

\$114.00 with the first payment due on or before the Date of Commencement and subsequent payments payable annually on the first and subsequent anniversaries of the Commencement Date.

Item 6 Rent Review

Not applicable.

Item 7 Permitted purpose

Operating as a scout hall for recreational uses on a not-for-profit basis

Item 8 Public liability insurance

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

Item 9 Internal Painting Dates

At the expiry of the Term (and on expiry of the Further Term), unless otherwise provided by the Lessor to the Lessee in writing.

Item 10 Notice Details

Lessor

The City of Kwinana (ABN 13 890 277 321)

Address: PO Box 21 Kwinana WA 6966

Email: propertymanagement@kwinana.wa.gov.au

Lessee

Scouts Association of Australia – Western Australia Branch (ABN 59 653 914 921)

Address: 133 Scarborough Beach Rd, Mount Hawthorn, Western Australia 6016

Email: facilities@scoutswa.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* it must:

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

11.2. Provision of information

The Lessee must provide the Lessor, annually, with:

- (a) a copy of the Lessee's annual statement of accounts for each year;
- (b) advice of any changes in its office holders; and
- (c) its Annual General Meeting minutes and associated reports and any other information reasonably required and requested by the Lessor.

Signing page

EXECUTED BY THE PARTIES AS A DEED on the _____ day of _____ 2022

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

Signature of Mayor

Wayne Jack

Print Full Name

Carol Adams

Signature of Chief Executive Officer

Print Full Name in BLOCK LETTERS

THE COMMON SEAL of **THE SCOUT ASSOCIATION OF AUSTRALIA**
/ WESTERN AUSTRALIAN BRANCH INC. (ABN 59 653 914 921) 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

Affix seal here

Signature of Office Holder

Jess KARLSSON

EXECUTIVE MANAGER

Address of Office Holder

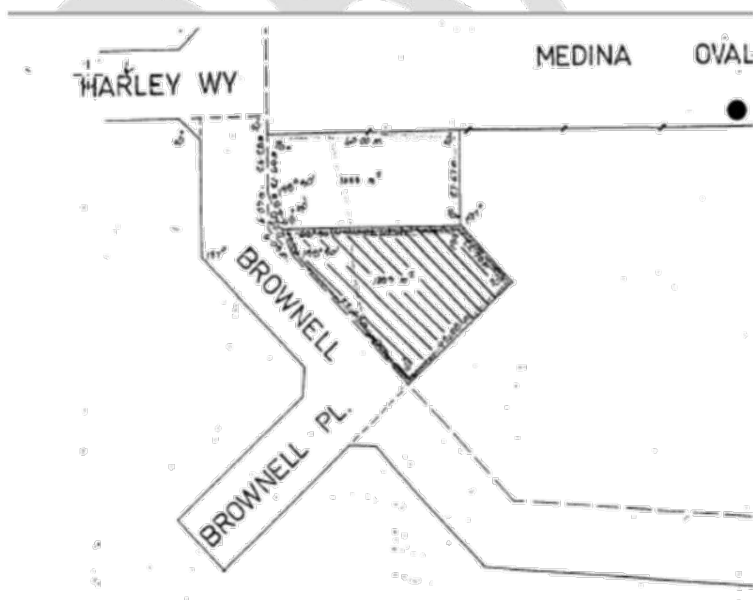
Signature of Office Holder

Greg HIGHAM

BOARD CHAIRMAN

Address of Office Holder

ANNEXURE 1 – Sketch of the Premises



ANNEXURE 2 - Maintenance Schedule

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

Air-conditioning / Heating (Servicing)	Yes	Yes (<i>cleaning only</i>)
Air-conditioning Vents	Yes (<i>repair only</i>)	Yes (<i>cleaning only</i>)
Exhaust Fans	Yes (<i>repair only</i>)	Yes (<i>cleaning only</i>)
Walls (internal / external)		
Walls	Yes <i>External</i>	Yes (<i>to be washed down as required and painted as per Lease</i>) <i>Internal</i>
Window Cleaning	No	Yes (<i>including tracks and flyscreens</i>)
Security Screens	Yes (<i>repair only</i>)*	Yes (<i>cleaning only</i>)
Flyscreens	Yes (<i>repair only</i>)*	Yes (<i>cleaning only</i>)
Doors (<i>external</i>)	Yes*	Yes (<i>cleaning only</i>)
Doors (<i>internal</i>)	No	Yes (<i>cleaning only</i>)
Locks	Yes <i>External</i>	Yes <i>Internal</i>
Replacement Keys	No	Yes
Internal Painting	Yes <i>Except Touch-ups</i>	Yes (<i>touch ups and repairs as per Lease</i>) <i>Additional painting requires prior Lessor approval</i>
External Painting	Yes <i>As required</i>	No
Cupboards	Yes (<i>replacement</i>)*	Yes (<i>cleaning only</i>)
Blinds / Curtains	Yes (<i>replacement</i>)*	Yes (<i>cleaning only</i>)
Mirrors	No	Yes
Honour Boards / Notice Boards	No	Yes
Maintenance Type	Lessor	Lessee
Floors		

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

	<i>And Water replenishment if system failure</i>	<i>Water Replenishment unless System Failure</i>
Water Supply	No	Yes
External		
Security Lighting	Yes Replacement including time clocks & photoelectric cells Replacement of globes	No
Gardens	Yes	No
Weed Control	Yes	No
Ladder Point Inspection	Yes	No
BBQs	Yes <i>Cleaning, Repair, Maintenance</i>	Yes <i>Inspection and cleaning</i>
Perimeter Fencing	Yes Replacement or Repair (i.e. stand-alone facilities surrounding residences) Replacement or repair*	No
Reticulation	Yes <i>Inspection, Repair and Replacement</i>	No
Water Bore	Yes <i>Repair and Replacement</i>	No
Special Items		
Air Dust Extraction Vents and associated fencing, if any.	No	Yes <i>Maintenance only</i>

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

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

18.3 PROPOSED DISPOSITION BY WAY OF A LEASE BETWEEN THE CITY OF KWINANA AND KWINANA TENNIS CLUB INCORPORATED OF 2 WALGREEN CRES CALISTA, BEING A PORTION LOT 414 WALGREEN CRESCENT CALISTA, RESERVE 27533

SUMMARY

This report seeks Council approval to authorise the disposition by way of lease a portion of Reserve 27533 being Lot 414 Walgreen Crescent Calista to Kwinana Tennis Club Inc (the Tennis Club) as depicted in Attachment A.

Kwinana Tennis Club Inc is a community-based tennis facility which has been operating in the Kwinana district since 1954.

The initial agreement between the City and the Tennis Club was primarily in the form of a letter in 1970.

Currently there is no formal agreement in place between the City and the Tennis Club. A new agreement is required and due to the exclusive use of the facility and the benefit to the community a peppercorn lease is recommended.

OFFICER RECOMMENDATION

That Council:

- 1. Approve the disposition by way of lease of a part of Reserve 27533, being 2 Walgreen Cres, Calista for 5 years with the option to extend for a further 5 years to Kwinana Tennis Club Inc.;**
- 2. Authorise the Chief Executive Officer to seek the written approval of the Minister for lands to dispose of Kwinana Tennis Club Inc by way of a lease, being a portion of Reserve 27533; and**
- 3. Subject to the approval of the Minister, authorise the Chief Executive Officer and Mayor to execute the lease agreement (Attachment B) in relation to 2 Walgreen Cres, Calista between City of Kwinana and the Kwinana Tennis Club Inc., with a peppercorn rent of \$114 per annum (including making any amendments not significant in nature).**

DISCUSSION

The Tennis Club is a community-based sporting club. They have been a part of the community since 1954, originally based in Medina and later moving to their current premises at 2 Walgreen Cres, Calista.

The tennis club is a voluntary organisation that provides a physical and social outlet for all ages. The Tennis Club offer the following services including coaching, competitions for both junior and senior players along with social events on a regular basis. Courts are available for hire to the general public through their online booking system.

The Tennis Club are primarily supported via membership funding with the addition of a couple of sponsorships to ensure costs remain low, so as to allow all in the community to enjoy the sport and the facility. The Tennis club is responsible for the maintenance of the club house, gardens and outgoings in relation to the lease along with regular cleaning and painting internally.

Under the City's Leasing Policy, the Tennis Club qualifies for a concessional rental amount of \$114 per annum, being the current peppercorn amount as per the Fees & Charges 2021/22. The Tennis Club is an incorporated association and serves the community by provide a sporting facility for all ages with all monies reinvested within the organisation. The Tennis Club is primarily run by volunteers to provide a physical activity that increases social engagement and promote health and wellbeing. As quoted in the current Fees & Charges for 2021/22 a lease administration fee of \$492 has been charged for the creation of the lease.

The City is not required to advertise the proposed lease as the Kwinana Tennis Club qualifies as a body exempt under regulation 30(2)(b)(i) of the *Local Government (Functions and General) Regulations 1996*.

STRATEGIC IMPLICATIONS

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

Strategic Community Plan			
Outcome	Strategic Objective	Action in CBP (if applicable)	How does this proposal achieve the outcomes and strategic objectives?
3 – Infrastructure and services that are affordable and contribute to health and wellbeing	3.1 – Develop quality, affordable infrastructure and services designed to improve the health and wellbeing of the community	N/A – There is no specific action in the CBP, yet this report will help achieve the indicated outcomes and strategic objectives	Health and wellbeing of the community
4 – A unique, vibrant and healthy City that is safe, connected and socially diverse	4.3 – Enhance opportunities for community to meet, socialise, recreate and build local connections	N/A – There is no specific action in the CBP, yet this report will help achieve the indicated outcomes and strategic objectives	Interaction between socially diverse groups to create connections
	4.4 – Develop wellbeing programs and implement physical recreation that is culturally appropriate for Kwinana's community	4.4.1 – Develop the Kwinana Healthy Lifestyles Program	Creation of an activity affordable and enjoyable by all ages

SOCIAL IMPLICATIONS

This proposal will support the achievement of the following social outcome/s, objective/s and strategic priorities detailed in the Social Strategy.

Social Strategy			
Social Outcome	Objective	Strategic Priority	How does this proposal achieve the social outcomes, objectives and strategic priorities?
1 – Healthy and Active	1.0 – A physically and mentally healthy and active community	1.1 – Facilitate a diverse range of active lifestyle opportunities 1.4 – Promote physical, mental and nutritional health with a focus on prevention and motivation	Creation of an activity and social network that benefits the mind, body and emotions
2 – Connected and Inclusive	2.0 – Equitable and inclusive social connection and engagement with community life	2.3 – Value and support the importance of social connections and consider how new and existing programs and services can contribute to reducing social isolation	Creation of an activity and social network that benefits the mind, body and emotions

LEGAL/POLICY IMPLICATIONS

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

The City is not required to advertise the proposed lease as the Kwinana Tennis Club meets the criteria as a body exempt under regulation 30(2)(b)(i) of the *Local Government (Functions and General) Regulations 1996*.

City of Kwinana Lease Policy.

FINANCIAL/BUDGET IMPLICATIONS

Community lease administration fee of \$492.

Peppercorn rental amount of \$114 p.a. as per the council leasing policy guidelines.

ASSET MANAGEMENT IMPLICATIONS

The proposed lease outlines the Asset Management responsibilities in relation to the property by both the lessor and lessee.

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

Improve healthy behaviours in relation to diet and exercise.

COMMUNITY ENGAGEMENT

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

ATTACHMENTS

- A. Kwinana Tennis Club Premises location**
- B. Lease - Kwinana Tennis Club Inc**



Kwinana Tennis Club Inc.

City of Kwinana (ABN 13 890 277 321)

Kwinana Tennis Club Inc. (ABN 35 634 680 391)

Details

Parties

City of Kwinana

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

(**Landlord**)

Kwinana Tennis Club Inc.

(ABN 35 634 680 391) of 2 Walgreen Crescent, Calista, Western Australia 6167

(**Tenant**)

Background

The Landlord is the responsible local government authority with care, control and management of Reserve number 27533 with power to lease the Land or part of the Land for any term not exceeding 21 years for the purpose of community use and recreation, and the Landlord has agreed to lease the Premises, being part of the Land, and the Tenant has agreed to take a lease of the Premises on the terms contained below.

1. Definitions

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

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

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

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

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

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

Commencement Date means the date of commencement of the Term specified in **Item 3** of the Schedule;

Further Term means each further term specified in **0** of the Schedule;

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

Lease means this document;

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

Rent means the rent specified in **Item 4** of the Schedule;

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

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

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

Tenant's Agents includes:

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

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

Unless the context otherwise requires, all other terms have their ordinary dictionary meaning.

2. Quiet enjoyment

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

3. Rent and other payments

3.1 Rent

The Tenant must pay the Landlord the Rent set out at **Item 4** of the Schedule

3.2 Outgoings

- (1) The Tenant will be responsible for the payment of 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 including charges for garbage removal and removal of recyclable materials;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rents and excess water charges;
 - (c) telephone, electricity, and internet and other power and light charges including but not limited to meter rents and internet connections or other power connections;
 - (d) land tax and metropolitan region improvement tax on a single ownership basis; and

- (e) premiums, excess and other costs arising from the insurance obtained by the Landlord pursuant to clause 4.2. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or costs does not include a separate assessment or identification of the Premises or the Land, the Tenant must pay a proportionate part of such premium or costs determined by the Landlord acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of the buildings; and
 - (iii) any other consumption charges or costs, statutory imposts or other obligations incurred or payable by reason of the Tenant's use and occupation of the Premises.

3.3 Costs

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

- (a) all registration fees in connection with this Lease, if applicable;
- (b) any request by the Tenant to vary this agreement and this variation is not within the Landlord's ability to manage internally;
- (c) any breach of covenant by the Tenant or the Tenant's agents; and
- (d) any action or proceeding arising out of or incidental to any matters arising out of this Lease.

4. Insurance

4.1 Insurance required

The Tenant must take out and maintain the following insurance with a reputable and solvent insurer acceptable to the Landlord, and which carries on business in Australia and is authorised in Australia to operate as an insurance company.

- (a) public liability insurance for a sum not less than that set out in **Item 7** of the Schedule.
- (b) insurance to cover the Tenant's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Tenant can and does ordinarily insure in their full replacement value, and loss from theft or burglary;
- (c) employers' indemnity insurance including workers' compensation insurance where required by law; and
- (d) any other insurance that the Landlord requires because of legislative changes or policy directions.

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

4.2 Building Insurance to be taken out by Landlord

The Landlord will take out building insurance for the Premises.

4.3 Details and receipts

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

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

4.4 Not to invalidate

The Tenant must use their best endeavours to not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) render any insurance taken out under **clause 4.1** and **clause 4.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

5. Indemnity**5.1 Tenant's responsibilities**

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

5.2 Tenant's Indemnity and Release

- (1) The Tenant indemnifies and shall continue to indemnify, the Landlord from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Landlord, or brought, maintained or made against the Landlord, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
 - (d) the use or occupation of the Premises by the Tenant or the Tenant's Agents;
 - (e) any work carried out by or on behalf of the Tenant on the Premises;

- (f) the Tenant's activities, operations or business on, or other use of any kind of the Premises;
 - (g) the presence of any contamination, pollution or environmental harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Tenant or the Tenant's Agents;
 - (h) any default by the Tenant in the due and punctual performance, observance and compliance with any of the Tenant's covenants or obligations under this Lease; or
 - (i) an act or omission of the Tenant.
- (2) The Tenant:
- (a) agrees to occupy and use the Premises at its own risk; and
 - (b) releases to the full extent permitted by law, the Landlord from:
 - (i) any liability arising from any accident or damage to property, the death, injury or illness of any person occurring on the Premises or arising from the Tenant's use or occupation of the Premises;
 - (ii) damage to the Premises or loss of the Tenant's personal property; and
 - (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any contamination, pollution or environmental harm in, on or under the Premises or surrounding area.
- (3) The Tenant's obligations and releases under this **clause 5.2** continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

5.3 No indemnity for Landlord's negligence

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

6. Maintenance, Repair and Cleaning

6.1 Generally

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

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

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

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

- (2) The parties will comply with their maintenance obligations as detailed in **Annexure 2**.
- (3) The Tenant must where maintaining, replacing, repairing or cleaning:
 - (a) electrical fittings and fixtures;
 - (b) plumbing;
 - (c) air-conditioning fittings and fixtures; and
 - (d) gas fittings and fixtures,use only tradespersons who hold current State and/or Federal licences.
- (4) If requested by the Landlord, the Tenant must supply a copy of the required State and/or Federal licenses of any tradesperson appointed by the Tenant.
- (5) Responsibility for Securing the Premises

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

6.2 Maintain surroundings

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

6.3 Landlord's Fixtures and Fittings

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

6.4 Pest control

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

6.5 Painting

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

6.6 Drains

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

7. Use

7.1 Restrictions on use

(1) General

The Tenant must use their best endeavours to ensure that no part of the Premises is used for any purpose other than the Permitted Purpose set out in **Item 6**.

(2) Specific

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

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

(3) Sale of Alcohol

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

7.2 No warranty

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

8. Alterations

8.1 Restriction

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

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

9. Landlord's right of entry

9.1 Entry on Reasonable Notice

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

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

9.2 Costs of Rectifying Breach

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

10. Report to Landlord

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

- (a) vandalism and damage (or situations that are likely to cause vandalism or damage) to the Premises; and
- (b) all written correspondence received by the Tenant and which affect the Premises and which the Landlord, as the local government authority with care, control and management of the Premises, ought to be notified of.

11. Default

11.1 Events of Default

A default occurs if:

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

- (g) the Premises are vacated, or otherwise not used, in the Landlord's reasonable opinion, for the Permitted Purpose for a 6-month period or more.

11.2 Forfeiture

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

11.3 Landlord may remedy breach

If the Tenant fails to:

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

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

12. Option to renew

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

13. Termination

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

14. Removal of Tenant's property from Premises

14.1 Remove property prior to termination

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

14.2 Landlord can remove property on re-entry

On re-entry the Landlord may dispose of any property (including the Tenant's property that was not removed by the Tenant in accordance with **clause 14.1**). The Tenant indemnifies the Landlord against all damage caused by the removal of and disposal of the Tenant's property.

15. Assignment, Subletting, Charging and Hiring**15.1 Assignment or sub-letting without consent**

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

15.2 Property Law Act 1969

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

15.3 No mortgage or charge

The Tenant must not mortgage or charge the Premises.

15.4 Casual hire of Premises**(1) General**

"Casual basis" in this clause means any hire of the Premises by the Tenant to a third party for a period of not more than 72 hours in any calendar month and does not include any formal sub-lease of the Premises.

(2) Conditions of Hire

- (a) The Tenant may hire out a part of the Premises on a casual basis only if:
 - (i) such hireable use is consistent with the Permitted Purpose;
 - (ii) the Tenant use their best endeavours to ensure that any hirer complies strictly with the relevant terms of this Lease (including this **clause 15.4**).

- (b) The Tenant must not hire out any part of the Premises at a higher rate than is charged by the Landlord for comparable premises as required by the *Local Government Act 1995* and 'The Landlord's Schedule of Fees and Charges'.
- (c) The Landlord may request the Tenant to provide:
 - (i) facilities committee members report ; and
 - (ii) details of the hire fees charged by the Tenant,in each financial year of the Lease.

16. Disputes

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

17. Notice

- (1) A notice, consent, approval or other communication (each a **Notice**) must be in writing, signed by or on behalf of a person authorised to give it, addressed to the party to whom it is to be given and sent by postal or electronic mail to that party's address set out in **Item 9** of the schedule.
- (2) A Notice given to a party in accordance with **clause 17(1)** is deemed to have been given and received:
 - (a) if posted, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - (b) if emailed, (and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted), on the day of sending if a Business Day, otherwise on the next Business Day.

18. Miscellaneous

- (1) All things which the Landlord can do under this Lease may be done by the CEO, an officer or the agent, solicitor, contractor or employee of the Landlord.
- (2) This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.
- (3) If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

- (4) This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.
- (5) Failure to exercise or delay in exercising any right in this Lease by a party does not operate as a waiver of that right.

19. Additional Terms

Each of the terms specified in **Item 10** of the Schedule are part of this Lease and are binding on the Landlord and the Tenant as if incorporated into the body of this Lease.

Schedule

Item 1 Land and Premises

(a) Land

2 Walgreen Crescent, Calista and being more particularly described as part of Reserve 27533 (Crown Land Title 3015/388, being Lot C414 on Plan 174425).

(b) Premises

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

Item 2 Term

Five (5) years commencing on 1 November 2021 and expiring on 30 October 2026

Further Term

Five (5) years commencing on 1 November 2026 and expiring on 30 October 2031

Item 3 Commencement Date

1 November 2021.

Item 4 Rent

\$114.00 with the first payment due on or before the Date of Commencement and subsequent payments payable annually on the first and subsequent anniversaries of the Commencement Date.

Item 5 Rent Review

Not applicable.

Item 6 Permitted purpose

Operating as a tennis club and associated community, sporting, social and recreational uses on a not-for-profit basis

Item 7 Public liability insurance

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

Item 8 Internal Painting Dates

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

Item 9 Notice Details

Landlord

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

Tenant

Kwinana Tennis Club Inc. (ABN 35 634 680 391)
Address: PO Box 214, Kwinana, WA 6966.
Email: pieter@kwinanatennisclub.com.au (Pieter Steyn, President)
treasurer@kwinanatennisclub.com.au (Pushpa Srinivas, Treasurer)

Item 10 Additional terms and covenants

10.1 Liquor licence

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

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

10.2 Provision of information

The Tenant must provide the Landlord, annually, with:

- (a) a copy of the Tenant's annual statement of accounts for each year;
- (b) advice of any changes in its office holders; and
- (c) its Annual General Meeting minutes and associated reports and any other information reasonably required and requested by the Landlord.

Signing page

EXECUTED BY THE PARTIES AS A DEED on the _____ day of _____ 2021

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

Signature of Chief Executive Officer

Wayne Jack

Signature of Mayor

Carol Adams

THE COMMON SEAL of **KWINANA TENNIS CLUB INC.** (ABN 35 634 680 391) was hereunto
affixed pursuant to the constitution of the Tenant
in the presence of each of the undersigned each
of whom hereby declares by the execution of this
document that he or she holds the office in the
Tenant indicated under his or her name

Signature of Office Holder
Pieter Steyn, President

Name of Office Holder in BLOCK LETTERS:

Address:

Office Held:

Signature of Office Holder
Pushpa Srinivas, Treasurer

Name of Office Holder in BLOCK LETTERS:

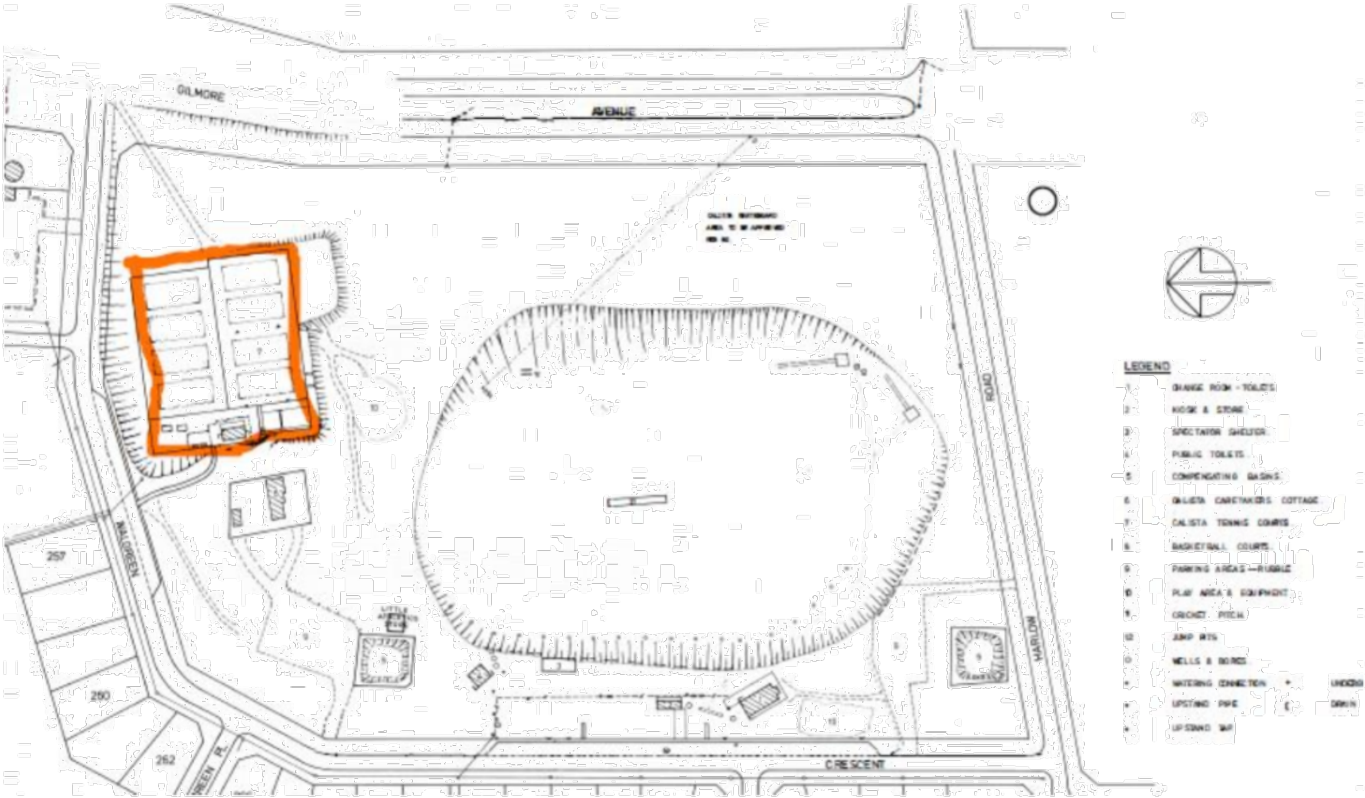
Address:

Office Held:

Annexure 1 – Sketch of the Premises

Kwinana Tennis Club – 2 Walgreen Cres Calista





Annexure 2 - Maintenance Schedule

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

Air-conditioning Vents	Yes (<i>repair only</i>)	Yes (<i>cleaning only</i>)
Exhaust Fans	Yes (<i>repair only</i>)	Yes (<i>cleaning only</i>)
Walls (internal / external)		
Walls	Yes <i>External</i>	Yes (<i>to be washed down as required and painted as per Lease</i>) <i>Internal</i>
Window Cleaning	No	Yes (<i>including tracks and flyscreens</i>)
Security Screens	Yes (<i>repair only</i>)*	Yes (<i>cleaning only</i>)
Flyscreens	Yes (<i>repair only</i>)*	Yes (<i>cleaning only</i>)
Doors (<i>external</i>)	Yes*	Yes (<i>cleaning only</i>)
Doors (<i>internal</i>)	No	Yes
Locks	Yes <i>External</i>	Yes <i>Internal</i>
Replacement Keys	No	Yes
Internal Painting	No	Yes (<i>as per Lease</i>)
External Painting	Yes <i>As required</i>	No
Cupboards	Yes (<i>replacement</i>)*	Yes (<i>repair & cleaning only</i>)
Blinds / Curtains	Yes (<i>replacement</i>)*	Yes (<i>repair & cleaning only</i>)
Mirrors	No	Yes
Honour Boards / Notice Boards	No	Yes
Maintenance Type	Landlord	Tenant
Floors		
Carpet**	Yes Replacement if damaged under an insurable event	Yes <i>Keep in clean condition</i>
Tiled Floors	Replacement if damaged under an insurable event or no longer serviceable	Keep in clean condition

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

External		
Security Lighting	Yes Replacement including time clocks & photoelectric cells Replacement of globes	No
Gardens	Yes (Outside perimeter fencing)	Yes (Inside perimeter fencing)
Weed Control	Yes (Outside perimeter fencing)	Yes (Inside perimeter fencing)
Fall Injury Prevention Systems inspection (Ladder rests, anchor points, static lines etc))	Yes	No
BBQs	Yes Replacement & Repair	Yes Inspection and cleaning
Perimeter Fencing	Yes Replacement or Repair (i.e. stand-alone facilities surrounding residences) Replacement or repair*	No
Reticulation	Yes Inspection, Repair and Replacement	No
Water Bore	Yes Repair and Replacement	No
Special Items		
Air Dust Extraction Vents and associated fencing, if any.	No	Yes Maintenance only

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

18.4 PROPOSED CLOSURE OF ROAD RESERVE ADJACENT TO LOTS 1001 & 1002 ON DEPOSITED PLAN 70001 (RELIANCE BEND, HOPE VALLEY)

SUMMARY

Sanmar Properties No 2 Pty Ltd ('Sanmar Properties') are the registered proprietors of three adjoining industrial lots within Hope Valley. Adjacent to the properties is a road reserve for which the City has the responsibility for care, control and management ('the road reserve'). Sanmar Properties seek to purchase a portion of that road reserve (approximately 1593m²) for amalgamation with their own properties.

Enquiries by the City show a number of pipelines and cables running through the road reserve which will require relocation, the cost of which is to be met by Sanmar Properties.

Council approval is sought to give public notice of the proposed road reserve and (providing no objections are received) approval to progress closure of the reserve with the Department of Planning, Lands & Heritage ('Department').

OFFICER RECOMMENDATION

That Council:

- 1. Authorise the Chief Executive Officer to give 35 days public notice of the City's proposal to close the portion of the road reserve adjoining 61 Hope Valley Road and 12 Reliance Bend.**
- 2. Subject to Sanmar Properties No 2 Pty Ltd indemnifying the City against all costs arising from the closure and no objections being received in response to the City's public notice:**
 - a) Approve the proposed closure of the portion of the road reserve adjoining 61 Hope Valley Road and 12 Reliance Bend for acquisition by Sanmar Properties No 2 Pty Ltd; and**
 - b) In accordance with section 58(1) of the *Land Administration Act 1997*, authorise the Chief Executive Officer to request that the Minister for Lands commence closure of the portion of road reserve adjoining 61 Hope Valley Road and 12 Reliance Bend.**

DISCUSSION

Sanmar Properties own three properties to the east of the proposed road reserve closure. The three properties in question are:

- 1) Lot 1001 on Deposited Plan 70001 (61 Hope Valley Road, Hope Valley);
- 2) Lot 1002 on Deposited Plan 70001 (12 Reliance Bend, Hope Valley); and
- 3) Lot 1003 on Deposited Plan 70003 (6 Armstrong Road, Hope Valley).

Two of those properties, Lot 1001 and Lot 1002, adjoin a portion of the road reserve to the east. The land adjoining the reserve to the west is owned by DevelopmentWA.

The road reserve is presently unused other than for underground utilities. The proposed closure and purchase of the road reserve would allow Sanmar Properties to amalgamate the area with their adjacent properties for future development. Discussions are currently underway between Sanmar Properties and DevelopmentWA.

The road reserve in question also incorporates a portion of the road (Reliance Bend), verge area, as well as bushland previously earmarked for a telecommunications tower which did not eventuate. This area is not intended for closure.

A 'Dial Before You Dig' enquiry was undertaken by the City and showed a number of pipelines and cables running through the road reserve, including a TPG multi-telecommunications cable and Nextgen Group, Western Power and Water.

The closure and subsequent purchase of the road reserve is subject to receiving approval from the Minister for Lands as well as Sanmar Properties meeting the cost of moving all pipelines and cabling.

STRATEGIC IMPLICATIONS

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

Strategic Community Plan			
Outcome	Strategic Objective	Action in CBP (if applicable)	How does this proposal achieve the outcomes and strategic objectives?
2 – A resilient and thriving economy and exciting opportunities	2.1 – Enable a thriving and sustainable local economy that supports and sustains quality jobs and economic opportunities	N/A – There is no specific action in the CBP, yet this report will help achieve the indicated outcomes and strategic objectives	Allowing growth of a local business, having the area to expand

SOCIAL IMPLICATIONS

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

LEGAL/POLICY IMPLICATIONS

Land Administration Act 1997:

58. Closing roads

- 1) When a local government wishes a road in its district to be closed permanently, the local government may, subject to subsection (3), request the Minister to close the road.
- 2) When a local government resolves to make a request under subsection (1), the local government must in accordance with the regulations prepare and deliver the request to the Minister.
- 3) A local government must not resolve to make a request under subsection (1) until a period of 35 days has elapsed from the publication in a newspaper circulating in its district of notice of motion for that resolution, and the local government has considered any objections made to it within that period concerning the proposals set out in that notice.
- 4) On receiving a request delivered to him or her under subsection (2), the Minister may, if he or she is satisfied that the relevant local government has complied with the requirements of subsections (2) and (3) —
 - (a) *by order grant the request; or*
 - (b) *direct the relevant local government to reconsider the request, having regard to such matters as he or she thinks fit to mention in that direction; or*

- (c) *refuse the request.*
- 5) *If the Minister grants a request under subsection (4) —*
 - (a) *the road concerned is closed on and from the day on which the relevant order is registered; and*
 - (b) *any rights suspended under section 55(3)(a) cease to be so suspended.*
- (6) *When a road is closed under this section, the land comprising the former road —*
 - (a) *becomes unallocated Crown land; or*
 - (b) *if a lease continues to subsist in that land by virtue of section 57(2), remains Crown land.*

FINANCIAL/BUDGET IMPLICATIONS

The City has received payment of the administration fee of \$1670 from Sanmar Properties to meet the costs for the initiation of the road reserve closure process.

Advertising in local papers is estimated to be between \$300 and \$500. This sum is to be recovered by the administration fee charged by the City.

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

There are no environmental or public health implications identified as a result of this proposal.

COMMUNITY ENGAGEMENT

Community advertising in regards to the proposed road reserve closure for a period of 35 days via public notice in the local paper, notification to service agents and social media.

ATTACHMENTS

- A. Aerial photograph showing the layout of the proposed road reserve closure (Approx 1593m2)**



Road reserve is west and adjacent to block located at Lot 1002 (12) Reliance Bend, Hope Valley.

Approx area is 1593 sqm – encompassed within red oval.

Block shown at base is Lot 9021 Reliance Bend and currently owned by Development WA.



18.5 BUDGET VARIATIONS**SUMMARY**

To amend the 2021/2022 budget to reflect various adjustments to the General Ledger as detailed below.

OFFICER RECOMMENDATION

That Council approves the required budget variations to the Current Budget for 2021/2022 as follows:

ITEM #	DESCRIPTION	CURRENT BUDGET	INCREASE/ DECREASE	REVISED BUDGET
1	Car Park - Renewal - Pace Road - LRCI Round 3 - Project# 5	(99,717)	(49,177)	(148,894)
	Black Spot Program - Gilmore Ave - Wellard Rd/Henley Blvd Intersection	(470,000)	398,500	(71,500)
	Black Spot Grant	313,333	(265,666)	133,333
	Infrastructure management Overheads	528,466	(33,657)	494,809
	Engineering Salaries	(1,220,641)	(50,000)	(1,270,641)

DISCUSSION

ITEM #	DESCRIPTION	CURRENT BUDGET	INCREASE/ DECREASE	REVISED BUDGET
1	Car Park - Renewal - Pace Road - LRCI Round 3 - Project# 5	(99,717)	(49,177)	(148,894)
	Black Spot Program - Gilmore Ave - Wellard Rd/Henley Blvd Intersection	(470,000)	398,500	(71,500)
	Black Spot Grant	313,333	(265,666)	133,333
	Infrastructure management Overheads	528,466	(33,657)	494,809
	Engineering Salaries	(1,220,641)	(50,000)	(1,270,641)
	<p>The purpose of this budget variation is to update the budget to make funds available to complete the Pace Road car park renewal (LRCI round 3 project) and to increase the Engineering salary budget to bring forward an Engineering Technical Officer Traffic position from financial year 2024 to 2022.</p> <p>The car park renewal project and Black Spot project were reviewed for current increases in the market trends in terms of labour, plant and material price increases, as well as labour shortages in the construction market. A detailed feasibility and design investigation found that current allocated resources for these two projects are inadequate for project delivery.</p> <p>The Gilmore Ave Wellard Road intersection project is funded (2/3 of project cost) by the Metropolitan Regional Road Group (MRRG) under Black Spot Program grants. A request was approved by the grant funding body (MMRG) to split the project into two stages, stage one for design and stage two for construction. A separate funding application will be lodged when the City is ready to proceed with Stage Two.</p>			

	The revised total budget for Black Spot program will be \$71,500 and grant funding for this first stage will be \$47,667. As the City has already received \$125,333 from the Black Spot program, the unspent grant monies of \$77,666 will be refunded.
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STRATEGIC IMPLICATIONS

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

Strategic Community Plan			
Outcome	Strategic Objective	Action in CBP (if applicable)	How does this proposal achieve the outcomes and strategic objectives?
3 – Infrastructure and services that are affordable and contribute to health and wellbeing	3.1 – Develop quality, affordable infrastructure and services designed to improve the health and wellbeing of the community	N/A – There is no specific action in the CBP, yet this report will help achieve the indicated outcomes and strategic objectives	Develop quality, affordable infrastructure and services designed to improve the health and wellbeing of the community
	3.2 – Provide for an accessible and well connected City by integrating public transport and improving safe streets for driving, walking and cycling	N/A – There is no specific action in the CBP, yet this report will help achieve the indicated outcomes and strategic objectives	Provide for an accessible and well connected City by integrating public transport and improving safe streets for driving, walking and cycling

*If this proposal has other implications that are not directly linked to the above strategies both positive or negative, delete the guiding text in this section and describe the implications in detail.
[Type Implications here](#)

SOCIAL IMPLICATIONS

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

LEGAL/POLICY IMPLICATIONS

There are no legal/policy implications as a result of this proposal

FINANCIAL/BUDGET IMPLICATIONS

The next year's budget 2022/23 and so the Long-Term Financial Plan will require adjustments due to the additional funding required by the Black Spot project. This funding will help the City to secure MRRG grant in order to complete the project.

ASSET MANAGEMENT IMPLICATIONS

There are no Asset Management implications as a result of this proposal

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

There are no Environmental/Public implications as a result of this proposal

COMMUNITY ENGAGEMENT

There are no Community Engagement implications as a result of this proposal

ATTACHMENTS

Nil

19 NOTICES OF MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

**20 NOTICE OF MOTIONS FOR CONSIDERATION AT THE FOLLOWING MEETING
IF GIVEN DURING THE MEETING**

21 LATE AND URGENT BUSINESS

Note: In accordance with Clauses 3.13 and 3.14 of Council's Standing Orders, only items resolved by Council to be Urgent Business will be considered.

22 REPORTS OF ELECTED MEMBERS

23 ANSWERS TO QUESTIONS WHICH WERE TAKEN ON NOTICE

24 MAYORAL ANNOUNCEMENTS

25 CONFIDENTIAL ITEMS

That, in accordance with Section 11.7 of the City of Kwinana *Standing Orders Local Law 2019*, Council move behind closed doors to allow discussion of the Confidential Items.

**12.1 CHIEF EXECUTIVE OFFICER PERFORMANCE AND RENUMERATION REVIEW
2021/22 - APPOINTMENT OF APPRAISAL AGENT AND SCHEDULE OF REVIEW**

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

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

26 CLOSE OF MEETING