

# Ordinary Council Meeting

10 August 2022

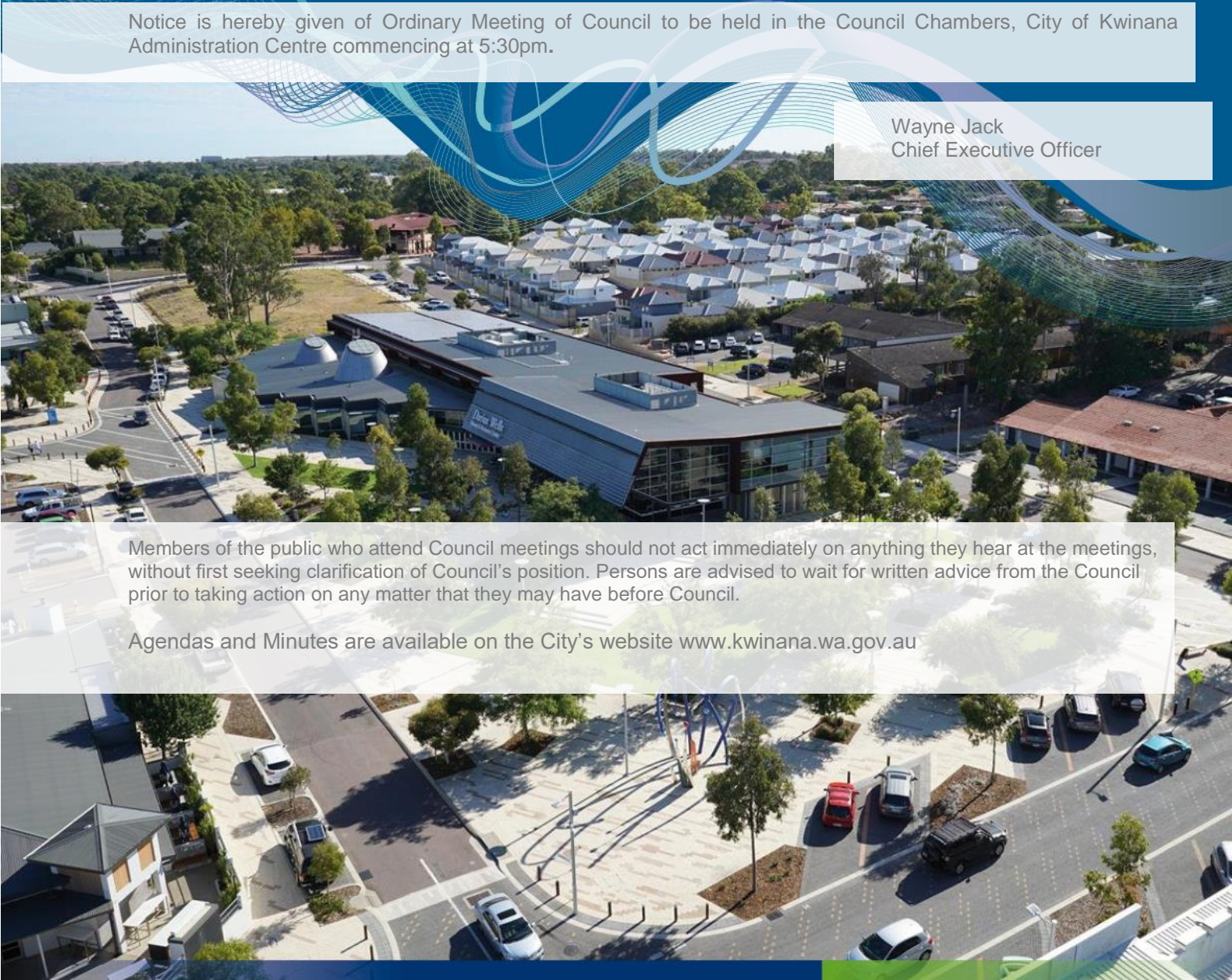
## Agenda

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.

Wayne Jack  
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](http://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 DJOORPINY 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**

Deputy Mayor Peter Feasey 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):**

Nil

### **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 13 JULY 2022**

#### **RECOMMENDATION**

**That the Minutes of the Ordinary Council Meeting held on 13 July 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 REVIEW 2021/2022 AND SETTING OF 2022/2023 KEY PERFORMANCE INDICATORS AND RENUMERATION****Reason for Confidentiality**

This report and its attachments are confidential in accordance with Section 5.23(2)(a) and (c) 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
- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting

**13 ENBLOC REPORTS**

NIL

**14 REPORTS – COMMUNITY**

Nil

**15 REPORTS – ECONOMIC**

Nil



## **16 REPORTS – NATURAL ENVIRONMENT**

### **16.1 KWINANA RECQUATIC CAFE - EXPRESSION OF INTEREST**

#### **SUMMARY**

The Kwinana Recquatic café is centrally located in the city centre, where it creates a social gathering point, however, managing a City run café is not a financially viable option. After a comprehensive review period, the decision was made to cease operations and investigate leasing the space with a suitably experienced operator. This report requests that the council approve the City to commence an Expression of Interest (EOI) process seeking suitable café operators.

#### **OFFICER RECOMMENDATION**

**That Council resolve to:**

- 1. Authorise the CEO to give public notice calling for expressions of interest (EOI) to lease the Recquatic Café in accordance with section 3.58 of the *Local Government Act 1995*.**
- 2. Following expiry of the public notice period, authorise the CEO to negotiate and execute a lease with the preferred lessor, subject to no objections being received by the City during the public notice period.**

#### **VOTING REQUIREMENT**

Absolute Majority

#### **DISCUSSION**

The Kwinana Recquatic café is centrally located at the Recquatic facility and compliments the City's delivery of health and recreation programming and services. The café provides a good outlet for social connection with members and has the potential to be managed by an external operator that can utilise the space better to provide a mutually beneficial relationship to all parties.

The Recquatic café has historically underperformed subsequently putting a strain on the City's financial resources. In November 2021, a six-month review of the café introduced changes to the operating model to introduce better management of the space and undertake an assessment of its viability as a City run service. While the Café has seen improvements in revenue, expense management, and customer service levels, it was identified that retaining the café as a City run service is not a financially viable option. The limitations included wage expenditure being significantly higher than hospitality wages, the need for additional staff with specific café experience and the café not being a core business all impacted the ability of the centre to provide a quality service to the community.

The café spaces includes a commercial kitchen and has the potential dual use to deliver food offerings to members and external catering services. There are many examples of cafe lease agreements in Western Australia recreation centres, including the City of Cockburn, the City of Armadale, the City of Joondalup and others across the state. External operators would pay hospitality wages, provide a quality of service above an internally managed café and reduce the overall cost to the City.

The Expression of Interest process allows greater flexibility to negotiate an agreement that fits the needs of both parties. Public advertising will be via various communication channels (The West Australian Newspaper, local newspaper, City website (etc) and direct notifications for maximum exposure of the opportunity to prospective companies. The City will then assess applications and enter into a negotiation phase to achieve the best outcome.

If there are no submissions during the first round, the City will release a second round of EOI with the assistance of an agent. If there is no interest at this point, some considerations will need to be made to use the space in a different capacity to service the centre and community.

## 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	Enable the growth of local businesses that services the community and contributes to economic development
5 – Visionary leadership dedicated to acting for its community	5.3 – Provide a high standard of customer service with the community as priority	N/A – There is no specific action in the CBP, yet this report will help achieve the indicated outcomes and strategic objectives	Better serve the Kwinana community through a café service that is proficient and experienced in the industry.

## 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	2.2 – Plan for open and accessible community spaces when developing suitable facilities to facilitate community interaction	Ensuring whoever is successful in their application for a lease can serve the community to a high level.

**LEGAL/POLICY IMPLICATIONS**

No legal/policy implications

**FINANCIAL/BUDGET IMPLICATIONS**

The initial process of advertising the EOI would have limited financial impact, however, should the first round receive no submissions, the second round would involve an agent to advertise, which will have an expense applied.

**ASSET MANAGEMENT IMPLICATIONS**

No asset management implications

**ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS**

No environmental/public health implications.

**COMMUNITY ENGAGEMENT**

Members of the community will be informed about the opportunity to lease the space.

**ATTACHMENTS**

A. EOI 02 22 - DRAFT EOI Document - Recquatic Cafe Lease [↓](#)



## Expression of Interest

Expression of Interest (EOI) Title	Recquatic Café Lease
EOI Number	EOI/02/22
Deadline	<b>, 2.00pm AWST</b>
Address for Delivery	City of Kwinana Electronic Tender Box Via the Tenderlink E-tendering Portal <a href="https://www.tenderlink.com/kwinana/">https://www.tenderlink.com/kwinana/</a>







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## 1 INTRODUCTORY INFORMATION FOR RESPONDENTS

### 1.1 Contract Requirements in Brief

The City of Kwinana is inviting Expressions of Interest to lease the Recquatic Café located within the Kwinana Recquaitc Centre, Cnr Robbos Way and Skerne Street.

### 1.2 Expression of Interest Documents

This Expression of Interest (**EOI**) is comprised of the following documents:

- Part 1 - Introductory Information for Respondents;
- Part 2 - Conditions of Responding to the EOI;
- Part 3 - General Conditions of Contract;
- Part 4 - Specifications;

### 1.3 Separate Documents

- a) EOI Response Offer Document, which includes information that must be completed and returned by all Respondents including:
  - i. Signed Response Form;
  - ii. Response addressing the Compliance Criteria; and
  - iii. Response addressing the Qualitative Criteria.
- b) Schedules and Annexures identified in the Expression of Interest Document (if applicable).
- c) City of Kwinana Occupational Safety and Health Principles and Practices for Council Contractors.
- d) Contractor Safety and Health Handbook;
- e) City of Kwinana **Disability and Access Inclusion Plan (DAIP) 2022-2027**; and
- f) Addenda and any other special correspondence issued to Respondents by the Principal.

These documents are available for download from [www.tenderlink.com/kwinana](http://www.tenderlink.com/kwinana)

### 1.4 Reference Documents

- a) Australian Standard Code of Tendering AS 4120 – 1994 (in the event of there being any conflict or inconsistency between AS 4120 and the Conditions of Responding contained in this request: the terms and conditions appearing in this Request will have precedence).
- b) Electronic Transaction Act 2003 (WA);
- c) Freedom of Information Act 1992 (WA);
- d) Local Government Act 1995 (WA);
- e) Local Government (Function & General) Regulations 1996;
- f) Occupational Safety & Health Act 1984 (WA);
- g) Occupational Safety & Health Regulations 1996 (WA);
- h) Public Disclosure Act 2003 (WA);
- i) State Records Act 2000 (WA); and
- j) Workers Compensation and Rehabilitation Act 1981 (WA).



## 2 CONDITIONS OF RESPONDING

### 2.1 Definitions

Below is a summary of some of the important defined terms used in this EOI:

<b>Attachments:</b>	The documents you attach as part of your Response.
<b>Australian Standard (AS):</b>	Refers to the latest revision, including any applicable amendments of the quoted standard document.
<b>Contract:</b>	Means the document which constitutes or evidences, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.
<b>Contractor:</b>	Means a Respondent whose offer has been accepted by the Principal with or without modification.
<b>Deadline:</b>	The deadline for lodgement of your Submission.
<b>Expression of Interest or EOI or Request</b>	This document.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract
<b>Offer:</b>	Respondents offer to be considered as an acceptable Respondent to the Expression of Interest (Stage 1 of a 2 stage Tender Process).
<b>Project Brief:</b>	Brief outline of the project requirements.
<b>Principal:</b>	The Local Government known as the City of Kwinana and its representatives as notified in writing by the parties from time to time (where applicable).
<b>Requirement:</b>	The service requested by the Local Government.
<b>Response:</b>	Your completed and submitted EOI Response Offer Document including signed Offer Form, response to the Selection Criteria and Attachments (if applicable).
<b>Selection Criteria:</b>	The criteria used by the Local Government to evaluate your Submission.
<b>Special Conditions:</b>	The additional contractual terms.
<b>Specification:</b>	The statement of Requirements that the Local Government request you to provide if selected.
<b>Submission:</b>	Means the same as Response.
<b>Scope of Works:</b>	Means the requirements, services, project or the whole of the work to be carried out and completed under the Contract including variations.

### 2.2 How to prepare your Submission

Respondents must:

- a) carefully read all parts of this document;
- b) ensure you understand the Requirements (refer to Specification/Scope of Works);



- c) ensure they have downloaded the files for this EOI (available from Tenderlink.com ([www.tenderlink.com/kwinana](http://www.tenderlink.com/kwinana));
- d) complete and submit the EOI Response Offer Document in all respects and include all your relevant information to support your offer;
- e) ensure you have signed, completed and included the Offer form (found within the EOI Response Offer Document) and responded to all of the Selection Criteria; and
- f) lodge your Submission before the Deadline at [www.tenderlink.com/kwinana](http://www.tenderlink.com/kwinana) in and submit to the City of Kwinana's electronic tender box

### **2.3 EOI Package and Separately Provided EOI Response Offer Document**

The EOI Response Offer Document is issued separately to this Request.

If there is a conflict or inconsistency between the EOI Offer Form, Compliance Criteria and Qualitative Criteria contained in this Request and those in the EOI Response Offer Document, the EOI Offer Form, Compliance Criteria and Qualitative Criteria in this Request will take precedence.

Respondents must sign and complete the EOI Offer Form.

### **2.4 Communications and Addendums**

All communication between potential Respondents and the Principal prior to the Deadline must be in writing, including notification of any discrepancies, errors or omissions.

A prospective Respondent may submit a written request for clarification on any part of the EOI documents prior to lodgement of their Submission using the online forum on the tender details page of the Tenderlink.com City of Kwinana portal website ([www.Tenderlink.com/kwinana](http://www.Tenderlink.com/kwinana)).

Respondents should not contact or rely upon information directly provided by an employee of the Principal in relation to the EOI. Instead, the Respondent may only rely on the information, clarification or addendums issued via the TenderLink forum.

No requests for information or clarification to the Expression of Interest Documents will be accepted no later than **insert date here**

### **2.5 Non-Mandatory Site Meeting**

Attendance at this meeting is non- mandatory.

This meeting will be held on **insert date and time here**. The location of this meeting will be held at **insert location here**

The briefing will provide Respondents with the opportunity to clarify any uncertainties prior to the closing of the Expression of Interest.

Please confirm via email [tenders@kwinana.wa.gov.au](mailto:tenders@kwinana.wa.gov.au) your attendance at this meeting no later than **insert date and time here**. Any questions in relation to this EOI should be, where possible, provided in writing either prior to (via the e-tender portal [www.tenderlink.com/kwinana](http://www.tenderlink.com/kwinana)) or presented to the Principals representative at the site meeting

At the briefing, Respondents may be requested to submit appropriate questions in writing following the meeting to be formally addressed in the briefing clarification/addendum letter.



## 2.6 Evaluation Process

The EOI is the first stage of a two-stage process. Following the evaluation of the EOI, the Principal may proceed to the calling of a restricted Request for Tender (**RFT**). The issuing of an EOI does not commit the Principal to proceeding with an **RFT**.

Eligibility to participate in the RFT will be restricted to providers who comply with the provisions of this EOI and who are accepted by Council to be placed on a pre-qualified shortlist.

The Submission of an EOI does not commit the Principal to accepting a Respondent as an acceptable tenderer to be included on the shortlist to participate in the restricted RFT process.

Your Submission will be evaluated using information provided in your EOI and on your response to the Qualitative Criteria.

The following Evaluation Methodology will be used in respect of this EOI:

- a) submissions are checked for completeness and compliance. Submission that do not contain all information requested (e.g. completed Response Offer Form and Attachments) may be excluded from evaluation;
- b) submissions are assessed against the qualitative criteria;
- c) suitable Respondents may be shortlisted and may also be required to clarify their Submission, make a presentation, demonstrate the product/solution offered and/or open premises for inspection;
- d) referees are contacted prior to selecting Respondents to be invited to participate in the restricted RFT process; and
- e) submissions are evaluated by the City's Evaluation Panel comprising of City staff or an external party the Principal has approached to assist with the evaluation.

To ensure transparency during the evaluation process, Respondents **must** not use or refer to a City of Kwinana staff member as a referee; failure to comply with these requirements may result in the submission being excluded from further consideration/evaluation.

## 2.7 Selection Criteria

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a response to one of these criteria which provides all the information requested will be assessed as satisfactory and will, in the first instance, attract an average score.

The extent to which the submission demonstrates greater or lesser satisfaction of each of these criteria will result in a score greater or lesser than the average.

In determining the most advantageous Response, the Evaluation Panel will score each submission against the qualitative criteria. Each criterion will be weighted to indicate the degree of importance that the Principal places on the qualitative criteria in relation to the project requirements, specification and/or the scope of works.

**NOTE:** It is essential that Respondents address each qualitative criterion.

A response to a criterion that achieves an aggregated score below the average will be deemed to have failed to demonstrate the Respondent has the capability to meet the project requirements, specification and/or scope of works and will result in the Respondent's submission being eliminated from further consideration.



Failure to provide the specified information may result in elimination from the evaluation process.

## 2.8 Insurances

It is anticipated that the successful lessee shall effect and constantly maintain the following (but not limited to) insurances:

- a) Public Liability insurance for at least \$20,000,000 for any one event;
- b) Product liabilities insurance for at least \$10,000,000 for any one event;
- c) Worker's compensation insurance with unlimited cover and extension cover for common law liability; and
- d) Breakdown insurance for any plant, equipment or machinery within the leased area (irrespective of ownership);
- e) Insurance for stock and consumables against damaged/spoilage.

Note that these requirements will be detailed further within any subsequent tender documentation.

## 2.9 Evaluation Criteria

In assessing each response, the City will consider the Evaluation Criteria listed in the table below. The Evaluation Criteria comprises the Compliance Criteria and the Qualitative Criteria.

The Respondent is to complete the separate EOI Response Offer Document Form as part of their submission.

These compliance criteria will not be point scored. Each submission will be assessed on a Yes/No basis as to whether the compliance criterion is satisfactorily met. An assessment of "No" against any compliance criterion may, at the Principal's sole discretion, eliminate the submission from further consideration.

Compliance Criteria
a) Compliance with the Conditions of Responding contained in this EOI Request.
b) Completion and provision of signed EOI Offer Form.
c) Completion of the EOI Response Offer Document in full, addressing every requested item. <b>(Including Returnable Schedule, General Conditions, Acknowledgements, Selection Criteria, Price Schedule and Work Health and Safety)</b>
d) Disclosure – Criminal Convictions
e) Disclosure – Conflicts of Interest

## Qualitative Criteria

Before responding to the following qualitative criteria, Respondents must note the following:

- a) All information relevant to your answers to each criterion are to be contained within your submission;
- b) Respondents are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;





- c) Respondents are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- d) Respondents are to address each issue outlined within a qualitative criterion.

The qualitative criteria for this Request are as follows:

Item	Criteria	Weighting
A	<p><u>Vision and Understanding</u></p> <p>Applicants should detail their vision for the proposed Lease of the property including a detailed business case (labelled "Business Case". The Business Case should address at a minimum the following:</p> <ul style="list-style-type: none"> <li>a) Current business structure and background of the company and/or local franchise.</li> <li>b) Outline your vision for the lease area.</li> <li>c) Proposed offering and proposed hours of operation.</li> </ul>	<b>20%</b>
B	<p><u>Detailed Lease Proposal</u></p> <p>Provide a detailed lease proposal (labelled "Lease Proposal") which addresses, at a minimum, the Applicants proposed:</p> <ul style="list-style-type: none"> <li>a) Term of Lease (both initial term and any further proposed term(s)).</li> <li>b) Offered commencing rent (per annum) and rent reviews (please specify whether rent is Net or Gross).</li> <li>c) Special conditions (requested by the Applicant, clearly outlining any incentive requested, lessor contributions or licences required).</li> <li>d) Any Commercial benefit outcomes intended to be achieved.</li> <li>e) Any Community benefit outcomes intended to be achieved.</li> <li>f) How will your proposal/operation complement the existing services provided by the Kwinana Recquatic Centre.</li> </ul>	<b>35%</b>
C	<p><u>Relevant Experience</u></p> <ul style="list-style-type: none"> <li>a) Demonstrated experience in managing, owning or operating a similar business. Include details of the location.</li> <li>b) Demonstrate competency and proven track record in establishing and maintaining a similar viable business.</li> </ul>	<b>30%</b>



	c) Provide a CV for the applicants key personnel who will be directly involved in the management and day-to-day operations of the business including skills, qualifications, and relevant experience. d) Provide contact details (including names, titles, telephone numbers and/or email addresses) for a minimum of two (2) referees who can specifically attest to the applicants experience in the operation of similar or comparable business in the last 5 years. e) Any additional information.	
D	<u>Financial Position</u> a) Provide latest audited financial statements.	<b>15%</b>
	<b>TOTAL</b>	<b>100%</b>

## 2.10 Local Government Policies/Standards that May Affect Selection

The following local government policies/standards may affect selection and the successful Respondent must agree to comply with the following Policies/standards and complete and sign (if necessary) the relevant section of the document:

- City of Kwinana Occupational Safety & Health Principles & Practices for Contractors;
- Contractor Safety and Health Handbook;
- Disability Access and Inclusion Plan 2019-2021; and
- City of Kwinana Policy - Fraud and Corruption.

The above are available to be viewed/downloaded from [www.tenderlink.com/kwinana](http://www.tenderlink.com/kwinana).

## 2.11 Lodgement of Submission and Delivery Method

The submission must be lodged by the Deadline.

The Deadline for this Request is **insert date and time here**

The Expression of Interest must be lodged electronically by utilising and uploading the submission via Tenderlink E-Tendering website [www.tenderlink.com/kwinana](http://www.tenderlink.com/kwinana) and submitted to the City's electronic tender box.

Mailed, Electronic (email) mailed submissions, hand delivered and submissions submitted by facsimile or telephone will not be accepted.

## 2.12 Submission Lodgement Requirements

Respondents must ensure that all electronic submission files are clearly named with the title and number of this EOI.

The Principal's preferred format for the submission is a single PDF file readable by Adobe Acrobat (PDF) or Microsoft Office applications.



Any brochures, pamphlets or other supporting documentation shall be included either in the same file or a separate file. If in a separate file; such documentation shall be fully cross referenced to the appropriate section of the submission.

All pages should be numbered consecutively and the submission should include an index.

Respondents must ensure Submissions are lodged electronically by uploading the submission via Tenderlink E-Tendering website [www.tenderlink.com/kwinana](http://www.tenderlink.com/kwinana) and submitted to the City's electronic tender box.

Failure to fully submit a Response to the City's electronic tender box will result in the City not receiving the submission. Respondents are responsible for ensuring they have completed the lodgement of their submission correctly. Respondents will receive a successful lodgement email notification from TenderLink to confirm the submission has been successfully submitted to the City's electronic Tender Box

In submitting a Response electronically, Respondents represent that they have taken reasonable steps to ensure that the submission files are free of viruses, worms or other disabling features which may affect Tenderlink and/or the Principal's computing environment. Submissions found to contain viruses, worms or other disabling features will be excluded from the evaluation process.

### **2.13 Signatures**

Respondents have the option of using an electronic signature or including a scanned, signed copy of the Respondents Offer Form and accompanying documents (where applicable) as part of their electronic submission.

### **2.14 Late Submissions**

Submissions received after the Deadline will not be accepted for evaluation.

The City of Kwinana accepts no responsibility for submitted Responses failing to be in the electronic Tender Box at the time and date of closing.

Respondents should allow sufficient time for submission lodgement, including time that may be required for any problem analysis and resolution prior to the Deadline.

Failure to submit a Response to the City's electronic tender box following lodgement via the Tenderlink E-Tendering portal [www.tenderlink.com/kwinana](http://www.tenderlink.com/kwinana) will result in the Response being a late submission and will not be accepted for evaluation.

Where the submission transmission starts before the Expression of Interest close time but is not fully completed and received in the electronic tender box by the deadline, the submission will be determined as being as late and will not be accepted for evaluation.

### **2.15 Rejection of Submissions**

A submission will be rejected without consideration of its merits in the event that:

- a) it is not submitted before the Deadline; or
- b) it is not submitted via TenderLink ([www.tenderlink.com/kwinana](http://www.tenderlink.com/kwinana)) and submitted in the City of Kwinana's electronic Tender Box.

A submission may also be rejected if it fails to comply with any other requirements of the Request.



Late submissions, incomplete submissions, including those with electronic files that cannot be read or decrypted, submissions which the Principal believes to potentially contain any virus, malicious code or anything else that might compromise the integrity or security of Tenderlink.com and/or the Principal's computing environment, will be excluded from evaluation.

### **2.16 Acceptance of Submissions**

Unless otherwise stated in this Request, submissions may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part.

The Principal is not bound to accept and may reject any or all submissions submitted. The acceptance of a submission does not oblige the Principal to proceed to issuing a restricted tender.

### **2.17 Non-conforming Submissions Subject to Rejection**

At the sole discretion of the Principal, incomplete or improperly prepared submission documents may constitute grounds for rejection of a submission. However, the Respondent may be required to clarify aspects of the submission before final consideration and determination of Respondents suitability to be listed as an acceptable tenderer.

### **2.18 Submission Validity Period**

All submissions will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or 45 days from the date the Council determines the list of Respondents as an acceptable tenderer, whichever is the latter, unless extended on mutual agreement between the Principal and Respondent in writing.

### **2.19 Principal Clarification after the Close of EOI**

Prior to any acceptance of submission or response, the Principal may request a Respondent to clarify the information provided in their submission. Clarification must be submitted by the documented clarification letter deadline or a submission may be eliminated from further consideration.

The Principal reserves the right to provide any information submitted by Respondents, including financial details provided under this clause, to a third party for the purposes of evaluation.

### **2.20 Presentation of Submission documents**

This document has been collated by mechanical means and Respondents should check to ensure that it includes all pages, which are numbered consecutively, and that all supplements referred to are also included.

Additional documents, annexures and schedules that have been referred to in any section of the Specification/Scope of Works are included at the back of this document and shall be read in accordance to the section which they refer.

### **2.21 Disclosure of Contract Information**

Documents and other information relevant to the contract may be disclosed when required by law under the Freedom of Information Act 1992 or under a Court order.

All Respondents will be given particulars of the successful Respondent(s) or advising that no submission was accepted.



## **2.22 Respondents to Inform Themselves**

Respondents will be deemed to have:

- a) examined the Request and any other information available in writing to Respondents for the purpose of submitting an EOI;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their submission which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their submission including submitted indicative prices (if requested);
- d) satisfied themselves that the submission will be commercially viable and be deemed to cover the cost of complying with all the Conditions of Responding and of all matters and things necessary for the due and proper performance and completion of the project proposal/specification/scope of works described therein; and
- e) satisfied themselves they have a full set of the EOI documents and all relevant attachments.

## **2.23 Alterations**

The Respondent must not alter or add to the Expressions of Interest documents unless required by these Conditions of Responding.

No clarification or amendment to the Expression of Interest documents will be recognised unless in the form of a written addendum issued by the Principal.

The Principal will issue an addendum to all Respondents where matters of significance make it necessary to amend the issued Expression of Interest documents before the Deadline. The Principal at its absolute discretion will determine whether a matter is a matter of significance.

The Respondent will acknowledge with their submission the receipt of each addendum to the EOI issued by the Principal and received by the Respondent during the Expression of Interest Response period.

## **2.24 Risk Assessment**

The Principal may at any time during the assessment process have access and give consideration to:

- a) any risk assessment undertaken by any credit rating agency;
- b) any financial analytical assessment or performance assessment undertaken by any agency; and
- c) any information produced by the Bank, financial institution, or accountant of a Respondent.

The Principal may assess and give consideration to such materials as tools in the submission assessment process.

Respondent may be required to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that a Respondent is financially viable and have the financial capability to provide the Services for which they are submitting and to otherwise meet their obligations under any proposed Contract.



The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact the Respondent concerning the financial information that the Respondent is required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing submissions and will be treated as strictly confidential.

## **2.25 Ownership of Submission**

All documents, materials, articles and information submitted by the Respondent as part of or in support of submission will become upon submission the absolute property of the Principal and will not be returned to the Respondent at the conclusion of the EOI process provided that the Respondent will be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

## **2.26 Canvassing of Councillors**

If a Respondent, whether personally or by an agent, canvasses any of the Principal's commissioners or councillors (as the case may be) or Officers with a view to influencing the acceptance of any submission made by it or any other Respondent, then regardless of such canvassing having any influence on the acceptance of such submission, the Principal will omit the submission from consideration.

## **2.27 Identity of the Respondent**

The identity of the Respondent and the Contractor is fundamental to the Principal.

The Respondent must be the person, persons, corporation or corporations named as the Respondent whose execution appears on the Offer Form that forms part of this Expression of Interest Request.

If the Respondent is a Company as defined under the Corporation Act 2001 (Cth), a copy of the Respondent's current ASIC company extracts, including their latest annual return is to be provided.

If the Respondent is not a Company as defined above the City of Kwinana reserves the right to request any further documentation required in order to determine which person/s within the Respondent's organisation/business has capacity to make legally binding decisions on behalf of the Respondent. Failure to provide this documentation when requested will exclude the Respondent's submission from further consideration.

## **2.28 Cost of Responding**

The Principal will not be liable for payment to the Respondent for any costs, losses or expenses incurred by the Respondent in preparing their offer.

## **2.29 Submission Opening**

All and members of the public may attend or be represented at the opening of submissions.

All responses will be opened in the Principal's offices, following the advertised Deadline.

No discussions will be entered into and no information regarding the submissions will be divulged to those in attendance.



In accordance with Part 4, Regulation 16-3(c) and 17-3 of the Local Government (Functions and General) Regulations 1996 the Principal is only required to record the price of the winning submission in the Tender/EOI Register.

Submission opening will be held **insert date here** following close of the Expression of Interest (Stage 1) at 2.00pm at Council's Administration Building, Corner of Gilmore Avenue & Sulphur Road, Kwinana.

### **2.30 In-house Submissions**

The Principal does not intend to submit an in-house submission.

### **2.31 EOI Response Offer Document**

Respondents must complete and return the following attached documents:

- a) EOI/02/22 - Expression of Interest Response Document **- xxxx -** Attachment A.



### **3 CONDITIONS OF CONTRACT / LEASE DOCUMENTS**

The Conditions of Contract and applicable lease documents will be determined and detailed in the Restricted Tender documentation.



## 4 SPECIFICATIONS

### 4.1 Introduction

The City of Kwinana is inviting Expressions of Interest to lease the Recquatic Café located within the Kwinana Recquatic Centre, Cnr Robbos Way and Skerne Street.

### 4.2 Background

The City of Kwinana would like to advertise by public notice to invite expressions of interest for the disposal of Café Splash at Kwinana Recquatic, Cnr Robbos Way and Skerne Street.

### 4.3 Location

The Property is located within the locality of Kwinana Town Centre.



The property is located at the heart of the Kwinana shopping district, with the Kwinana Marketplace, located at the adjacent block, including other City of Kwinana services like the Darius Wells Library and Resource Centre

### 4.4 Overview of the Recquatic

Kwinana Recquatic is a multi-purpose recreation and aquatic facility, operated by the City of Kwinana. Key features include:

- A functional training studio
- State of the art weights and cardio rooms
- A wide range of group fitness classes including Les Mills and Aqua
- A high functioning Swim School and other programs catered towards all ages



- Three indoor heated pools including a hydrotherapy pool, beach entry leisure pool with whirl pool, and 25m lap pool
- A spa and steam room
- Crèche
- A two-court stadium that hosts team sport competitions and a variety of other sports
- A landscaped barbecue area

The Café, situated in a highly visible and central location of facility adjacent to the front foyer and reception is a natural gathering place for those who utilise the facilities.

#### 4.5 Visitations

The Recquatic centre has on average 350,000 to 380,000 visitations per year. A breakdown of 12 month attendances can be found in [appendix 1](#).

#### 4.6 Hours of operation

The centre is open 7 days a week, 52 weeks of the year except Christmas day, Boxing Day, New Year's Day and Good Friday with reduced hours on other Public Holidays.

Below is a schedule of the operating times:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
<b>Gym</b>	5:30am - 9pm	5:30am - 9pm	5:30am - 9pm	5:30am - 9pm	5:30am - 9pm	7:45am - 5pm	9am - 5pm
<b>Pool, Spa &amp; Saunas</b>	5:30am - 8:30pm	5:30am - 8:30pm	5:30am - 8:30pm	5:30am - 8:30pm	5:30am - 8:30pm	7:45am - 4:45pm	9:00am - 4:45pm
<b>Crèche</b>	8:40am – 12:30pm & 4pm – 8:45pm	8:40am – 12:30pm	8:40am – 12:30pm & 4pm – 8:45pm	8:40am – 12:30pm	8:40am – 12:30pm	8:15am – 11:30am	Closed

#### 4.7 The Opportunity

The City is seeking a *Request for Proposal* from businesses, service providers, residents, community or sporting organisations and not-for-profit associations to lease the Recquatic Café at Cnr Robbos Way and Skerne Street. The City is seeking proposals that will add value to the community visiting the Recquatic and attract additional visitations to the centre. There is great opportunity to utilise the commercial kitchen for food services both inside and outside the centre.

##### 4.7.1 The Space

The subject tenancy is located inside the aquatics section of the centre overlooking the pool hall. The Café, situated in a highly visible and central location of facility adjacent to the front foyer and reception is a natural gathering place for those who utilise the facilities.

Café including seating area: 73sqm

Kitchen area: 37sqm

The café is a fully commercial kitchen with appliances including;

- Deep fryer
- Stove top burners
- Upright and chest freezers.
- Refrigerator
- Upright Grill
- Dishwasher

#### 4.8 Attachments

Attachment B – Floor Plan Sketch

Attachment C – Breakdown of visitations



Image 1 – Recquatic Café Pool Side



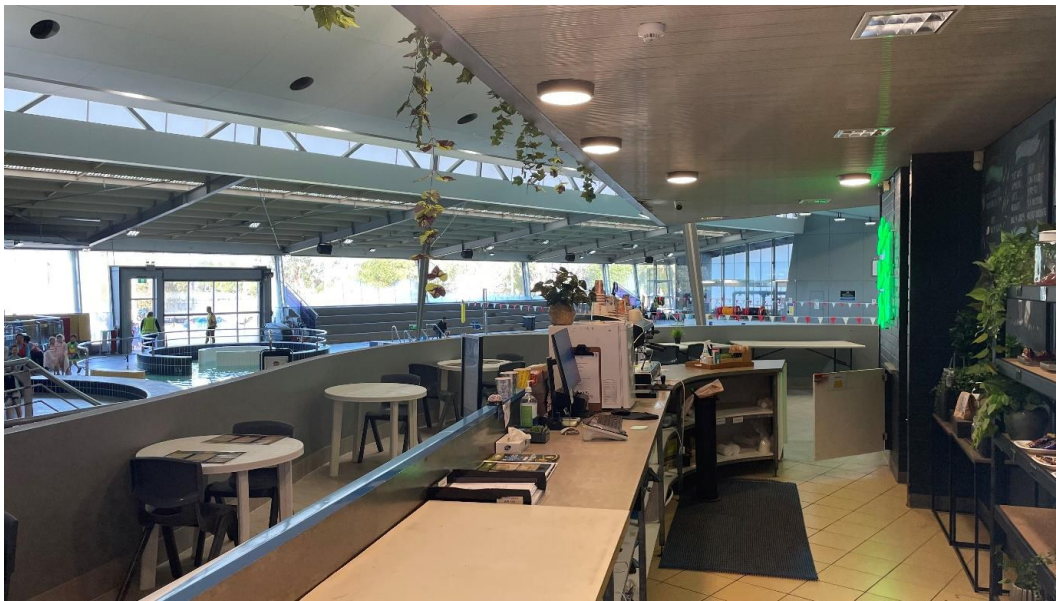


Image 2 – Recquatic Café Pool Side

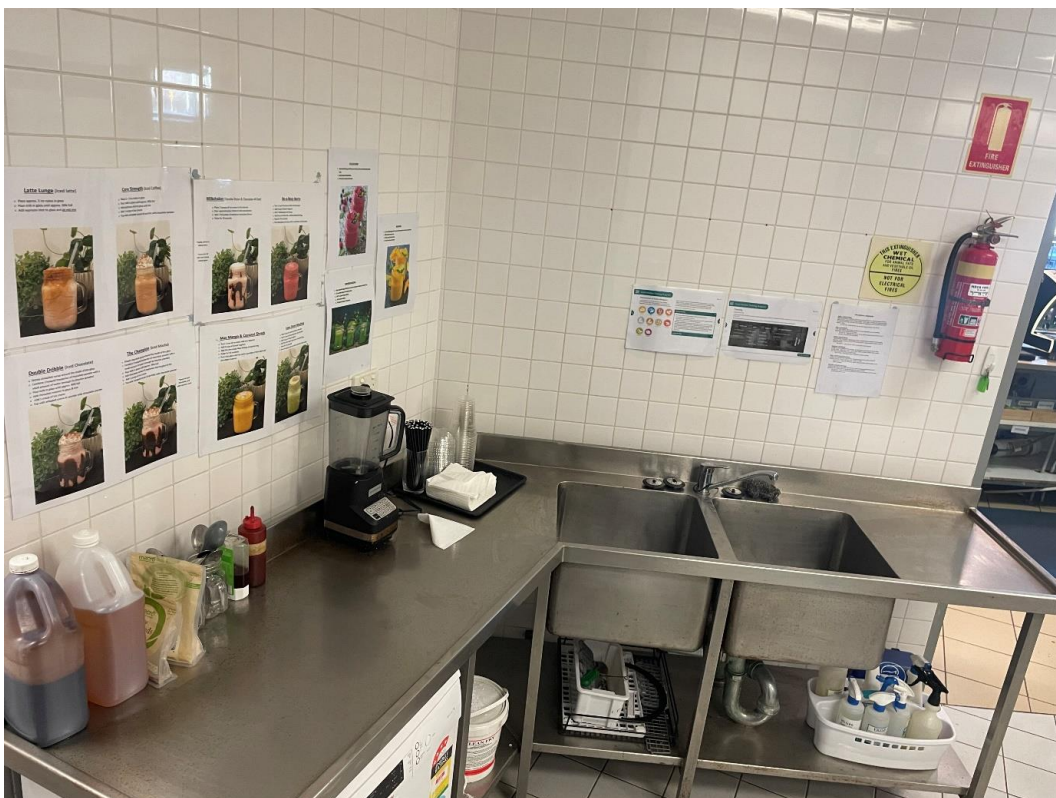


Image 3 – Recquatic Café internal

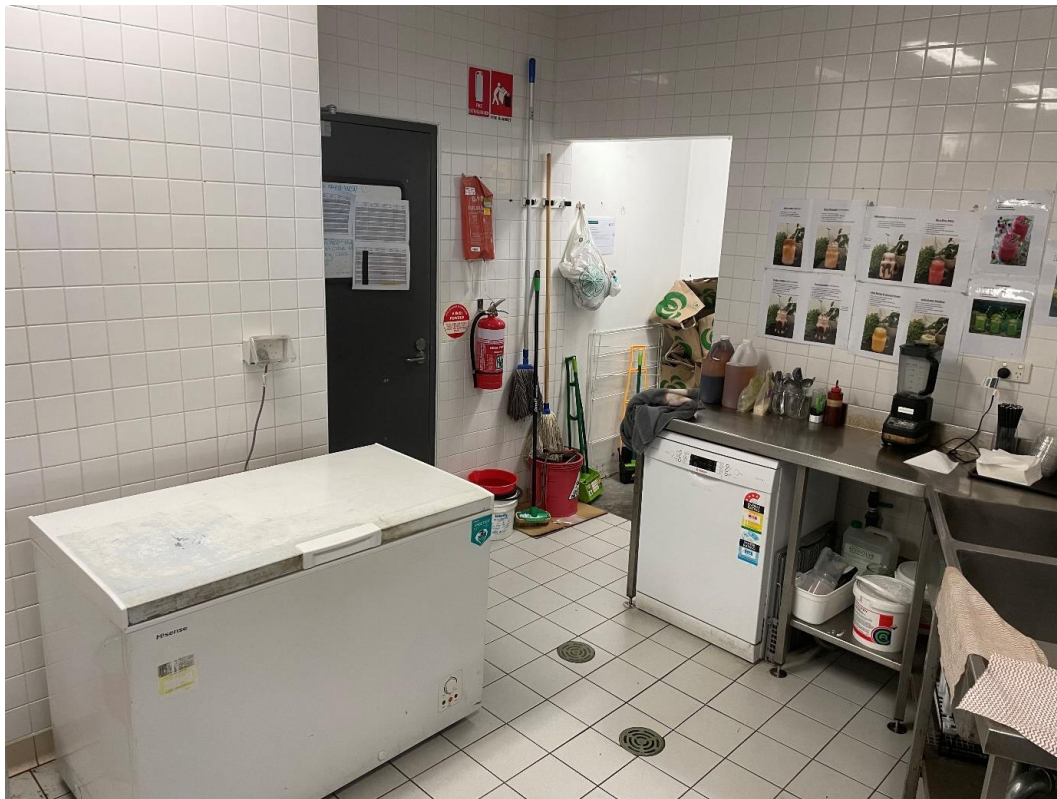


Image 4 – Recquatic Café (Internal)





Image 5 – Recquatic Café (Internal)



Image 6 – Recquatic café (Internal)

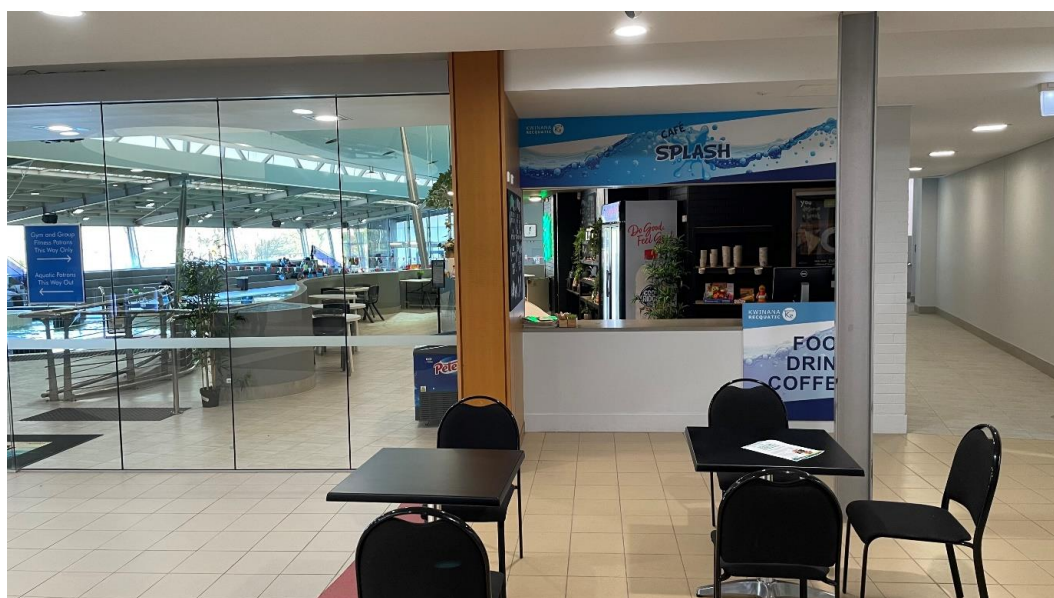


Image 7 – Recquatic Café Foyer Seating Area (non-exclusive)

## 17 REPORTS – BUILT INFRASTRUCTURE

### 17.1 DRAFT LOCAL PLANNING POLICY NO. 3 - BOLLARD BULRUSH LANDSCAPE MASTER PLAN - FINAL ADOPTION

#### SUMMARY

The City of Kwinana (the City) has reviewed and revised Local Planning Policy No. 3 – Bollard Bulrush East Landscape Masterplan (LPP3) which was adopted in 2017. The revised draft policy and landscape masterplan is Attachment A of this report.

The intention of the policy review was to update the Bollard Bulrush Landscape Masterplan to reflect development which has taken place since the original policy was adopted in 2017; and to extend the masterplan to apply to the remainder (west and southern boundary) of Bollard Bulrush wetland and adjoining public open space areas, replicating all elements of the landscape masterplan for the entirety of the Bollard Bulrush wetland.

The draft LPP3 and accompanying draft landscape masterplan were presented to Council at the Ordinary Council Meeting on 9 March 2022 where Council resolved to:

1. *Adopt the revised draft Local Planning Policy No. 3 – Bollard Bulrush Landscape Masterplan for the purposes of advertising;*
2. *Advertise revised draft Local Planning Policy No. 3 – Bollard Bulrush Landscape Masterplan pursuant to Clauses 4(1) and 4(2) of Division 2 of Planning and Development Regulations 2015; and*
3. *Require a report back to Council that details the submissions received during the advertising period with a recommendation that the revised draft Local Planning Policy No. 3 – Bollard Bulrush Landscape Masterplan be adopted with or without modification.*

The City advertised draft LPP3 and the draft landscape masterplan between May 1 and May 31, 2022. Letters were sent to landowners and developers surrounding Bollard Bulrush and the policy was advertised on the City's engagement platform Love My Kwinana.

Two submissions were received during the consultation period. The Wetlands Conservation Society Inc. supported the City's draft LPP3 and the Water Corporation noted the inclusion of future works to cross Peel Main Drain in the draft landscape masterplan and advised that any future works are subject to approval from Water Corporation.

A further late submission was received in July from TBB Planning on behalf of the bushfire consultant at Oakebella. The submission highlights an inconsistency between the Council Report presented to Council at the Ordinary Council Meeting on 9 March 2022. The report incorrectly states that bushfire fuel loads can be managed in Public Open Space and wetland buffer areas. This isn't the case, and draft LPP3 correctly and specifically states that no bushfire mitigation, including managing bushfire fuel loads, should be located within the wetland buffer.

In response to the submissions, the City does not propose any changes to the draft policy.

## OFFICER RECOMMENDATION

### That Council:

1. **Note the submissions made**
2. **Adopt Local Planning Policy No. 3 – Bollard Bulrush Landscape Masterplan (Attachment A) without modification.**
3. **Publish a notice of the adoption of Local Planning Policy No. 3 – Bollard Bulrush Landscape Masterplan in a local newspaper and on the City of Kwinana's website.**

## VOTING REQUIREMENT

Simple majority

## DISCUSSION

### Draft Local Planning Strategy

Revised draft LPP3 – Bollard Bulrush Landscape Masterplan (Attachment A) will support the achievement of the following actions in the draft Local Planning Strategy:

#### Strategic Direction:

To identify, permanently protect and enhance Kwinana's natural environment which is critical to the maintenance of ecological processes and biodiversity.

#### Strategic Actions:

- Develop measures for ecological corridors, outlining revegetation, restoration and landscaping standards expected of developers, and requirements for other landscape elements to strengthen connections, such as wider verges and median strips to accommodate street trees.
- Ensure future planning and development appropriately manages bushfire risk, which may include the development of local planning controls for bushfire management.

### Background

The City adopted Bollard Bulrush East Landscape Masterplan in 2017. The Bollard Bulrush East Landscape Masterplan has been incorporated into a planning policy adopted under Local Planning Scheme No. 2 (LPS 2) to ensure that it has statutory weight and is given 'due regard' during the assessment of local structure plans and subdivision applications by the City.

It was considered timely to review the policy given how much development has taken place around the Bollard Bulrush wetland since the policy's adoption and the potential development of the southern and western parts of the wetland.

The purpose of revised draft LPP3 (Attachment A) remains the same as the adopted policy which is to:

- Ensure that a range of recreation facilities and activities are provided in a uniform and coordinated manner within the open space situated in the Bollard Bulrush urban Cell; and
- To guide the preparation of landscape plans for the public open space in the Bollard Bulrush urban cell that adjoins the wetland area.



**Landscape Masterplan Review**

The Bollard Bulrush Landscape Masterplan has been reviewed in relation to the following:

- a) Review the existing landscape masterplan as it applies to the east portion of Bollard Bulrush;
- b) Extend the landscape masterplan to apply to the remainder (west and southern sides) of Bollard Bulrush replicating all elements of the adopted landscape masterplan for the entirety of the Bollard Bulrush wetland whilst recognising that land on the western side of the wetlands is not zoned under the Scheme and has not been structure planned. Extending the masterplan around the western section of the Bollard Bulrush wetland is in anticipation of future land development in that location; and
- c) Integration of the Kwinana Loop Trail into the masterplan.

**Consideration of Submissions**

The draft LPP3 was advertised between 1 May 2022 and 31 May 2022. Letters were sent to developers and landowners of land abutting Bollard Bulrush as well as the Department of Biodiversity, Conservation and Attractions and Water Corporation. The policy was also advertised on the City's engagement portal Love My Kwinana.

Two submissions were received during the consultation period which have been detailed in Attachment B. The Wetland Conservation Society Inc was supportive of the draft policy and congratulated the City on its efforts to protect and enhance this important wetland:

"The Wetlands Conservation Society has had a long-standing interest in the Bollard Bulrush wetland, going back over 30 years and are pleased to see the City regards Bollard Bulrush as an important environmental asset and is taking steps to protect and enhance it."

The second submission from Water Corporation noted that the landscape masterplan proposes crossings over the Peel Main Drain and states that Water Corporation needs to be contacted for approval prior to any works taking place.

A third submission was received outside the consultation period from TBB Planning on behalf of their bushfire consultant at Oakebella seeking clarification on the management of the wetland buffer (please refer to Attachment B). The submission refers to detail in the report presented to Council at the Ordinary Council Meeting on 9 March 2022 under the section '*Asset Management*'.

The following error was included in the report:

**ASSET MANGEMENT IMPLICATIONS**

*The City will be responsible for:*

- b) *Managing bushfire fuel loads in POS and the wetland buffer in accordance with the requirements for low threat vegetation listed in Australian Standards AS3945.*

The submitter has been contacted to apologise for the error, to clarify that the City will not manage fuel loads in the wetland buffer and to reiterate Section 3.2.3 of draft LPP3 which correctly states that the wetland buffer "*does not accommodate any bushfire mitigation measures*".

No modifications to the draft policy are proposed.

**Conclusion**

The draft LPP3 will:

- Ensure that a range of recreation facilities and activities are provided in a uniform and coordinated manner within the open space situated in the Bollard Bulrush urban cell; and
- Guide the preparation of landscape plans for the open space in the Bollard Bulrush urban cell.

City officers recommend that the draft LPP3 (and associated landscape masterplan) be adopted by Council without modification.

## 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?
1 – A naturally beautiful environment that is enhanced and protected	1.1 – Retain and improve our streetscapes and open spaces, preserving the trees and greenery that makes Kwinana unique	N/A – There is no specific action in the CBP, yet this report will help achieve the indicated outcomes and strategic objectives	Retain and improve open spaces and vegetation at Bollard Bulrush
	1.2 – Maintain and enhance our beautiful, natural environment through sustainable protection and conservation	1.2.1 – Develop a Local Biodiversity Strategy	Enhance and conserve the Bollard Bulrush wetland

## 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	1.2 – Deliver initiatives that enhance the use of public open space and natural environment reserves  1.3 – Reduce barriers to in active lifestyle activities  1.5 – Provide infrastructure that enhances opportunities for recreation, play and relaxation	The draft policy will facilitate recreation opportunities around Bollard Bulrush wetland.

		1.7 – Promote active transportation including walking and cycling	
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## LEGAL/POLICY IMPLICATIONS

### Legislation

*City of Kwinana Town Planning Scheme No. 2*

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

### Policy

*Liveable Neighbourhoods (WAPC)*

## FINANCIAL/BUDGET IMPLICATIONS

This policy has been reviewed in line with budgeting requirements and there are no financial implications as a result of the policy provisions.

## ASSET MANAGEMENT IMPLICATIONS

The City will be responsible for:

- a) Maintaining POS and possibly that part of the 50-metre wetland buffer abutting Bollard Bulrush Wetland situated within the Structure Plan.

## ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

The adoption of revised draft LPP No. 3 – Bollard Bulrush Landscape Masterplan will help protected the integrity of the 50m wetland buffer and ensure that a range of recreation facilities are provided in a coordinated manner in the public open space surrounding Bollard Bulrush wetland.

## COMMUNITY ENGAGEMENT

The draft LPP3 was advertised pursuant to the requirements of the *Planning and Development (Local Planning Schemes) Regulations 2015* and the City's Community Engagement Policy. The policy was advertised on the City's engagement portal Love My Kwinana and relevant developers and landowners were contacted by letter to inform them of the policy advertising period. The Department of Biodiversity, Conservation and Attractions and Water Corporation were also contacted.

Two submissions of support were received during the consultation period and they are detailed in Attachment B – Summary of Submissions along with officers' comments. A further late submission was received from TBB planning consultants seeking clarification on bushfire mitigation in the buffer. This submission is also included in Attachment B.

Should the policy be adopted submitters will be informed and the adopted policy published on the City's website.

## **ATTACHMENTS**

- A. Draft Local Planning Policy 3 - Bollard Bulrush Landscape Masterplan** [↓](#)
- B. Summary of Submissions** [↓](#)



# Draft Revised Local Planning Policy No. 3

## **Bollard Bulrush Landscape Masterplan**



## **Draft Revised Local Planning Policy No. 3 – Bollard Bulrush Landscape Masterplan**

### **1.0 Policy Objectives**

- 1.1 To ensure that a range of recreation facilities and activities are provided in a uniform and coordinated manner within the open space situated in the Bollard Bulrush Urban Cell; and
- 1.2 To guide the preparation of landscape plans for the open space in the Bollard Bulrush Urban Cell.

### **2.0 Policy Application**

- 2.1 The provisions of this policy apply to all land adjacent to Bollard Bulrush Wetland that is zoned 'Development and 'Rural A' under Town Planning Scheme No. 2.
- 2.2 The policy is to be applied during the preparation and assessment of:
  - Local structure plans; and
  - Subdivision applications
  - Development applications
- 2.3 LPP 3 should be read in conjunction with the Bollard Bulrush Landscape Masterplan (Attachment 1).
- 2.4 The City of Kwinana (the City) acknowledges that Bollard Bulrush Landscape Masterplan includes elements that exceed the requirements for the treatment of POS specified in Liveable Neighbourhoods (WAPC). The purpose of LPP 3 is not to enforce the provision of facilities in excess of the minimum standard specified by Liveable Neighbourhoods. The purpose of LPP 3 is to ensure that recreation facilities and activities are provided in a uniform and coordinated manner surrounding the Bollard Bulrush wetland in the event they are provided in excess of the minimum standards of Liveable Neighbourhoods.

### **3.0 Policy Provisions**

- 3.1 The City's requirements at each stage of the land use planning framework, in relation to the implementation of the Bollard Bulrush Landscape Masterplan, are as follows:
- 3.2 Local Structure Planning

- 3.2.1 A landscape strategy is to be submitted to Council with the Local Structure Plan.
- 3.2.2 Flora and fauna reports are to be submitted to Council for the Local Structure Plan.
- 3.2.3 The location and design of the following matters are to be included in the landscape strategy consistent with the Bollard Bulrush Landscape Masterplan.
- A uniform dual use path around Bollard Bulrush wetland, to be located outside the wetland buffer, including pedestrian/cycle connections over the Peel Main Drain;
  - Neighbourhood parks (1-5ha) that provide uniform playground equipment, fitness equipment, park benches, lighting, kick about spaces, shelter and BBQs to be provided in line with the City's Landscape Development Guidelines;
  - Uniform conservation fencing in accordance with the City's fencing standards;
  - Stormwater detention areas that do not interfere with the function of public open space (POS) and are not within the wetland buffer;
  - Fire breaks and fire access tracks, accessible to pedestrians, to be located on the outer edge of the wetland buffer;
  - Maintenance access in appropriate locations; and
  - Rehabilitation and revegetation of the 50m wetland buffer commensurate with endemic wetland flora species.
  - A wetland buffer that does not accommodate any bushfire mitigation measures.
- 3.3 Subdivision Approval
- 3.3.1 When a subdivision application within the Bollard Bulrush urban cell is received for comment, the City shall recommend the following conditions to the Western Australian Planning Commission:
- A fence restricting vehicle and pedestrian access to [INSERT VALUE] is to be constructed in accordance with the approved Bollard Bulrush Landscape Masterplan 2022 to protect native vegetation. (Local Government)
  - The proposed reserve(s) shown on the approved plan of subdivision being shown on the diagram or plan of survey (deposited plan) as reserve(s) for [INSERT VALUE] and vested in the Crown under Section 152 of the Planning and Development Act 2005, such land to be ceded free of cost and within any payment of compensation by the Crown. (insert clearing agency as applicable)
  - Arrangements being made for the proposed public open space to be developed by the landowner/applicant to a minimum standard and maintained for two summers through the implementation of an approved landscape strategy providing for the development and



maintenance of the proposed public open space in accordance with the requirements of Liveable Neighbourhoods, the approved Bollard Bulrush Landscape Masterplan (2022), and to the specifications of the local government. (Local Government)

- Prior to the commencement of subdivisional works a wetland management plan for [INSERT VALUE] is to be prepared and approved to ensure the protection and management of the sites environmental assets with satisfactory arrangements being made for the implementation of the approved plan. (Local Government)
- Prior to the commencement of subdivisional works, measures being undertaken to identify any vegetation on the site worthy of retention, including any potential habitat or foraging trees for threatened fauna species, and protection measures implemented to ensure such vegetation is not impacted by subdivisional works. (Local Government)
- Prior to the commencement of subdivisional works a wildlife protection management plan for [INSERT VALUE] is to be prepared and approved to ensure the protection and management of the sites environmental assets with satisfactory arrangements being made for the implementation of the approved plan. (Local Government)
- Prior to the commencement of subdivision works a landscape feature and tree retention management plan is to be prepared and approved to ensure the protection and management of the sites environmental assets in accordance with the City of Kwinana Local Planning Policy No.1 with satisfactory arrangements being made for the implementation of the approved plan.

#### 3.4 Discretion to vary the policy

- 3.4.1 The City may vary the provisions of this policy when it is satisfied that a proposed local structure plan, subdivision application or development application can be implemented in a coordinated and uniform manner that does not prejudice the implementation of the landscape masterplan.

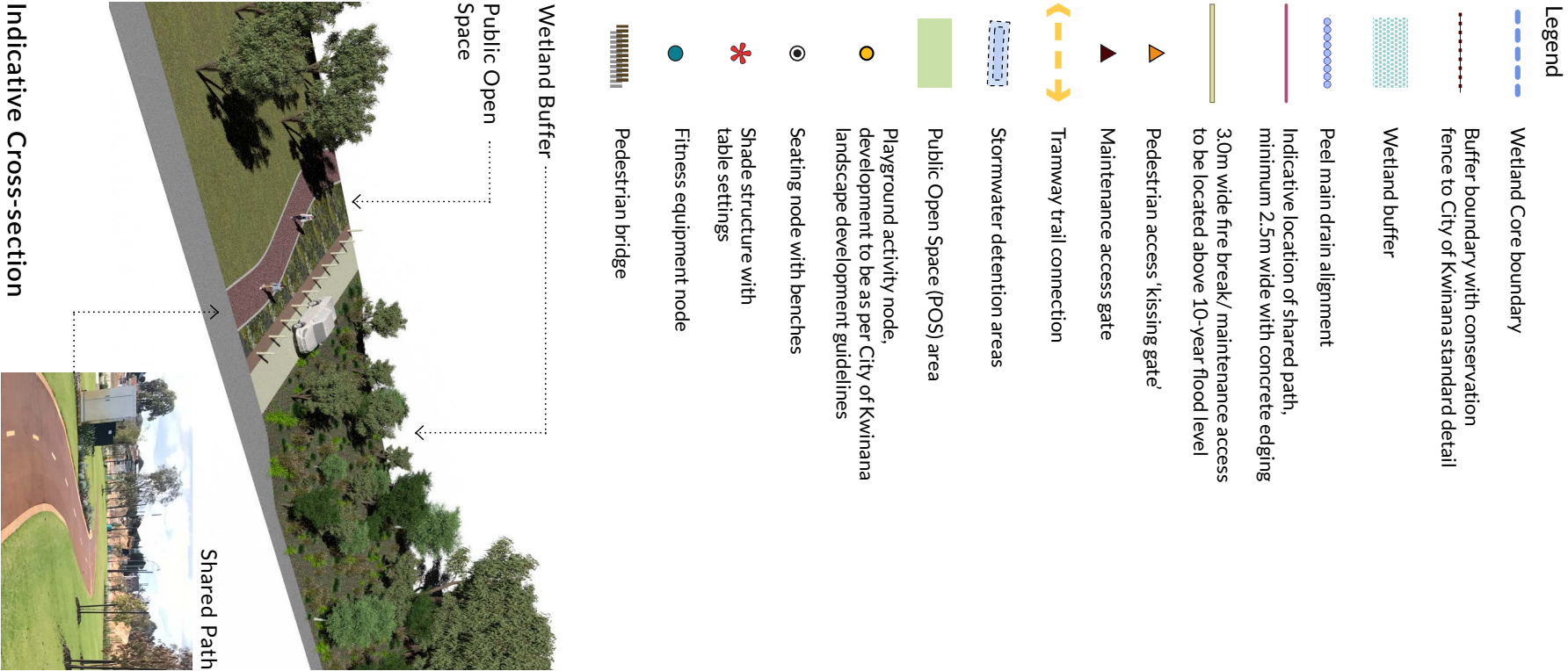
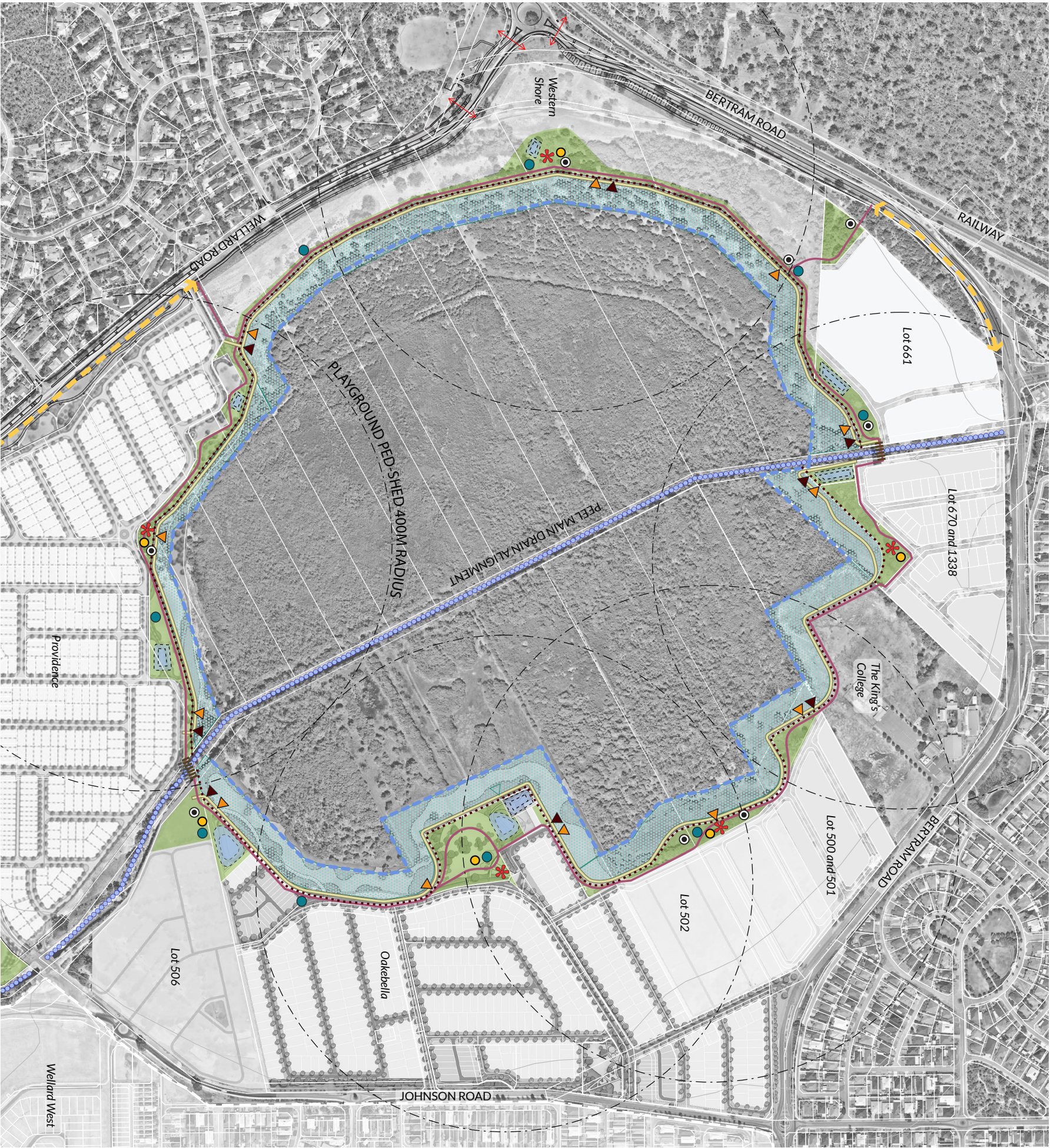
#### 3.5 Procedure for amending Local Planning Policy No. 3

- 3.5.1 This policy may be amended by the City of Kwinana in accordance with Clause 4 of Schedule 2 of the Planning and Development Regulations 2015.

Name of Policy	Local Planning Policy No. 3 – Bollard Bulrush Landscape Masterplan
Date of adoption and resolution No.	TBA

Review dates and resolution No.	Reviewed 17 February 2020
Legal authority	This is a Local Planning Policy prepared under Schedule 2 of the Planning and Development (Local Planning Schemes) Regulations 2015
Directorate	City Development and Sustainability
Department	Planning and Development
Related documents	City of Kwinana Local Planning Scheme No.2 and No.3 Planning and Development (Local Planning Schemes) Regulations 2015







**Appendix B: Summary of Submissions on draft LPP3: Bollard Bulrush Landscape Masterplan**

Submitter	Submission Details	Notes
Wetlands Conservation Society Inc	<p>We are pleased to see that the City of Kwinana also regards it as an important environmental asset and is taking steps to protect and enhance it.</p> <p>We were not supportive of some of the urban development on the eastern side of the swamp as it intrudes into the ecological buffer zone. However, given what has been approved for development, we are pleased to see that you are proposing to move the dual use path and the firebreaks outside the buffer zone and to fence the buffer zone. This is important to prevent vehicles and mountain bikes from invading the wetland. Control of dogs within the wetland is also important.</p> <p>The proposed buffer zone is minimal and should not be compromised by any forms of infrastructure.</p> <p>We strongly support your requirements for developers to produce a wetland management plan and similar plans for wildlife and landscape protection.</p> <p>These plans should address important issues such as dieback protection, feral animal control and weed invasion.</p> <p>Interpretive signage to educate the public about the ecological values of the wetland and its indigenous history should be part of these plans.</p> <p>In general, we support these amendments and congratulate the City on its efforts to protect and enhance this important wetland.</p>	<p>Support for the policy is noted.</p> <p>Please note that the policy requires that the firebreak should be on the buffer periphery and this will not always be outside of the buffer.</p> <p>Recreational activities are and will continue to be permitted inside the wetland including cycling and dog walking.</p>
Water Corporation	<p>The Peel Main Drain traverses the subject area. It appears that there are some crossings over the Peel Main Drain proposed. Before any works are planned near or over the Peel Main Drain the Water Corporation needs to be contacted for approval.</p> <p>The Water Corporation also needs to be made aware of any proposal that will, or has the potential to impact on our ability for the Water Corporation to access and maintain the Peel Main Drain.</p>	<p>It is noted that any drainage or wastewater works proposed within the masterplan area will be subject to approval from Water Corporation.</p>

Submitter	Submission Details	Notes				
	Other water and wastewater infrastructure (including Wastewater Pump Stations) that could also be affected by works proposed within the Masterplan are also subject to Water Corporation approval and they should be contacted regarding any of the proposed works at an early stage before any designs are considered.					
TBB Planning Consultants	<p>Our bushfire consultant at Oakebella has made us aware of what they see as a contradiction in the policy. Can you please clarify the below inconsistencies highlighted yellow in reference to the management of POS/wetland buffer. This is confusing as the statements contradict one another – the first is stating that no cleared or low threat managed areas (i.e. bushfire mitigation) can be located within the buffer, which insinuates full revegetation of the buffer and worst-case BAL impact. The second states the opposite with the City committing to the management of low threat areas within the buffer. The ability to maintain low threat vegetation within the buffer is essential to maintain reasonable BAL ratings at Oakebella Estate, so we are somewhat concerned by the below.</p> <table><tr><td>Section 5: Policy Statement Clause 5.2.3</td><td>current practice and has been included for completeness. Amended wording to ensure bushfire mitigation measures and drainage infrastructure are not located within the Wetland Buffer in accordance with Guideline for the Determination of Wetland Buffer Requirements (WAPC, 2005).</td></tr><tr><td>Section 5.3 Subdivision approval</td><td>Inclusion of the following environmental conditions to be</td></tr></table> <p><b>ASSET MANAGEMENT IMPLICATIONS</b></p> <p>The City will be responsible for:</p> <ul style="list-style-type: none"><li>(a) Maintaining POS and possibly that part of the 50-metre wetland buffer abutting Bollard Bulrush Wetlands situated within the Structure Plan.</li><li>(b) Managing bushfire fuel loads in POS and the wetland buffer in accordance with the requirements for low threat vegetation listed in Australian Standard AS3945.</li></ul>	Section 5: Policy Statement Clause 5.2.3	current practice and has been included for completeness. Amended wording to ensure bushfire mitigation measures and drainage infrastructure are not located within the Wetland Buffer in accordance with Guideline for the Determination of Wetland Buffer Requirements (WAPC, 2005).	Section 5.3 Subdivision approval	Inclusion of the following environmental conditions to be	Officers have contacted the submitter to clarify that the draft policy seeks to ensure that no bushfire mitigation measures occurs in the wetland buffer. The Asset Management Implications detailed in the submission has been taken from the Council Report seeking approval to advertise dated 9th March 2022. The detail regarding the city managing bushfire fuel loads in POS and the wetland buffer was included in error and is incorrect.
Section 5: Policy Statement Clause 5.2.3	current practice and has been included for completeness. Amended wording to ensure bushfire mitigation measures and drainage infrastructure are not located within the Wetland Buffer in accordance with Guideline for the Determination of Wetland Buffer Requirements (WAPC, 2005).					
Section 5.3 Subdivision approval	Inclusion of the following environmental conditions to be					

## **17.2 FINALISATION OF TRANSFER OF KWINANA BEACH ROAD TO MAIN ROADS WESTERN AUSTRALIA - PROPOSED PROCLAMATION**

### **SUMMARY**

At the April 2019 Ordinary Council Meeting, the Council resolved to support, in principle, an agreement to transfer responsibility for Kwinana Beach Road to Main Roads. Similarly, the City of Rockingham has provided in-principal support to transfer Rockingham Beach Road, between the City of Kwinana boundary, and the CHB grain terminal, to Main Roads. On the basis of this in-principal support, Main Roads took over the management responsibility for the road, and has undertaken a significant upgrade to the road. Officially, the road was transferred to Main Roads on 1 January 2020. However, to finalise the legal process of the transfer, Main Roads need to complete a process of having the Minister for Transport proclaim the road as a Main Road.

In order to complete the proclamation process, the Commissioner of Main Roads requires the Council to endorse the drawings showing the section of road to be proclaimed. A copy of the drawing is included at Attachment A, along with the cover letter from Main Roads.

It is recommended that Council endorse the proclamation drawings.

### **OFFICER RECOMMENDATION**

**That Council confirm agreement to the formal transfer of responsibility of Kwinana Beach Road to Main Roads Western Australia, and accordingly endorse the drawing of the proposed proclamation as included at Attachment A.**

### **VOTING REQUIREMENT**

Simple majority.

### **DISCUSSION**

Kwinana Beach Road was classified as a District Distributer B road, under the care, control and management of the City of Kwinana. The volume of heavy traffic along Kwinana Beach Road steadily increased over a number of years, due to the establishment of new developments and the expansion of some of the existing industrial developments in the area. In addition to the growing volume of heavy traffic, there was a desire from local industry to operate concessional loads on the road, which has a significant impact on the life of the road pavement, with a trial of concessional loads resulting in rapid fatigue cracking of the road surface. (Note – concessional loads are heavy vehicles operating over legal weight under a permit. Concessional loading results in a significant cost saving to the transport task, at the cost of a reduced pavement life of the road, which is a cost borne by the road authority unless there is compensation by the transport operator or customer). Due to the City raising concerns regarding the impact of growing heavy vehicle volumes and weights (in particular concessional loads), and the capacity for the ratepayers of Kwinana to meet the cost of the rapid pavement deterioration, an agreement was reached with Main Roads to transfer responsibility of the road. The benefit to Main Roads is the ability to allow concessional loads on the road without restriction, which is something the City did not support without compensation for the extra damage to the road.

As noted above, the City resolved to transfer responsibility for Kwinana Beach Road to Main Roads, in April 2019. This resolution was consistent with a Council resolution of February 2011, which requested the road be transferred to Main Roads at that time. These resolutions recognised the cost to maintain a road that was of State significance, but under the management of a local authority. Main Roads took over the road on 1 January 2020. The current request from Main Roads will allow the legal process of handing the road over to be finalised. Although not required by the legislation, the Commissioner of Main Roads has requested that the Council endorse the proclamation plan, prior to finalisation. Accordingly, it is recommended that Council endorse the proclamation plan, as included at Attachment A.

## 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	3.1.4 – Implement the Asset Management Strategy  3.1.6 – Implement the Long Term Financial Plan	Increase renewal ratio through reduction in depreciation.
	3.2 – Provide for an accessible and well connected City by integrating public transport and improving safe streets for driving, walking and cycling	3.2.2 – Implement the Roads and Transport Asset Management Plan	Reduce overall length of road under Council management, allowing increased investment in other roads and an improvement in renewal ratio.
	3.3 – Maintain infrastructure, playgrounds, parks and reserves to a high standard through sustainable asset maintenance and renewal	3.3.3 – Implement the Drainage Asset Management Plan	Reduce overall quantum of drainage infrastructure under Council management, allowing increased investment in other roads and an improvement in renewal ratio.
5 – Visionary leadership dedicated to acting for its community	5.1 – Model accountable and ethical governance, strengthening trust with the community	5.1.2 – Implement the Long Term Financial Plan  5.1.3 – Implement the Infrastructure Strategy	Increase renewal ratio through reduction in depreciation.

## **SOCIAL IMPLICATIONS**

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

## **LEGAL/POLICY IMPLICATIONS**

Under section 13 of the *Main Roads Act 1930*, the Commissioner of Main Roads makes a recommendation to the Minister for Transport to request the Governor to proclaim a road as a Main Roads. The local government is responsible for all roads under section 55(2) of the *Land Administration Act 1997*, other than those roads proclaimed as Main Roads under s13 of the *Main Roads Act 1930*.

## **FINANCIAL/BUDGET IMPLICATIONS**

The equivalent annual cost of resurfacing Kwinana Beach Road is estimated to be more than \$150,000, depending on resurface frequency (determined by fatigue resulting from heavy vehicle use). In addition to the cost of resurfacing, road renewals include the rehabilitation and strengthening of the road pavement.

There are no financial implications or cost to the City resulting from the road ownership transfer process. However, the City of Kwinana will retain responsibility for the maintenance of the road verge, car parking bays within the road reservation, and the operating cost of street lighting.

## **ASSET MANAGEMENT IMPLICATIONS**

Nil as a result of this decision.

At the time of agreeing to transfer the road to the responsibility of Main Roads, the asset replacement value of the Kwinana Beach Road pavement, kerbing and drainage was around \$3.5M.

## **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. Proclamation of Kwinana Beach Road between Patterson Road and Rockingham Road  
- Length Approximately 2km [↓](#)





mainroads  
WESTERN AUSTRALIA

Enquiries: Nicole Coaker on (08) 9323 6370

Our Ref: (D22#603869) 11/2202

Your Ref: N/A

15 July 2022

Mr Wayne Jack  
Chief Executive Officer  
City of Kwinana  
PO Box 21  
Kwinana, WA 6966

Dear Mr Jack,

**Proclamation of Kwinana Beach Road between Patterson Road and Rockingham Beach Road (length approximately 2km)**

Following the transfer of Kwinana Beach Road (between Patterson Road and Rockingham Beach Road - length approximately 2km) from the City of Kwinana to Main Roads, Main Road is now required to proclaim the road.

Transfer was finalised 1 January 2020 as per endorsed letter dated 28 October 2019, attached for your information.

In accordance with Section 13 of the Main Roads Act, the Commissioner of Main Roads intends to make a recommendation to the Hon. Minister of Transport to proclaim the roads as shown on drawings; 202021-0001-00 and 202021-0002-00 (enclosed).

Before making the recommendation to the Minister, the Commissioner requires endorsement by Council of the enclosed proclamation drawings. Subject to Council's agreement, please endorse the drawings with details of the Council's resolution number and date of meeting in support of the proposal including the CEO's signature.

Please note endorsement without council resolution is acceptable provided the CEO has the adequate delegated authority.

Two **original** proclamation plans have been provided for endorsement. **Please return one set of the original signed drawings** and retain the other set for the Council's interim records, pending formal proclamation. Following proclamation, a copy of the final drawings showing gazettal details will be forwarded for your records.

In the event that Council does not support the changes, Section 13A (2) of the Main Roads Act makes the provision for Council to lodge an objection with the Commissioner of Main Roads. Any objection to the proclamation is required to be lodged with Main Roads by 23 September 2022.

Any enquiries relating to management of the road and delineation of responsibility between Main Roads and your Council are to be directed to the Asset Manager, Metropolitan Region on (08) 9323 4662.

Main Roads Western Australia  
Don Aitken Centre, Waterloo Crescent, East Perth WA 6004  
PO Box 6202, East Perth WA 6892

mainroads.wa.gov.au  
enquiries@mainroads.wa.gov.au  
138 138



Should you require any further information regarding this proclamation action, please do not hesitate to contact Nicole Coaker on 9323 6370 or Joanne Cammack on 9323 4743.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Doug Morgan'.

Doug Morgan  
EXECUTIVE DIRECTOR  
**PLANNING AND TECHNICAL SERVICES**

Encl: Main Roads proclamation plans numbered; 202021-0001-00 and 202021-0002-00.  
Copy of endorsed letter D19#1077339.



Enquiries: Peter Sewell on 9323 4656  
Our Ref: 11/2202 (D19#901849)

28 October 2019

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

Dear Joanne

#### TRANSFER OF RESPONSIBILITY FOR KWINANA BEACH ROAD

In our letters dated 11 June 2019 and 21 August 2019, Main Roads advised of a delay of transfer of ownership of Kwinana Beach Road until early 2020, following a revision of the earlier transfer date of 1 July 2019.

I can now advise that Main Roads will take over full responsibility for:

- Kwinana Beach Road between Patterson Road and Rockingham Beach Road (length approximately 2km) from the City of Kwinana; and
- Rockingham Beach Road between Kwinana Beach Road and the CBH Grain Terminal (length approximately 1km) from the City of Rockingham,

effective from **Wednesday 1 January 2020**.

In order to complete the transfer, I seek your written agreement to the proposal.

Formal proclamation of Kwinana Beach Road as a State Road will take some months to complete and there will be further correspondence with your Council and the City of Rockingham in this regard. If you require any further information regarding the proclamation process, please contact Road Classification Manager, Ron Tolliday on 9323 4473 or Network Development Officer Joanne Cammack on 9323 4718.

In the meantime, if you have any questions regarding the practicalities of arrangements for the handover of road management responsibilities, please contact Asset Manager, Craig Peek on 9323 4662.

Yours sincerely

Agreed

Des Snook

EXECUTIVE DIRECTOR  
METROPOLITAN AND  
SOUTHERN REGIONS

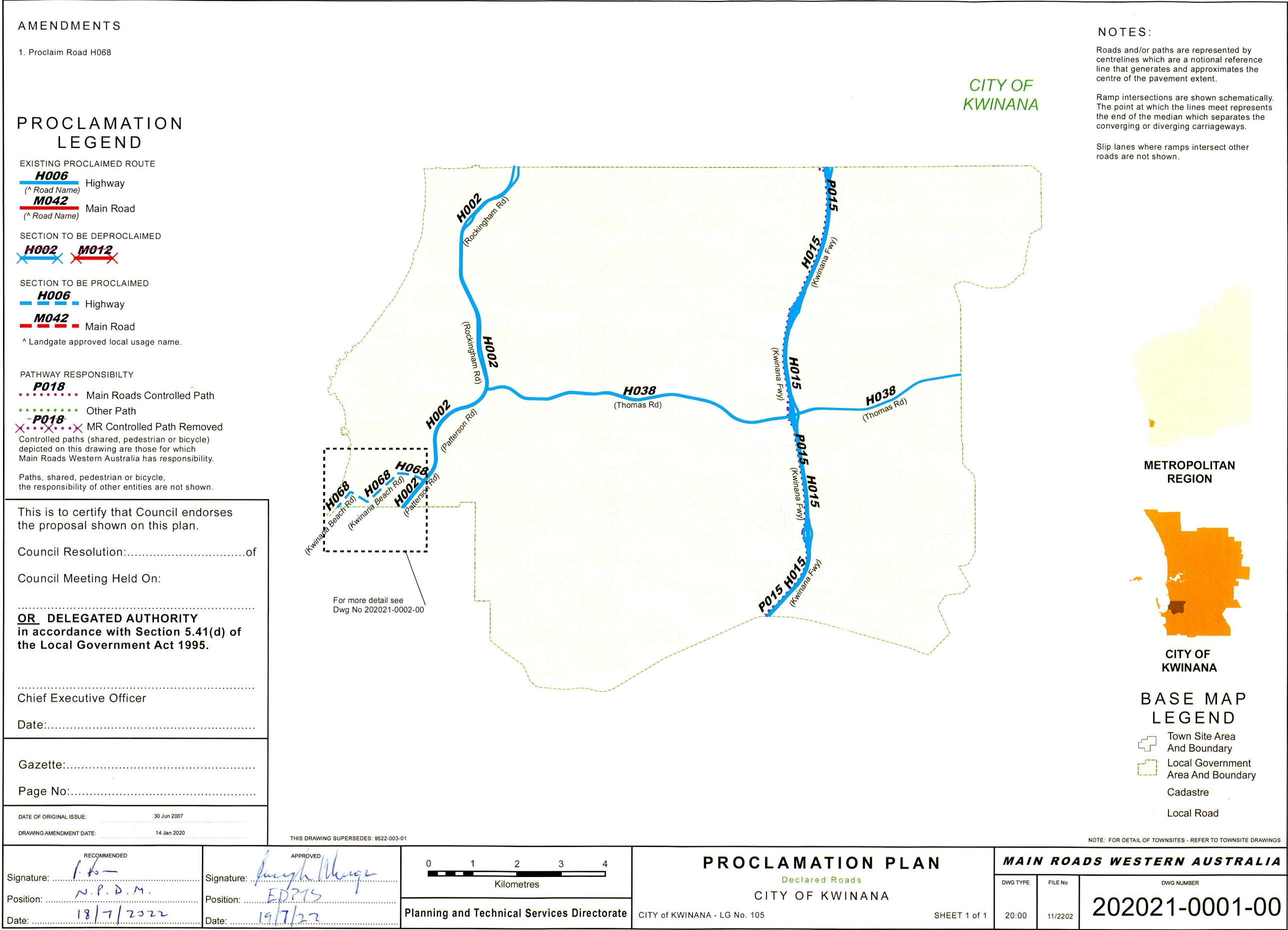
Graeme Mackenzie  
~~Joanne Abbiss~~

CHIEF EXECUTIVE OFFICER  
CITY OF KWINANA

Main Roads Western Australia  
Don Aitken Centre, Waterloo Crescent, East Perth WA 6004  
PO Box 6202, East Perth WA 6892

mainroads.wa.gov.au  
enquiries@mainroads.wa.gov.au  
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1. Proclaim Road H068

EXISTING PROCLAIMED ROUTE

SECTION TO BE DEPROCLAIMED

SECTION TO BE PROCLAIMED

<sup>a</sup> Landgate approved local usage name.

## PATHWAY RESPONSIBILITY

Paths, shared, pedestrian or bicycle,  
the responsibility of other entities are not shown.

Council Meeting Held On:

Date:.....

Gazette:.....

Page No:.....

DATE OF ORIGINAL ISSUE: 30 Jun 2007

DRAWING AMENDMENT DATE: 14 Jan 2020

THIS DRAWING SUPERSEDES: 9522-003-01

Slip lanes where ramps intersect other roads are not shown.

The map illustrates the proposed road network in the Kwinana area. Key roads shown include:




- H002** (Rockingham Rd) running north-south.
- H038** (Thomas Rd) running east-west.
- H015** (Kwinana Fwy) running north-south.
- H068** (Kwinana Beach Rd) running north-south.

A dashed box highlights a specific area near the intersection of H068 and H002, with a note: "For more detail see Dwg No 202021-0002-00".

For more detail see  
Dwg No 202021-0002-00



## BASE MAP LEGEND

 Town Site Area  
And Boundary  
 Local Government  
Area And Boundary  
 Cadastre  
 Local Road

NOTE: FOR DETAIL OF TOWNSITES - REFER TO TOWNSITE DRAWINGS

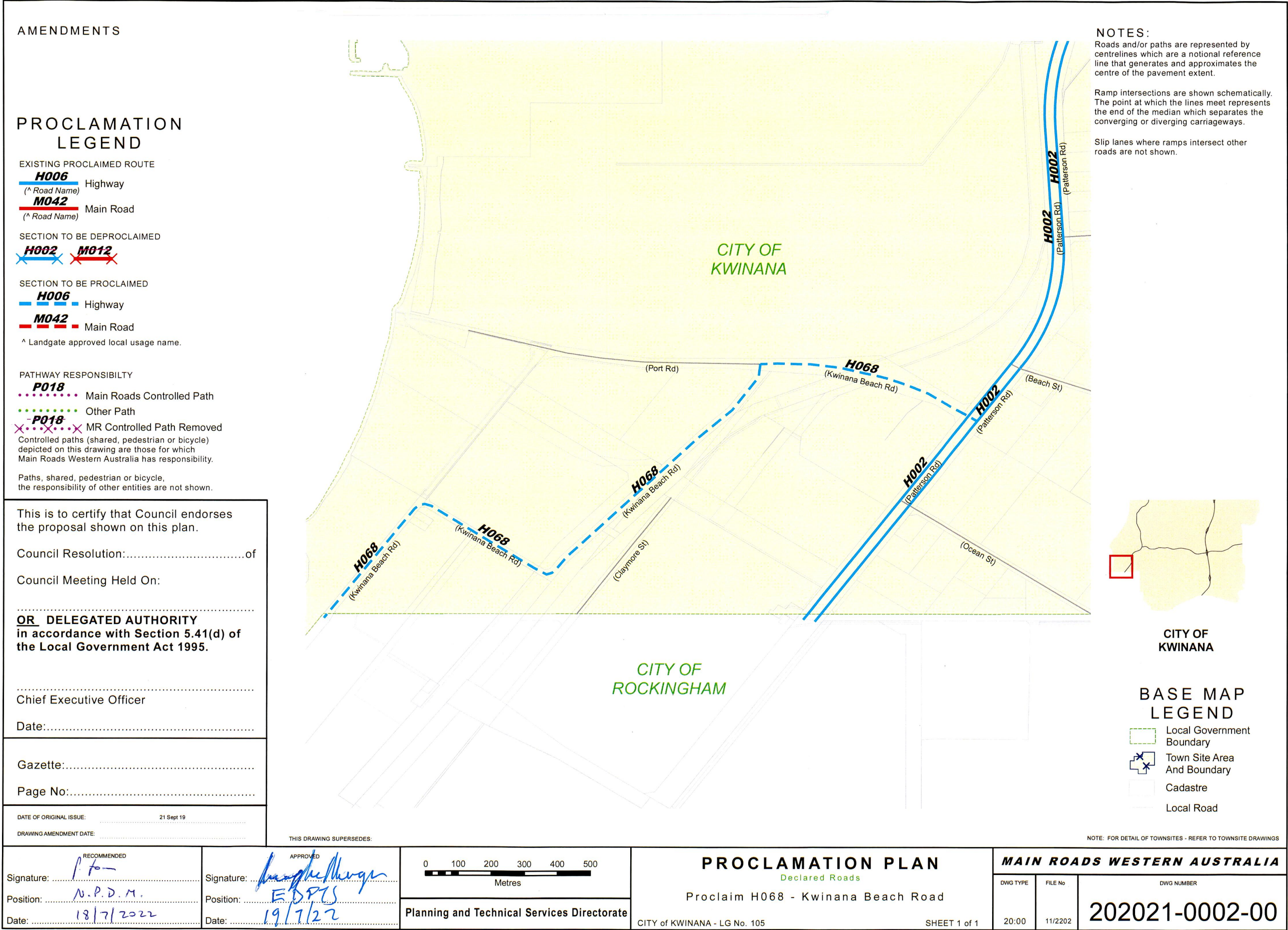
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**Planning and Technical Services Directorate**

SHEET 1 of 1

DWG TYPE	FILE No	DWG NUMBER
20:00	11/2202	202021-0001-00





**17.3 DA10315 - JDAP - PROPOSED CHILD CARE CENTRE - LOT 9507 BERTHOLD STREET, ORELIA****SUMMARY**

The City of Kwinana has received an application for a Child Care Centre at Lot 9507 Berthold Street (corner of Gilmore Avenue and Berthold Street), Orelia. (see Attachment 2 - Development Plans of the Responsible Authority Report (Attachment B)). The application has been assessed against relevant planning legislation and is not considered to meet the requirements of the City's Local Planning Scheme No.2 (LPS2) and associated planning framework.

As the estimated cost of this development is in excess of \$2 million (estimated \$2.1 million), the applicant has opted to pursue this application through the Joint Development Assessment Panel (JDAP). The application is therefore required to be referred to the Metro Outer JDAP for determination. City Officers have prepared the attached Responsible Authority Report (RAR) in accordance with the *Planning and Development (Development Assessment Panels) Regulations 2011*. The RAR and associated attachments are attached for Council's consideration and adoption – see Attachments A and B.

**OFFICER RECOMMENDATION****That Council:**

**That Council refuse the development application for a Child Care Centre at Lot 9507 Berthold Street, Orelia as per the recommendation outlined in the Responsible Authority Report (Attachments A and B) to the Metro Outer Joint Development Assessment Panel.**

**VOTING REQUIREMENT**

Simple majority

**DISCUSSION**

The subject application is for a Child Care Centre on a portion of Lot 9507 Berthold Street, Orelia. The proposed Child Care Centre is located on a portion of the subject lot directly to the west of the Gilmore College (see the location plan in Attachment B).

The proposed building will include various rooms associated with a child care function including activity rooms, cot rooms and prep rooms. There is the inclusion of a staff room, administration area and WC facilities at ground level.

The following information has been provided as part of the application:

- 17 staff have been listed to be employed at the premise.
- 89 children are expected to attend the premise at any given time.
- 17 onsite parking bays, including a turning bay and a disability access bay.
- Access to the site is being proposed from Berthold Street
- A bin storage area is included to the eastern end of the site, with waste being collected from Berthold Street via a bin collection area.
- Landscaping to specific areas.
- Visually permeable fencing has been proposed to the street frontages and solid boundary fencing to all other areas.



The key planning matters in relation to the proposed Child Care Centre are as follows:

- Land Use and Permissibility
- Local Planning Framework
- Built Form and Design
- Parking and Traffic
- Landscaping
- Noise

Further discussion in relation to each of the above matters can be found under the heading 'Planning Assessment' in the attached RAR (Attachment A). The proposal was the subject of an Elected Member Briefing (EMB) session held on the 27 June 2022.

As discussed in the RAR, City Officers are of the view that the current proposed 'Child Care Centre' development does not satisfy the requirements and intent of the "Gateway" element of the applicable Local Development Plan, for built form to:

- a. be a minimum of two-storeys high; and,
- b. achieve visual surveillance of the surrounding public streets through openings to habitable rooms and/or active street-level frontages.

Secondly, the application does not demonstrate adequate onsite parking to meet the parking demand and volume of traffic estimated to be generated by the proposed development. This onsite parking shortfall is likely to introduce street parking into Berthold Street and Boston Loop in conflict with reasonable community expectations of residential amenity for the area.

Finally, City Officers take the view that the application does not demonstrate that the operation of the proposed 'Child Care Centre' will be adequately managed so that noise generated by the development will not prejudice the reasonable community expectations of residential amenity for the area.

As the estimated development cost exceeds \$2 million (estimated \$2.12 million) and the applicant has opted to have the application determined by the JDAP, the application is required to be referred to the JDAP for determination. The application is expected to be considered by the JDAP at a meeting to be held by late August 2022. The City is required to submit the RAR to the DAP Secretariat on 12 August 2022.

The application has been referred to Council prior to submitting the RAR to the JDAP for determination, as City Officers do not have delegation to prepare the RAR under the *Planning and Development (Development Assessment Panel) Regulations 2015*. In the event that Council wishes to modify or make an alternative recommendation to that contained within the RAR, this will form a separate recommendation to that of Officers in the RAR for the JDAP's consideration.

### Draft Local Planning Strategy

The following Strategic Direction relates to this development application;

Promote activity centres as key nodes for shopping, entertainment, community facilities and where appropriate business services, social services, health services and housing diversity.

The related Strategic Action is to;

Prepare precinct structure plans for the City Centre, district and neighbourhood centres to activate and enhance the viability of these centres by:

- providing diverse, high quality housing types within walkable catchments of the City Centre, District and Neighbourhood Centres;
- optimising accessibility to and around each activity centre via cycle routes and walking paths; and
- facilitating an appropriate mix of land uses within activity centres

## 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?
1 – A naturally beautiful environment that is enhanced and protected	1.1 – Retain and improve our streetscapes and open spaces, preserving the trees and greenery that makes Kwinana unique	N/A – There is no specific action in the CBP, yet this report will help achieve the indicated outcomes and strategic objectives	The design of the proposed Child Care Centre and associated landscaping seeks to provide for enhanced streetscapes, however falls short in meeting the design requirements for this important gateway site.
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	The proposed Child Care Centre provides a service in the area that seeks to improve the wellbeing of the community
4 – A unique, vibrant and healthy City that is safe, connected and socially diverse	4.4 – Develop wellbeing programs and implement physical recreation that is culturally appropriate for Kwinana's community	N/A – There is no specific action in the CBP, yet this report will help achieve the indicated outcomes and strategic objectives	The proposed Child Care Centre is seeking to contribute to the character of the area, but fails to adequately address design outcomes sought for the site and raises amenity concerns. The location whilst highly visible presents access constraints

## 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?
6 – Vibrant and Celebrated	6.0 – Vibrancy and creativity thrive and our unique identity and achievements are celebrated	6.5 – Facilitate community art projects in public spaces  6.6 – Provide opportunities to establish a thriving creative economy	The proposed development also triggers the requirement for public art which will benefit the local community.  The proposed Child Care Centre will assist the local community in providing employment opportunities.

## LEGAL/POLICY IMPLICATIONS

For the purpose of Councillors considering a financial or impartiality interest only, the proponent is Rowe Group and the land owner is Golden Gateway Developments Pty Ltd (Niche Living) the operator of the future child care has been identified as Carmel Group Pty.

### Legislation

*Planning and Development Act 2005*

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

*Planning and Development (Development Assessment Panels) Regulations 2015*

*Metropolitan Region Scheme*

City of Kwinana Local Planning Scheme No.2

### State Planning Policies

State Planning Policy 7.0 – Design of the Built Environment

### Local Development Plans

Lot 503 Berthold Street, Orelia

### Local Policies

Local Planning Policy No. 5 - Development Contribution towards Public Art

Local Planning Policy No. 9 - Advertising Signs

**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**

The application was advertised to land owners and occupiers within 120 metres of the site for a period of 21 days. No submissions were received.

**ATTACHMENTS**

- A. DA10315 - Responsible Authority Report - Proposed Child Care Centre - Lot 9507 Berthold Street, Orelia [↓](#)
- B. DA10315 - Attachments to RAR - Child Care Centre - Lot 9507 Berthold Street, Orelia [↓](#)

## BERTHOLD STREET, LOT 9507 ORELIA – PROPOSED CHILD CARE CENTRE

### Form 1 – Responsible Authority Report (Regulation 12)

<b>DAP Name:</b>	Metro Outer	
<b>Local Government Area:</b>	City of Kwinana	
<b>Applicant:</b>	Rowe Group	
<b>Owner:</b>	Golden Gateway Developments Pty Ltd	
<b>Value of Development:</b>	\$2.1 million <input type="checkbox"/> Mandatory (Regulation 5) <input checked="" type="checkbox"/> Opt In (Regulation 6)	
<b>Responsible Authority:</b>	City of Kwinana	
<b>Authorising Officer:</b>	Manager Planning and Development	
<b>LG Reference:</b>	DA10315	
<b>DAP File No:</b>	DAP/22/02220	
<b>Application Received Date:</b>	2 May 2022	
<b>Report Due Date:</b>	12 August 2022	
<b>Application Statutory Process Timeframe:</b>	90 Days	
<b>Attachment(s):</b>	1. Locality Plan 2. Development Plans 3. Applicant's justification and amended information a. 18 May 2022 b. 2 June 2022 c. 13 July 2022 4. Approved Local Development Plan 5. Transport Impact Statement 6. Waste management Plan 7. Environmental Acoustic Assessment a. Amended Acoustic Assessment b. Applicant's response to City 8. Landscaping Plan 9. Design Review 10. Previous JDAP approval 11. Council Minutes	
<b>Is the Responsible Authority Recommendation the same as the Officer Recommendation?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> N/A	Complete Responsible Authority Recommendation section (TBC)
	<input type="checkbox"/> No	Complete Responsible Authority and Officer Recommendation sections (TBC)

### Responsible Authority Recommendation

That the Metro Outer JDAP resolves to:

1. **Refuse** DAP Application reference DAP/22/02220 and accompanying plans (Drawing No: A-020 (Issue D) - Site Analysis Plan, Drawing No: A-021 (Issue F) - Site Plan, Drawing No: A-022 (Issue F) – Ground Floor Plan, Drawing No: A-201 (Issue E) – External Elevation, Drawing No: A-202 (Issue E) – External Elevation) in accordance with Clause 68 of Schedule 2 (Deemed Provisions) of the *Planning and Development (Local Planning Schemes) Regulations 2015*.

### Reasons:

1. The proposed 'Child Care Centre' development does not satisfy the requirements and intent of the "Gateway" element of the applicable Local Development Plan, for built form to:
  - a. be a minimum of two-storeys high; and,
  - b. achieve visual surveillance of the surrounding public streets through openings to habitable rooms and/or active street-level frontages.
2. The application does not demonstrate adequate onsite parking to meet the parking demand and volume of traffic estimated to be generated by the proposed development. This onsite parking shortfall is likely to introduce street parking into Berthold Street and Boston Loop in conflict with reasonable community expectations of residential amenity for the area.
3. The application does not demonstrate that the operation of the proposed 'Child Care Centre' will be adequately managed so that noise generated by the development will not prejudice the reasonable community expectations of residential amenity for the area.
4. The application does not demonstrate that the development is able to achieve an acceptable pedestrian and landscaping outcome in accordance with the design principles of the State Planning Policy 7.0 Design of the Built Environment.

### Reasons for Responsible Authority Recommendation:

Complete this section where the Council resolution differs from the Officer Recommendation and provide the reasons as shown in the Council minutes here. The Officer Recommendation section below, including reasons, will also need to be completed.

Include a brief summary of key issues and provide clear and succinct reason/s for the recommendation. If the recommendation is for a refusal, this section may be used to emphasise the reasons in the recommendation if required.

### Details: outline of development application

Region Scheme	Metropolitan Region Scheme
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Region Scheme - Zone/Reserve	Urban
Local Planning Scheme	Local Planning Scheme No.2
Local Planning Scheme - Zone/Reserve	Development
Structure Plan/Precinct Plan	N/A - Land use permissibility is indicated in the Local Development Plan (formerly Detailed Area Plan) for Lot 503 (No.2) Berthold Street, Orelia (herein referred to as the 'Gateway LDP')
Structure Plan/Precinct Plan - Land Use Designation	N/A
Use Class and permissibility:	'Child Care Centre' - P use under the Gateway LDP
Lot Size:	Lot 9507 - 1950m <sup>2</sup>
Existing Land Use:	Vacant Land
State Heritage Register	No
Local Heritage	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Heritage List <input type="checkbox"/> Heritage Area
Design Review	<input type="checkbox"/> N/A <input type="checkbox"/> Local Design Review Panel <input type="checkbox"/> State Design Review Panel <input checked="" type="checkbox"/> Other - independent Architect Design Review
Bushfire Prone Area	No
Swan River Trust Area	No

**Proposal:**

The application is for the use and development of a 'Child Care Centre' on Lot 9507 Berthold Street, Orelia, which is a 1950m<sup>2</sup> vacant site zoned 'Development' under the City of Kwinana Local Planning Scheme No.2 (LPS2).

The proposal consists of a single-storey building of 588m<sup>2</sup> in size. The building will comprise various rooms associated with a child care function, including activity rooms, cot and prep rooms, administration area, staff room and WC facilities. The proposal includes approx. 573m<sup>2</sup> of play areas divided into 3 spaces.

A maximum of 17 staff and 89 children are expected on the premises at any one time.

The application proposes 21 onsite parking bays, inclusive of a disabled access bay. A shared/reserve bay is to remain unoccupied to allow for reversing. Vehicular and pedestrian access to the site is proposed on the eastern boundary via Berthold Street.

The application includes an onsite bin storage area to the north of the site's carpark, with waste to be collected from Berthold Street to the east via an on-street bin collection area. Landscaping is proposed in front of the carpark and the play areas, between the development and Berthold Street frontages.

Colorbond fencing is proposed along the southern boundary of the site abutting Boston Loop. Other boundaries are proposed to be visually permeable garrison style fencing.

Proposed Land Use	Child Care Centre
Proposed Net Lettable Area	588m <sup>2</sup>
Proposed No. Storeys	1
Proposed No. Dwellings	N/A

### **Background:**

#### Site Context

The subject Lot 9507 is zoned Urban under the Metropolitan Region Scheme (MRS), and 'Development' under the City of Kwinana Local Planning Scheme No.2 (LPS2).

The Lot is bound by Berthold Street on its north and east boundaries, and Gilmore Avenue on the west. Gilmore Avenue is a Category 2 Other Regional Road reserve under the MRS, and includes a wide vegetated verge with a shared path.

The Lot is bound to the south by a common property accessway (Boston Loop) and a pedestrian accessway forming part of an existing survey-strata residential subdivision.

Lot 9507 is currently vacant and has a slope of approximately 3.3m running from the west (highest point) to the east (lowest point). The site is highly visible to passing traffic on Gilmore Avenue, particularly southbound traffic.

Existing surrounding development consists of the Gilmore College public high school to the north-east, and a future townhouse development previously approved by the JDAP to the south on Boston Loop (see Previous Applications below).

#### Site History (planning framework)

Following redevelopment of Gilmore College around 2010/12, the Department of Education, in conjunction with Landcorp (now DevelopmentWA) facilitated the rezoning of the subject site from Public Purposes to Urban under the MRS, and the 'Development' zone under LPS2. Shortly thereafter, the City initiated and adopted a Scheme Amendment and a Local Structure Plan (LSP) to guide development of the site and incorporate the guidelines of the then Kwinana Town Centre Master Plan 2007, including specific land use and development and built form objectives.

The WAPC considered both the Scheme Amendment and LSP and took the view that together the documents were too prescriptive given the size of the site. The Amendment and LSP were subsequently not pursued against the recommendation of City Officers, who preferred the greater statutory weight and authority that the Amendment in particular would have provided for land uses and development control. In July 2015, on advice from the WAPC, Council subsequently adopted a Local Development Plan (formerly Detailed Area Plan) for Lot 503 Berthold Street, Orelia, (hereafter referred to as the LDP) to introduce provisions to control land use and guide development on the site.

Part of the vision for the site was for a mix of land use with built form being consolidated into multi-storey buildings, with space provided around these buildings for access, parking, servicing and landscaping. Built form was sought around the edges of the site with potential for shared use internally.

The City developed the Town Centre Master Plan and Design Guidelines in 2007 to guide the development of the Kwinana City Centre. The Master Plan identifies the subject site as future development potential, promoting land uses that are compatible with both the adjacent Education Precinct and consistent with the context of the broader City Centre location. In December 2019, Council adopted the Kwinana City Centre Master Plan Vision (CCMPV). Given that substantial development has progressed within the Kwinana City Centre since 2007, this more contemporary master planning document was adopted to guide future development of the City Centre and be the first step in updating the 2007 Kwinana Town Centre Master Plan and Design Guidelines. It should be noted that the CCMPV no longer incorporates the subject site with the emphasis being on consolidation of the City Centre. The CCMPV is therefore not applicable to the development.

#### Previous Applications

Below is a summary of the approved development on the subject site (Lot 9507) and surrounding land:

1. At its meeting on 8 November 2017, the Joint Development Assessment Panel (JDAP) granted conditional approval for 47 Multiple Dwellings and 52 Grouped Dwellings on the subject site.
2. On 23 March 2018, the WAPC approved a survey-strata subdivision to create 52 survey strata lots and areas of common property (including internal roads and open space areas). This subdivision application was for the majority of the development area and includes the nine lots that are subject of this application (refer to Attachment 18). It should be noted that a condition of subdivision was for all dwellings to be constructed in accordance with the Responsible Authority Development Approval (DAP/17/01215)
3. At its meeting on 4 April 2019, The JDAP granted conditional approval for an amendment to the original 8 November 2017 decision. The approved amendment included the replacement of 12 two-storey Multiple Dwellings with eight two-storey Grouped Dwellings. It should be noted that this amendment primarily impacted the south-east corner of the development site, with no change to the development approved on the subject site of Lot 9507.
4. In mid-2020 a second amendment to the JDAP application (Form 2) application was received to amend the 2017 DA for 47 Multiple Dwellings and 52 Grouped Dwellings at Lot 9005 (previously Lot 503) was granted approval by the JDAP. The row of dwellings facing Gillmore Avenue underwent design changes, increasing the size of the dwellings to 5 bedroom houses in lieu of 4 bedroom dwellings.

#### **Legislation and Policy:**

##### Legislation

*Planning and Development Act 2005*

Metropolitan Region Scheme

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

City of Kwinana Local Planning Scheme No.2

##### State Planning Policies

State Planning Policy 7.0 - Design of the Built Environment (SPP 7.0)

Structure Plans/Local Development Plans

Local Development Plan for Lot 503 (No.2) Berthold Street, Orelia (the 'Gateway LDP')

Local Policies

Local Planning Policy No.5 - Development Contribution towards Public Art

Local Planning Policy No.9 - Advertising Signs

**Consultation:**

Public Consultation

The application was advertised via letter to all residential landowners within a 130m radius of the site. The application was also referred to the Gilmore College high school, and South Metropolitan TAFE - Kwinana Automotive Technology Centre.

The application was advertised for 21 days between 9 May and 30 May 2022

No submissions were received.

Referrals/consultation with Government/Service Agencies

The site abuts Gilmore Avenue, which is a Category 2 Other Regional Road (ORR) reserve under the MRS. In accordance with the Instrument of Delegation DEL 2022/03, the application was not referred to the DPLH because it does not involve any of the relevant characteristics requiring referral, including that the proposed development does encroach upon the reserve or propose any access onto the reserve.

Design Review Panel Advice

In accordance with State Planning Policy 7.0 - Design of the Built Environment, the City engaged an independent architecture consultant, in lieu of a Design Review Panel, to undertake a design review of the proposed development. The design review is provided in Attachment 9 of this RAR, and is further discussed in the 'Planning Assessment' section under Built Form and Design.

The design review was undertaken on the initial development design as submitted. The main concerns raised in the design review related to:

- pedestrian access to the site and from external areas
- pedestrian legibility
- landscaping
- traffic circulation

Note that the design review did not assess the application against the objectives and provisions of the Gateway LDP, rather, only the design principles of SPP 7.0.

**Planning Assessment:**

The proposal has been assessed against all the relevant legislative requirements of LPS2 and State and Local Planning Policies as listed under the 'Legislation and Policy' section of this report.

The following matters have been identified as key considerations of the determination of this application.

#### Land Use and Permissibility

The proposal is for the use and development of a 'Child Care Centre' on the subject site. Pursuant to the provisions of LPS2, the proposed use is best classified as 'Child Care Centre', defined as: *"land and buildings used for the purpose of a Child Care Centre in accordance with the "Community Services Act 1972", a Day Care Centre in accordance with the Community services (Child Care) Regulations 1988 but does not include a Family Day Care Centre"*.

The land is zoned "Development" under the LPS2. There is no prescribed land use permissibility for the Development zone under LPS2. Rather, LPS2 states that all land uses and development within the Development zone are to be generally in accordance with an approved local structure plan prepared and adopted under LPS2. As noted in the Site History, the site is not subject to a structure plan.

In consideration of the statutory framework applicable to the development site, the previous JDAP determinations on the site considered the Lot 503 Berthold Street, Orelia LDP as the primary planning framework document.

The City's LDP includes planning controls, objectives, land use permissibility and development controls (heights, plot ratio, etc). In assessing the previous JDAP determinations on the site, the City considered the provisions of the LDP and gave due regard to the document.

Within Clause 5 of the LDP provisions, a Child Care Centre land use is considered a "P" permitted land use.

Inherently, an assessment is undertaken against the provisions of the LPS2 and Clause 67 of the Regulations. LPS2 states that all land uses and development within the Development zone are to be generally in accordance with an approved local structure plan prepared and adopted under LPS2. Furthermore, Clause 27(2) (b) of the Regulations allows development to be considered for approval in a development zone where no local structure plan has been approved where the following is satisfied:

- *the proposed development or subdivision does not conflict with the principles of orderly and proper planning; and*
- *the proposed development or subdivision would not prejudice the overall development potential of the area.*

The fact that an LDP has been approved for Lot 9507 provides sufficient comfort that development applications for the locality can be considered against an established planning framework and would not prejudice the overall orderly and proper planning for the locality or wider development potential for the area.

Notwithstanding this, the application itself would be assessed on its merits relative to the State Planning Policy, regulations and the intent and provision of the LPS2 and LDP for the site.

Matters to be considered

Clause 67 of Schedule 2 (Deemed Provisions) of the *Planning and Development (Local Planning Schemes) Regulations 2015* outlines 'matters to be considered' by the local government when considering an application. The following key matters relevant to this application are discussed below:

Provision	Assessment
<p>Clause 67 (b):</p> <p><i>the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the Planning and Development (Local Planning Schemes) Regulations 2015 or any other proposed planning instrument that the local government is seriously considering adopting or approving</i></p>	<p>As discussed later in this report, City Officers take the view that the application does not meet the objective and provisions of the LDP. In particular, the requirements for development in the Gateway Site. Further, City Officers have concerns about traffic and parking, noise impact as well as pedestrian access and landscaping.</p>
<p>Clause 67 (h):</p> <p><i>any structure plan or local development plan that relates to the development;</i></p>	<p>As above.</p>
<p>Clause 67 (m):</p> <p><i>the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development</i></p>	<p>The site previously had approval as part of an integrated residential development of particular scale and height. The application for a Child Care development seeks to retrospectively situate itself within the previous residential development approval which is in the process of being developed.</p> <p>As such, there is the need for this application to respond in a considered and sensitive way to minimise the impact on adjoining amenity and built form. City Officers remain concerned about the impact on immediately adjoining residential units and feel that parking/traffic management and noise will be problematic in the future.</p>
<p>Clause 67 (n)</p>	<p>The proposal can be considered to have a positive social impact to the broader locality in providing a service and providing employment.</p>
<p>Clause 67 (u):</p>	



<p><i>the availability and adequacy for the development of the following — (i) public transport services; (ii) public utility services; (iii) storage, management and collection of waste; (iv) access for pedestrians and cyclists (including end of trip storage, toilet and shower facilities); (v) access by older people and people with disability;</i></p>	<p>The site has good access to public transport, is well serviced and revised plans better address waste management.</p> <p>City Officers do not believe the application adequately addresses pedestrian movement within and adjoining the proposal. For example, the single lane pedestrian access ramp to the site from the public street is considered insufficient for this use and alternatives should be explored.</p>
<p>Clause 67 (p):</p> <p><i>whether adequate provision has been made for the landscaping of the land to which the application relates and whether any trees or other vegetation on the land should be preserved;</i></p>	<p>The site has already been cleared as per previous approvals so the potential to protect existing vegetation is not available. There is however large trees within the adjoining road reserve which offer a pleasant aspect.</p> <p>City Officers do not believe that adequate landscaping has been provided as part of the application (as further discussed within this report).</p>

#### Built Form and Design - Local Development Plan (Gateway LDP)

The development falls under the Gateway LDP for Lot 502 Berthold Street as discussed in the above sections of this report. The statutory provisions can be found on page 3 of the LDP provided at Attachment 4 of this RAR. The following provisions have been considered to be a variation to the LDP and are considered below.

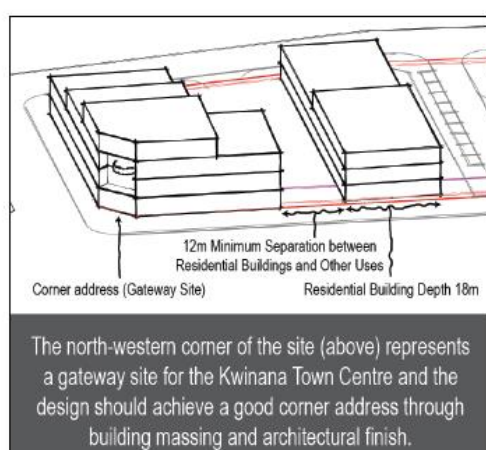
#### Gateway Locality:

Provision	Requirement	Proposal	Assessment
Clause 6; Gateway provisions	<p>A 40m radius from the north eastern corner of the site defines the "Gateway" locality to serve as an entry statement into the Kwinana Town Centre</p> <p>Relevant Objective</p> <p>Promote a high standard of urban design and architectural form for this gateway site and deliver built form outcomes that visually connects with surrounding streets.</p> <p>Relevant Provisions</p>	Single Storey Large "Tower" design with single storey facades facing onto Gillmore and Berthold	See Discussion below.

	<p><b>A minimum height of 2 storeys applies across the site</b> with a maximum height of up to 3 storeys.</p> <p>Height may be increased to four (4) storeys within the "Gateway" locality.</p>		
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## Discussion

The allocated lot has been designated as a "Gateway" development under the LDP. As a key strategic gateway site into the City of Kwinana Town Centre, the LDP's intent for this corner site is to be of landmark significance with architectural merit.



Previous development applications approved at this site by JDAP have sought to address this objective as illustrated below, with three-storey residential development as part of the Multiple Dwellings initially approved in 2017 with amended plans in 2018, 2019 and 2020 (shown as Lots 4,5,and 6 below). This followed significant dialogue with the City of Kwinana about the presentation to the Gateway site.



The design currently proposed is for a single storey development only with a tall corner “Tower” façade design as illustrated below.



The application is for single storey built form with the two-storey façade for the gateway corner truncation of Gilmore Avenue/Berthold Street. It is not a two storey minimum development as clearly specified in the LDP provisions.

The applicant has sought to address the Gateway requirement by the use of a two-storey tower façade. City Officers consider it an inadequate attempt to address the height requirements of the LDP, and while the built form presents a reasonable response and articulation in of itself, its height and scale fail to meet the strong architectural merit intended in the LDP for this corner.

*Other Relevant LDP design considerations:*

Provision	Requirement	Proposal	Assessment
Other Design Considerations	Buildings are to achieve visual surveillance to Gilmore Avenue and the education precinct by orientating balconies, terraces, windows to living areas/ commercially active spaces to the streets.	The proposal provides windows to the Berthold and Gilmore Street Frontages.	The proposal presents a lack of surveillance in regards to active spaces fronting to the west, the nature of the development and its design are not orientated to the street and does not provide active visual surveillance of the street.
	Landscaping - The site announces the Kwinana Town Centre and should	The proposal provides landscaping in different locations with the largest sections being adjacent	Due to tight site constraints, there is a limited amount of landscaping due to the

	visibly blend into the surrounding streetscape, offering high quality finishes to all landscape treatments within the development.	the northern side of the car parking areas.	increase in parking on the site and the alteration of the proposed bin storage area. The proposed landscaping areas are small in context and do not provide enough deep soil areas to ensure large vegetation is able to be provided for shade areas. The landscaping provides no opportunity for screening of the Child Care Centre parking and pedestrian areas to the rear of strata lots on Boston Loop some 4 metres to the south of the development.
	Built Form - The finished floor level of the ground floor to any development addressing the Gilmore Avenue frontage, may not be lower than the existing Natural Ground Level along the Gilmore Avenue street boundary.	The proposal incorporates a 0.5m retaining to the Gilmore frontage	The retaining to Gilmore Avenue isn't in accordance with the LDP as it is set below Gilmore Avenue. While not critical in itself, coupled with building design, raises concerns about the lack of visual surveillance of the surrounding public streets through openings to habitable rooms and/or active street-level frontages.

The total landscaping fronting the eastern approach to the site is minimal due to the location of the Bin Store and the changes made to the car parking to increase the number of bays following the initial review by the City. The verge areas cannot be taken as of right to provide landscaping .

Due to the constraints on the site, including the need for carparking and play areas, there is insufficient area for landscaping.

#### *Design Review by City Officers*

As noted, the City engaged an independent architecture consultant, in lieu of a Design Review Panel, to undertake a design review of the proposed development against the 10 Design Principles as set out in State Planning Policy 7.0 - Design of the Built Environment (SPP 7.0). The comments of that review have been noted by City Officers who have also reviewed the application against the Design principles as follows;

Design Principle	Planning Assessment
<b>Context and character:</b> <i>Good design responds to and enhances the</i>	A child care centre is a 'P' use which has been contemplated for this locality as part of an integrated well designed development. The use is well located in

<p><i>distinctive characteristics of a local area, contributing to a sense of place.</i></p>	<p>the broader context of Gilmore College and the Kwinana City Centre and may provide child care support services for local residents.</p> <p>The built form proposed for the Centre in itself responds to the subject lot in that the building is oriented to respond to the gateway corner of the site and encompasses a suite of materials, colours and textures suitable to the location.</p> <p>It is questionable whether the Centre contributes to the character of the adjoining Berthold Place Precinct and adjacent residential development. It is being retrospectively situated at this site and there is minimal integration between the Centre and the surrounding residential dwellings. It can be argued that the child care centre may well lead to amenity impacts for adjoining residents such as noise and traffic/parking concerns.</p> <p>As discussed, City Officers view the design response to the "Gateway" location as being inadequate not providing sufficient presence.</p>
<p><b>Landscape Quality:</b> <i>Good design recognises that together landscape and buildings operate as an integrated and sustainable system, within a broader ecological context.</i></p>	<p>The area surrounding Lot 9507 Berthold Street contains Gilmore Road Reserve which contains an attractive streetscape with large trees. Adjacent Gilmore College also is reasonably well vegetated.</p> <p>In respect to this application area, as noted previously, the proposed landscaping is considered to be minimal largely due to tight site constraints.</p> <p>The proposed landscaping areas do not provide enough deep soil areas to ensure large vegetation is able to be provided for shade areas. The visual buffer to the northern side of Berthold Street is limited and additional landscaping would have better screened the northern frontage of the car park.</p> <p>The play areas are visually screened with solid colorbond fencing in order to meet noise and security requirements minimising the ability for landscaping in those areas to interact with the adjoining Boston Loop.</p> <p>In effect the proposal provides little by way of landscape quality and as such would detract from the landscape amenity of the locality.</p>
<p><b>Built form and scale:</b> <i>Good design ensures that the massing and height of development is appropriate to its setting</i></p>	<p>While the presentation of the proposal within its context addressing the corner of Gilmore Avenue/ Berthold Way has some merit and the roof-scape treatment is consistent with the existing context, the proposal for single storey-built form and tower feature to the</p>

and successfully negotiates between existing built form and the intended future character of the local area	gateway corner are not considered to sufficiently address the LDP requirements.
<b>Functionality and build quality:</b> Good design meets the needs of users efficiently and effectively, balancing functional requirements to perform well and deliver optimum benefit over the full life-cycle.	<p>Functionality has been considered in this development noting the location of car parking in addition to the orientation of the building and outdoor play areas. The majority of large windows on the northern façade allow for greater sunlight to the play areas as well as administrative areas of the building. Additionally, the southern orientation of the play area ensures adequate shade is provided to the child play areas.</p> <p>The constraints of the site and need for adequate parking have however resulted in constrained pedestrian access (see below) and landscaping.</p>
<b>Amenity:</b> Good design provides successful places that offer a variety of uses and activities while optimising internal and external amenity for occupants, visitors and neighbours, providing environments that are comfortable, productive and healthy.	<p>The proposal provides good amenity to users and occupants with a consistent colour theme and a skillion roof design that incorporates northern oriented windows to maximise light penetration. The amended plans have further provided skylights to facilitate the cross ventilation and light access to the play rooms.</p> <p>Externally however, the potential for traffic management issues and noise impacts, along with curtailed pedestrian access to the Child Care Centre from Berthold Street are of significant concern to City Officers.</p>
<b>Legibility:</b> Good design results in buildings and places that are legible, with clear connections and easily identifiable elements to help people find their way around	<p>The design currently presents poorly towards pedestrian traffic with only one access point into the centre. While this may be preferred for the use itself (to control movements in and out of the facility), it doesn't lend itself to good access for visitors and users and interaction to nearby streets.</p> <p>The single pedestrian access ramp is all that connects to the public street and access off the car park means that there is the potential for families to have to navigate through reversing vehicles given the nature of the car parking area.</p> <p>The ramp is 1m in size which prevents 2-way pedestrian traffic, making it difficult for prams and other devices to navigate. There is no opportunity to bypass other persons which require people with disability access forced to wait for the person to traverse the entire length</p>

	<p>of the ramp or alternatively navigate through the carpark with the 1:16 grade.</p> <p>There is currently no pedestrian access to other areas including the northern Berthold/Gilmore interface. The lack of providing a pedestrian access to the north requires a large navigation path for external visitors in a space close to the single vehicle access area.</p>
<p><b>Safety:</b> <i>Good design optimises safety and security, minimising the risk of personal harm and supporting safe behaviour and use.</i></p>	<p>The design of the structure presents clear and open vehicle and pedestrian sightlines to the Berthold and Gilmore Street areas. The provision of the outdoor play areas and the combination of garrison fencing provide clear sightlines and passive surveillance opportunities.</p> <p>As discussed in the Legibility section, the car park does not offer safe access opportunities with the potential for families to have to navigate through the tight and busy car park area.</p>
<p><b>Community:</b> <i>Good design responds to local community needs as well as the wider social context, providing environments that support a diverse range of people and facilitate social interaction.</i></p>	<p>The design meets this provision. The Centre is responsive to the community needs for such services and its symbiotic relationship to schooling at Gilmore College and the Kwinana City Centre is evident.</p>
<p><b>Aesthetics:</b> <i>Good design is the product of a skilled, judicious design process that results in attractive and inviting buildings and places that engage the senses.</i></p>	<p>Through the assessment process, the applicant provided amended plans that better addressed this design principle. The proposal incorporates a variety of materials and finishes to the Gilmore and Berthold spaces, the roof design with sections of protruding cladding provide visual interest while practically covering air-con units.</p> <p>As noted however, this use is being retrospectively situated at this site and there is minimal integration between the Centre and the surrounding residential development already approved for development. There is a lack of a holistic design approach and the previous planning approvals had not contemplated this use.</p> <p>There is a significant risk that the use could lead to amenity impacts for adjoining residents such as traffic conflicts and noise impacts.</p>



### Traffic and Parking

The applicant submitted a Traffic Impact Statement (TIS) in support of the application. The City's Engineering staff are satisfied that the TIS uses sound assumptions and methodology to adequately demonstrate that the local road network can accommodate the estimated additional traffic generated by the development.

Notwithstanding, City staff have concerns about the adequacy of onsite parking to meet the needs of the development as discussed below.

#### *Onsite Parking*

The application proposes 21 onsite parking bays. Of these, the applicant has designated 13 for the use of the proposed maximum 17 staff, and the remaining 8 as drop-off/ parking bays for visitors.

In lieu of any specific parking rate for a 'Child Care Centre' in LPS2, the applicant has provided justification that the proposed onsite parking is consistent with the WAPC's *Planning Bulletin 72/2009*, which identifies a minimum rate of 1 bay per 5 children under Clause 3.5 - Design of Centres:

*"As a general rule, the minimum parking requirement for a child care centre, including staff parking, will be one space per five children. The number of parking bays may be varied by the local government given the specific provisions of the local planning scheme or relevant local policy and any unique circumstances relating to the proposed development, such as reciprocal parking arrangements, available public transport and street parking."*

Based on the *Planning Bulletin 72/2009*, the total parking provision required for the development would be 18 bays:

<b>WAPC Bulletin 72/2009</b>	<b>Proposal</b>	<b>Parking required</b>
<i>"As a general rule, the minimum parking requirement for a child care centre, including staff parking, will be one space per five children."</i>	89 children	$89 / 5 = 17.8$ (18) bays

The applicant has further supplied a written statement from the intended operator of the Child Care Centre with the following relevant information:

- *"All parking bays will be allocated and line marked appropriately as per the development drawings. This includes a total of seven (7) bays for visitors and 13 bays for staff."*
- *Staff will be instructed not to park within the visitor bays.*
- *For staff who are not allocated a parking bay, they will be encouraged to take alternative forms of transport to and from the site, such as public transport, carpooling with other staff who have a parking bay, cycling or walking. The operator has advised Rowe Group that many staff will live locally and will likely walk or cycle to the site. Additionally, the operator has advised that a*

*number of parents may walk to and from the centre to drop off / collect children and this happens at most centres located centrally, like this one.*

- *Buses on Gilmore Avenue operate every 15 minutes (approximately) on Monday to Friday. The nearest bus stop on Gilmore Avenue (southbound) is 160m south of the site and on Gilmore Avenue (northbound) is 96m north west of the site.*
- *The operator has three (3) other centres near this site and again staff will be encouraged to carpool where required between the centres.*
- *The operator has advised also that not all staff will be present at the centre at all times. The number of staff present at any given time will vary commensurate with the number of children enrolled each day. The maximum staff present will be 17, assuming the premises is operating at full capacity. Typically, this is not the case and fluctuates throughout the day. The operator provided a graph to illustrate the parent drop off / collection in the context of staff on-site. The staff numbers rise to a maximum of 17 outside the peak period for the parent drop off / collection times."*

Noting the above, City staff ultimately do not accept the applicant's justification that the proposed onsite parking will be adequate to meet the parking demand and volume of traffic estimated to be generated by the proposed Child Care Centre. This is based on the worst-case scenario whereby all 17 staff members could occupy the onsite parking, in which case there would only be 4 bays available to service drop-off/parking needs, one of which is a disabled access bay.

The City's Engineering Department have reviewed the TIS and advise that with only 3 standard drop-off bays available, and an expectance of 10min usage per bay, this equates to the 3 bays being able to service 18 vehicles for an hourly demand. Given there are 89 children proposed to use the child care, there can be an expectance of 50% patrons (parents, etc) using the site during the peak hour. Therefore, there is an expectance of 45 vehicles requiring to utilise the site during this peak hour.

With 3 bays only available to service 18 vehicles during this time, there is the potential for a large shortfall in parking during this demand.

There are on street parking bays available, however these bays have been developed to supply visitor parking for the future residential to the south and the Gilmore College. There is no certainty on the availability of those bays at any point in the future and it cannot be considered an 'as of right' that these bays will be in service to the proposed Child Care Centre.

There are no other reciprocal parking areas from other large developments in the area. Furthermore, the approved design and development of the remainder of the Berthold LDP are 2 Storey Town house developments which do not allow for any visitor parking, hence the provided-on street bays have been developed for this future requirement.

In the event that the proposal does not provide adequate parking and the reliance on on-street parking is required, the City would be responsible for management of the on-street bays from a compliance standpoint in providing timed parking bays and requirement to regulate the site as a requirement.

In this instance, there is a point of contention that the site and the proposed parking layout will cause a parking shortfall and cause amenity issues during the peak drop off times of the lot. The City is of the mind given the consideration of the future residential needs and the parking requirements for staff and drop offs that there will be parking conflicts in the future.

#### WAPC Planning Bulletin 72/2009 - Child Care Centres

The WAPC provides direction for child care development under *Planning Bulletin 72/2009*. Applying the bulletin, the proposal is considered to meet the guidance intent of the following relevant provisions:

- The site is over 1000sqm.
- The centre is located within a centralised area adjoining to a high frequency transport network (Gillmore Avenue)
- Close walking distance to and from the adjoining residential areas and the adjacent primary school.
- Parking has been provided as per the requirements of the bulletin.
- The site is located adjoining a road falling under SPP 5.4, the site has the potential to be impacted by the noise created from Gillmore Avenue. Cott Rooms are located away from the road way and effective building design to satisfy SPP 5.4 can be implemented during the Building Permit stage.

The following measures are not considered to be met in the following respects.

- The Acoustic Report has been reviewed by the City's Health Department which holds concerns about the advice of the applicant stating that the adjoining residential areas will comply with the noise generated from the child care. Further discussion has been provided in this report.

#### Noise

The noise from children's play at playgroup and kindergarten developments are required to comply with the *Environmental Protection (Noise) Regulations 1997*.

The applicant has submitted an Acoustic Assessment that indicates that the potential noise generated by the development will comply with the assigned noise levels at nearby future residences, namely to the south. However, the modelling in the applicant's Acoustic Assessment is based on the assumption that there will be fixed windows installed in the upper floors of the adjacent future residential dwellings.

To demonstrate this, the applicant has provided plans from Niche (developer of the residential land) that shows the relevant windows as 'fixed'. Current approved plans do not show the windows as fixed.

As there is not adequate detail on whether the proposed windows are "fixed" or conditioned to be 'fixed', it places the application in a position where there is a reliance and restriction on development outside of the proposal in order for it to comply. This is not in accordance with orderly and proper planning as the City is not able to impose a

condition on a separate otherwise unrelated development. No amended development application has been received for the locality.

Setting this aside, this means that this development now restricts any future land owner to have fixed windows where they potentially otherwise could not have.

The City recommended a proposal that not all 89 children be able to play at once to mitigate this impact of noise. The applicant is not willing to apply this and has taken the position that this situation is a 'worst case' scenario.

The City, in this instance, is recommending that any future play will be mitigated through effective management of the play areas abutting residential development. In its current format the proposal cannot be supported given it relates to an unrelated development approval and prejudices the future residential development by requiring the adjoining development to have fixed windows where it would otherwise not be required.

#### Waste Management

City Waste management staff reviewed the provided Waste Management Plan (WMP) and requested some changes to the operational details and formatting. The City's Engineers also raised concerns about the location of the waste collection area on the corner of Boston Loop and Berthold Street. The applicant has since provided amended plans showing the collection area in a new location near the site's vehicle access.

City officers further requested that the applicant ensure waste pick up will occur outside of the development's peak hours to ensure minimal traffic impact. A revised WMP was since submitted that addressed the City's requests (see Attachment 6 to this RAR).

#### Local Planning Policy No. 5 - Development Contributions towards Public Art

The application was considered against LPP5 as the proposed development is valued greater than \$2 million. This policy requires a public art contribution be provided for new developments valued over \$2 million. The public art contribution requirement can be met in a variety of ways with the key options being the provision of public art on the subject site or a cash in lieu contribution.

The applicant has indicated for the public art to be displayed on the 'tower' element of the development, which is most visible to the Gilmore Avenue approach.

Should the application be approved, a condition requiring compliance with the Policy is included in the alternate recommendation.

#### Local Planning Policy No. 9 - Advertising Signage

The submitted application does not provide any detail of advertising signage for the development. Under the WAPC *Planning Bulletin 72/2009*, there is a general expectation that signage details should accompany this sort of application type.

Should the application be approved, an advice note advising of the Policy and the requirements under LPS2 is included in the alternate recommendation.

#### **Conclusion:**

City Officers have considered the proposed Child Care Centre development and while there are aspects of the built form which have merit, have taken the view that the current proposal should be refused for the following reasons;

1. The objective for the Gateway site and the Provision 12 of the LDP requiring a minimum of two storeys for any development across the site have not been satisfactorily addressed.
2. The proposal does not provide a satisfactory streetscape response.
3. The visitation and staff parking provided including the use of nearby on-street parking is not to the satisfaction of the City and represent a significant risk to the site and surrounds.
4. Management of noise impacts from the site is not sufficiently demonstrated.
5. The tight design and layout of the building, play areas, carparking and access ramp have resulted in inadequate:
  - a. Landscaping which is minimal, lacking sufficient deep root areas limiting capacity to provide an attractive interface with the surrounding streets.
  - b. Pedestrian access with the only access off street being a single lane ramp from the parking areas which will not allow dual movement. Apart from an opening in the built form corner, there is limited active interface with the street.

The City is of the view that a precautionary approach, particularly to traffic impacts and noise is appropriate given the proximity to adjoining residential dwellings. Without the consideration of a substantial design change, the City does not view the current proposal as sufficient to accommodate the proposed land use and the development in its current form.







Attachment 2

ORELIA CHILDCARE CENTRE

LOT 9500 GILMORE AVENUE  
ORELIA  
WA 6167

SHEET LIST					
Sheet Name	Current Revision Description	Current Revision	Current Revision Date	Drawn By	Checked By
COVER SHEET	RE-ISSUE FOR DA	D	12/07/2022	AA	AA
SITE ANALYSIS PLAN	RE-ISSUE FOR DA	D	12/07/2022	AA	AA
SITE PLAN PROPOSED	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
PROPOSED SITE PLAN / GROUND FLOOR	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
PROPOSED SITE LEVELS / RETAINING AND RAMPS	RE-ISSUE FOR DA	C	12/07/2022	AA	AA
PERSPECTIVES	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
PERSPECTIVES	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
PERSPECTIVES	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
PERSPECTIVES	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
PERSPECTIVES	RE-ISSUE FOR DA	E	12/07/2022	AA	AA
PERSPECTIVES	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
ISOMETRIC VIEW	RE-ISSUE FOR DA	E	12/07/2022	AA	AA
ISOMETRIC MASSING VIEWS	RE-ISSUE FOR DA	B	12/07/2022	AA	AA
STREET SCAPES VIEWS	RE-ISSUE FOR DA	A	12/07/2022	AA	AA
PLAN - ROOF PLAN	DA COUNCIL RFI	C	24/06/2022	AA	AA
EXTERNAL ELEVATION	RE-ISSUE FOR DA	E	12/07/2022	AA	AA
EXTERNAL ELEVATION	RE-ISSUE FOR DA	E	12/07/2022	AA	AA
EXTERNAL ELEVATIONS MATERIALS PALETTE	RE-ISSUE FOR DA	D	12/07/2022	AA	AA
SECTIONS	RE-ISSUE FOR DA	D	12/07/2022	AA	AA



REV	DESCRIPTION	DATE
A	ISSUE FOR DA (REVIEW)	03/03/2022
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C	DA COUNCIL RFI	24/06/2022
D	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

- NOTES:
1. ALL DIMENSIONS SUBJECT TO ON SITE VERIFICATION PRIOR TO EXECUTION OF WORK
  2. FIGURED DIMENSIONS SHALL BE TAKEN IN PREFERENCE TO SCALING
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DESIGNER



CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
COVER SHEET

DRAWN AA	DESIGN AA	SCALE @ A1
DATE 10.02.2022	PROJECT NUMBER 22-009	
DRAWING NUMBER A-001	ISSUE D	



Attachment 2

REV	DESCRIPTION	DATE
A	ISSUE FOR DA (REVIEW)	03/03/2022
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C	DA COUNCIL RFI	24/06/2022
D	RE-ISSUE FOR DA	12/07/2022



ORELIA CHILDECARE  
PROPOSED LOCATION



2 LOCATION PLAN  
1 : 5000

SHEET STATUS:  
RE-ISSUE FOR DA

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DRAWING TITLE  
SITE ANALYSIS PLAN

DRAWN	DESIGN	SCALE @ A1
AA	AA	As indicated
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-020	D	

1 SITE ANALYSIS  
1 : 500

Attachment 2



REV	DESCRIPTION	DATE
A	PRELIMINARY	21/02/2022
B	UPDATE TO PRELIMINARY	23/02/2022
C	ISSUE FOR DA (REVIEW)	03/03/2022
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DEVELOPMENT PLAN

TOTAL EXISTING LOT	1950m2
PROPOSED AREA	
TOTAL BUILDING AREA	588m2
CARPARKING AREA	519m2
SECURE OUTDOOR PLAY 2-3 Y/O	175m2
SECURE OUTDOOR PLAY 0-2 Y/O	84m2
SECURE OUTDOOR PLAY 1-2 Y/O	112m2
SECURE OUTDOOR PLAY 3-5 Y/O	272m2
DRYING COURT	7m2
COVERED DINING / GARDEN	19m2
LANDSCAPE AREA (INC PAVING AREAS)	153m2
BINS STORAGE	15m2
PROPOSED TOTAL BAYS	21 BAYS
TOTAL BAYS REQUIRED	17 BAYS
DEDICATED STAFF & STACKED BAY	13 BAYS
STANDARD BAYS	7 BAYS
ACCESSIBLE BAY	1 BAY
BICYCLE BAYS	4 BAYS
SHARED ZONE / REVERSE BAY	2 BAYS
89 CHILDREN	
17 STAFF	

SITE LEGEND:

- ELEVATION / SECTION REFERENCE WITH ASSOCIATED DRAWING NUMBER
- SITE BOUNDARY
- LANDSCAPED AREA

SITE NOTES:

- NEW CAR BAYS TO BE MARKED USING APPROVED ROAD MARKING PAINT
- ACCESSIBLE (DISABLED) CAR PARKING REQUIREMENTS:  
ALL NEW WORKS TO COMPLY WITH CURRENT RELEVANT AUSTRALIAN STANDARDS INCLUDING BUT NOT LIMITED TO:
- AS 2880.6-2009 - OFF STREET PARKING FOR PEOPLE WITH DISABILITIES
  - AS 1428.4-2009 - MEANS TO ASSIST THE ORIENTATION OF PEOPLE WITH VISION IMPAIRMENT - TACTILE GROUND SURFACE INDICATORS
  - AS 1428.3-2009 - GENERAL REQUIREMENTS FOR ACCESS - NEW BUILDING WORKS

SHEET STATUS:  
RE-ISSUE FOR DA

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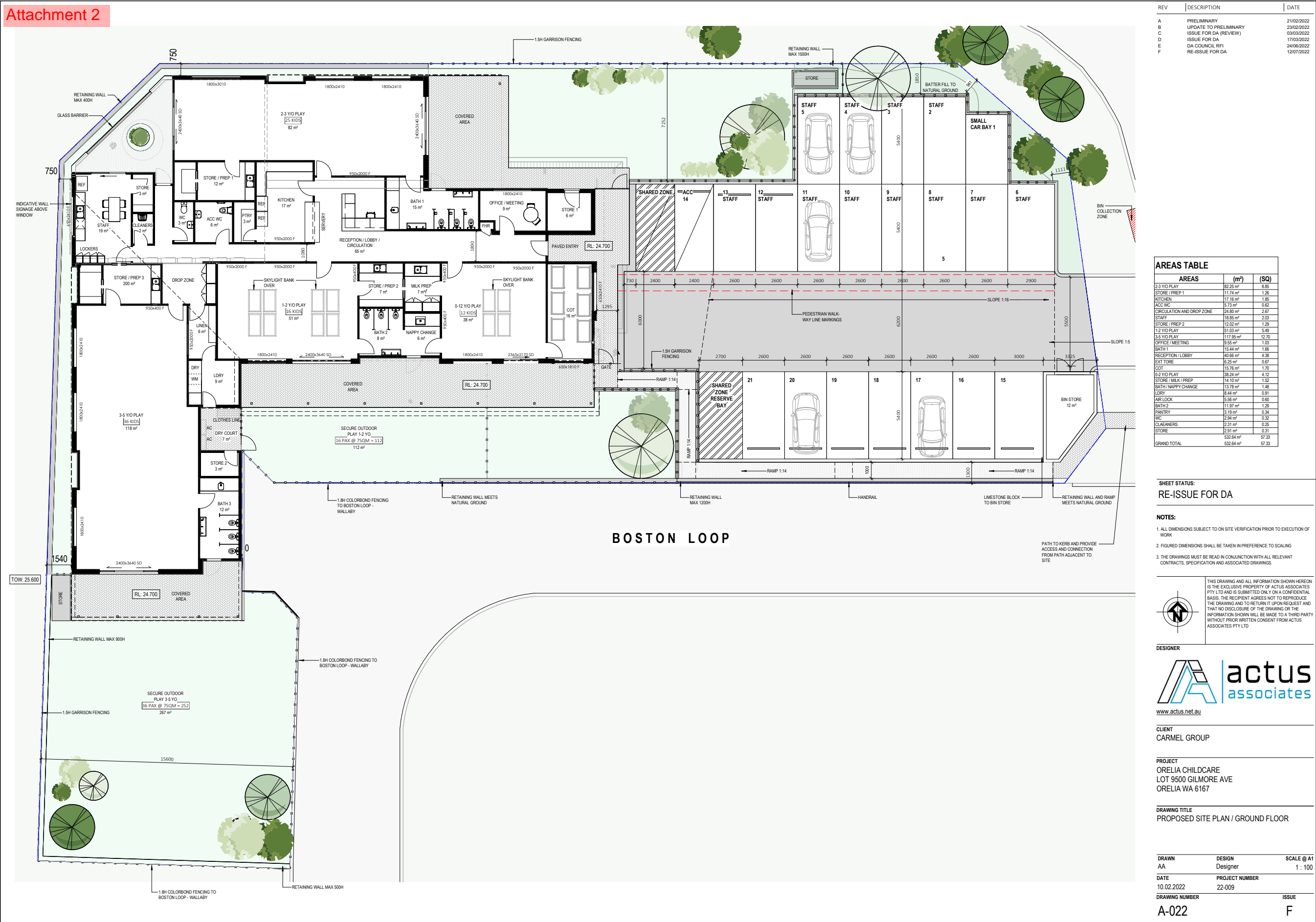
CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
SITE PLAN PROPOSED

DRAWN AA	DESIGN AA	SCALE @ A1 As indicated
DATE 10.02.2022	PROJECT NUMBER 22-009	
DRAWING NUMBER A-021	ISSUE F	







Attachment 2



1 NORTH WEST PERSPECTIVE  
1 : 10

REV	DESCRIPTION	DATE
A	PRELIMINARY	21/02/2022
B	UPDATE TO PRELIMINARY	23/02/2022
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D	ISSUE FOR DA	17/03/2022
E	DA COUNCIL RFI	24/06/2022
F	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

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LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
PERSPECTIVES

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-031	F	



Attachment 2



2 WEST PERSPECTIVE  
1 : 10

REV	DESCRIPTION	DATE
A	PRELIMINARY	21/02/2022
B	UPDATE TO PRELIMINARY	23/02/2022
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RE-ISSUE FOR DA

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PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
PERSPECTIVES

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-032	F	



Attachment 2



3 NORTH EAST PERSPECTIVE  
1 : 10

REV	DESCRIPTION	DATE
A	PRELIMINARY	21/02/2022
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DRAWING TITLE  
PERSPECTIVES

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-033	F	



Attachment 2



4 EAST PERSPECTIVE  
1 : 10

REV	DESCRIPTION	DATE
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DESIGNER



CLIENT  
CARMEL GROUP

PROJECT  
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LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
PERSPECTIVES

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-034	F	



Attachment 2



5 SOUTH PERSPECTIVE  
1 : 10

REV	DESCRIPTION	DATE
A	PRELIMINARY	21/02/2022
B	UPDATE TO PRELIMINARY	23/02/2022
C	ISSUE FOR DA (REVIEW)	03/03/2022
D	DA COUNCIL RFI	24/06/2022
E	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

- NOTES:
1. ALL DIMENSIONS SUBJECT TO ON SITE VERIFICATION PRIOR TO EXECUTION OF WORK
  2. FIGURED DIMENSIONS SHALL BE TAKEN IN PREFERENCE TO SCALING
  3. THE DRAWINGS MUST BE READ IN CONJUNCTION WITH ALL RELEVANT CONTRACTS, SPECIFICATION AND ASSOCIATED DRAWINGS.

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DESIGNER



CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
PERSPECTIVES

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-035	E	



Attachment 2



6 BOSTON LOOP RAMP  
1 : 10

REV	DESCRIPTION	DATE
A	PRELIMINARY	21/02/2022
B	UPDATE TO PRELIMINARY	23/02/2022
C	ISSUE FOR DA (REVIEW)	03/03/2022
D	ISSUE FOR DA	17/03/2022
E	DA COUNCIL RFI	24/06/2022
F	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

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DESIGNER



[www.actus.net.au](http://www.actus.net.au)

CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
PERSPECTIVES

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-036	F	



Attachment 2



7 ISOMETRIC VIEW  
1 : 10

REV	DESCRIPTION	DATE
A	UPDATE TO PRELIMINARY	23/03/2022
B	ISSUE FOR DA (REVIEW)	03/03/2022
C	ISSUE FOR DA	17/03/2022
D	DA COUNCIL RFI	24/06/2022
E	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

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DESIGNER



CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
ISOMETRIC VIEW

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-037	E	



Attachment 2

REV	DESCRIPTION	DATE
A	DA COUNCIL RFI	24/06/2022
B	RE-ISSUE FOR DA	12/07/2022



SHEET STATUS:  
RE-ISSUE FOR DA

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DESIGNER



CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
ISOMETRIC MASSING VIEWS

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 20
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-038	B	

8 MASSING MODELS  
1 : 20



Attachment 2



GILMORE AVE STREET ELEVATION



BERTHHOLD STREET ELEVATION



BERTHHOLD / BOSTON LOOP  
STREET ELEVATION

REV	DESCRIPTION	DATE
A	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

- NOTES:
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DESIGNER



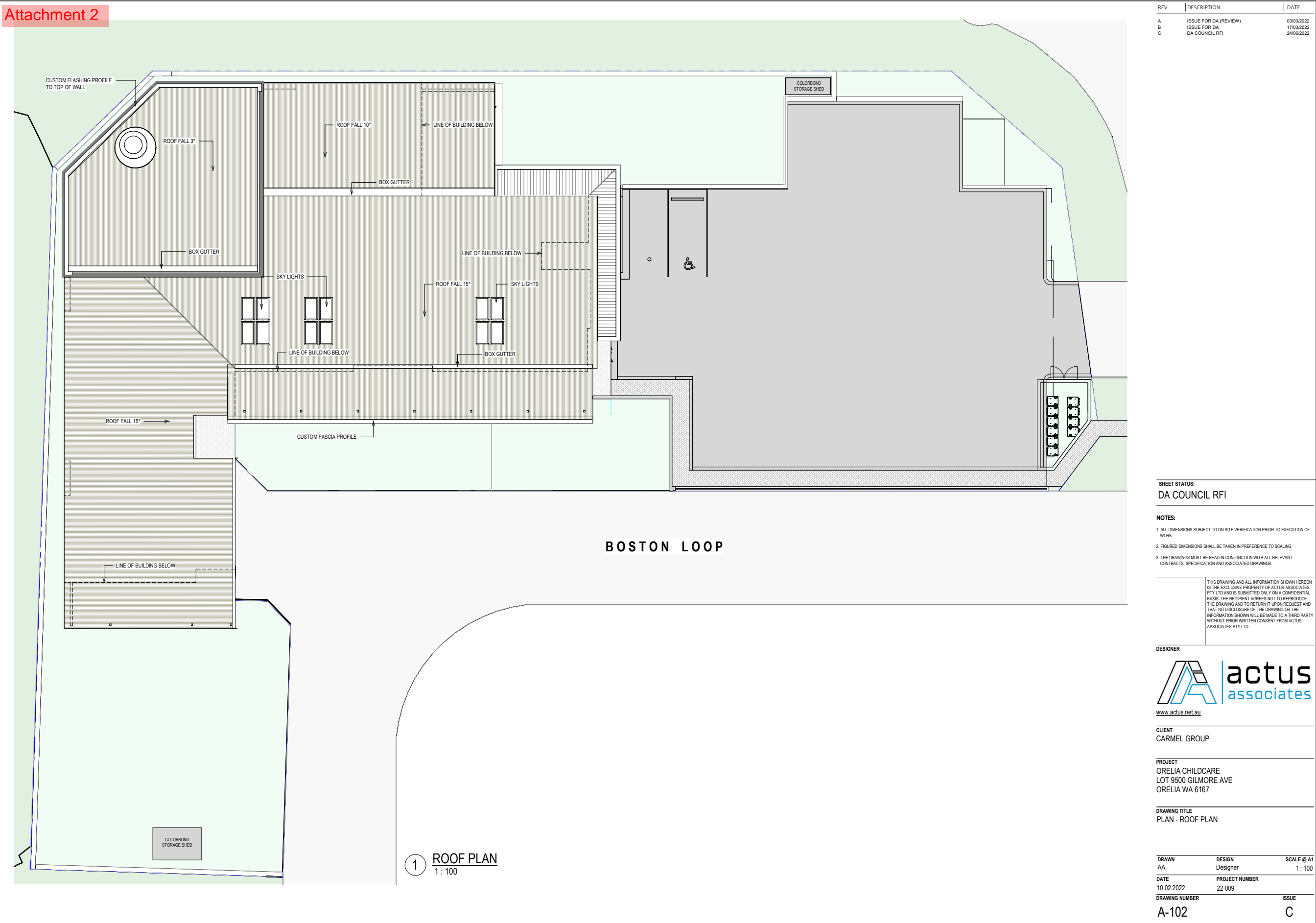
CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
STREET SCAPE VIEWS

DRAWN	DESIGN	SCALE @ A1
AA	Designer	
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-039	A	



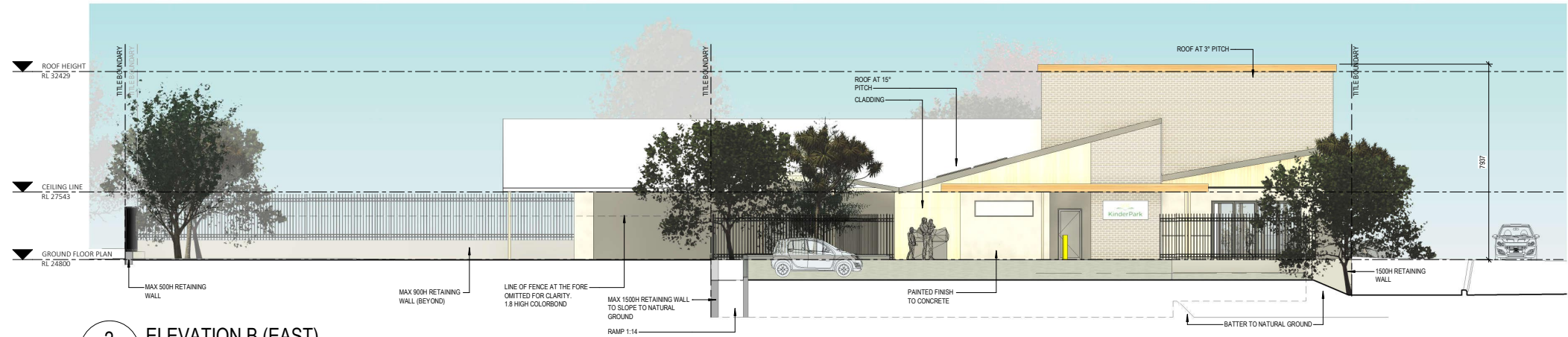


Attachment 2

REV	DESCRIPTION	DATE
A	UPDATE TO PRELIMINARY	23/03/2022
B	ISSUE FOR DA (REVIEW)	03/03/2022
C	ISSUE FOR DA	17/03/2022
D	DA COUNCIL RFI	24/06/2022
E	RE-ISSUE FOR DA	12/07/2022



1 ELEVATION A (NORTH)  
1 : 100



2 ELEVATION B (EAST)  
1 : 100

SHEET STATUS:  
RE-ISSUE FOR DA

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DESIGNER



CLIENT  
CARMEL GROUP

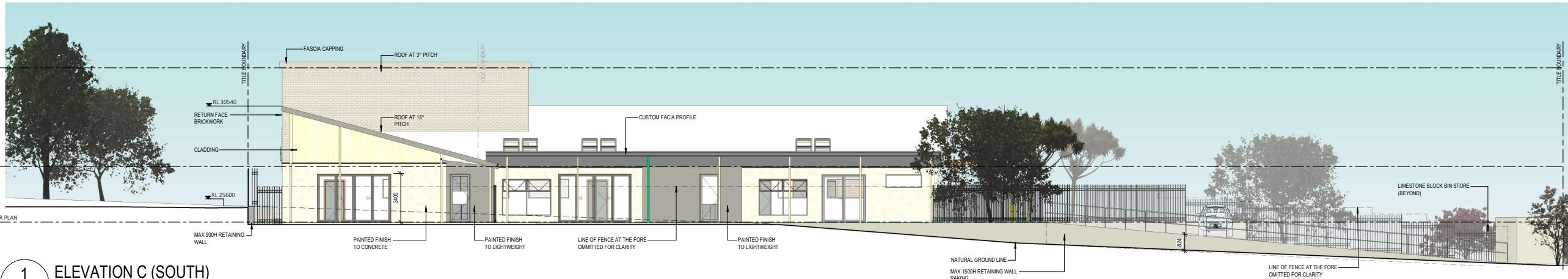
PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
EXTERNAL ELEVATION

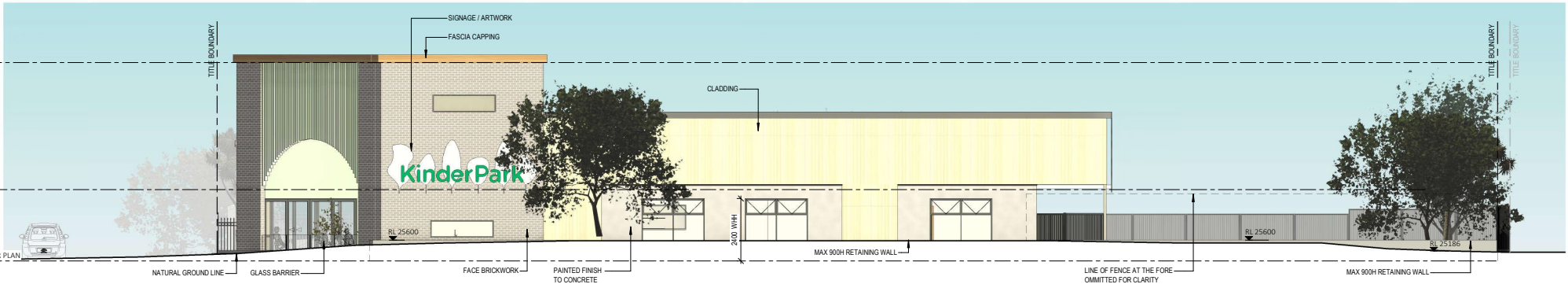
DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 100
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-201	E	

Attachment 2

REV	DESCRIPTION	DATE
A	UPDATE TO PRELIMINARY	23/03/2022
B	ISSUE FOR DA (REVIEW)	03/03/2022
C	ISSUE FOR DA	17/03/2022
D	DA COUNCIL RFI	24/06/2022
E	RE-ISSUE FOR DA	12/07/2022



1 ELEVATION C (SOUTH)  
1 : 100



2 ELEVATION D (WEST)  
1 : 100

SHEET STATUS:  
RE-ISSUE FOR DA

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DESIGNER



CLIENT  
CARMEL GROUP

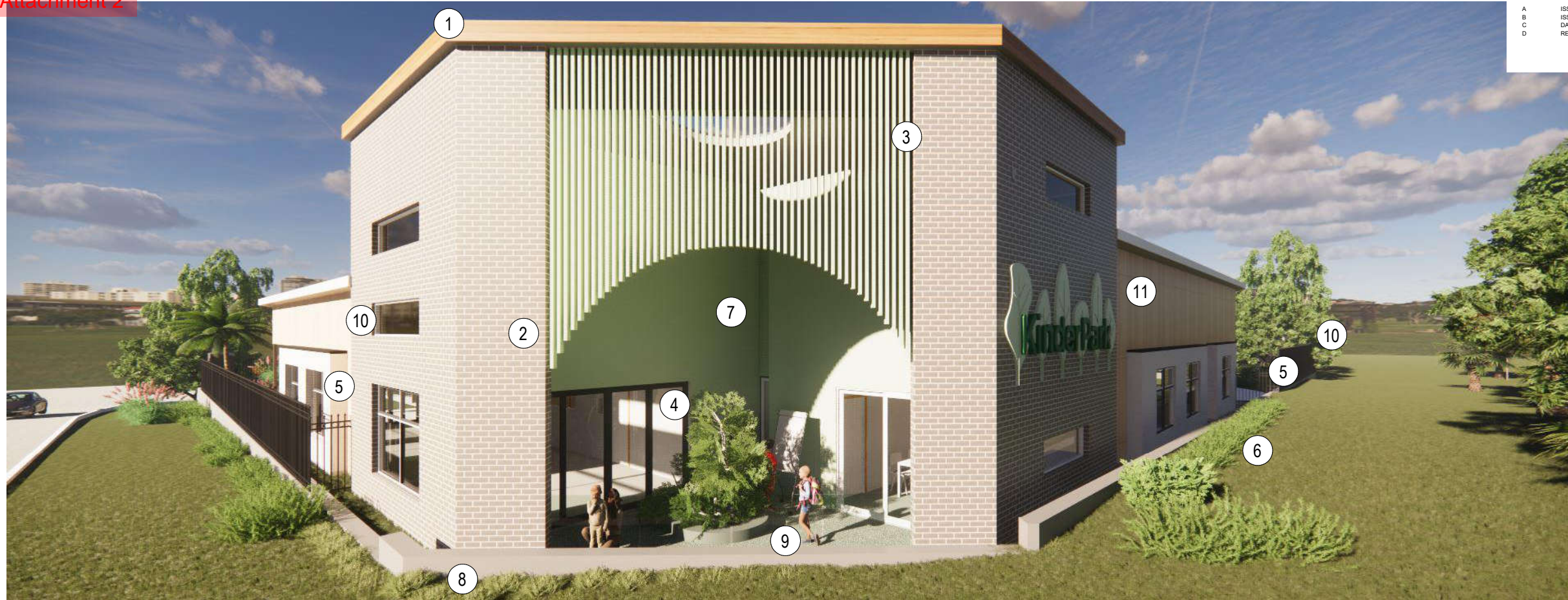
PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
EXTERNAL ELEVATION

DRAWN AA	DESIGN Designer	SCALE @ A1 1 : 100
DATE 10.02.2022	PROJECT NUMBER 22-009	
DRAWING NUMBER A-202	ISSUE E	



Attachment 2



REV	DESCRIPTION	DATE
A	ISSUE FOR DA (REVIEW)	03/03/2022
B	ISSUE FOR DA	17/03/2022
C	DA COUNCIL RFI	24/06/2022
D	RE-ISSUE FOR DA	12/07/2022

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RE-ISSUE FOR DA

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DESIGNER



CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
EXTERNAL ELEVATIONS MATERIALS PALETTE

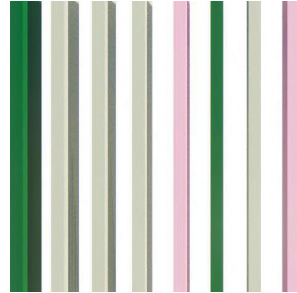
DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-203	D	



1 TIMBER LOOK CUSTOM CAPPING PROFILE



2 BRICKWORK WITH WHITE MORTAR



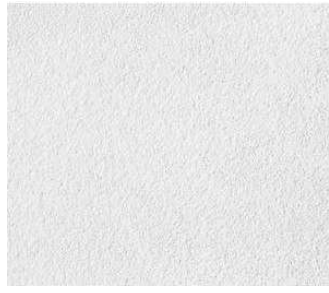
3 METAL BATTEN SCREENING. PINK / GREEN / DARK GREEN



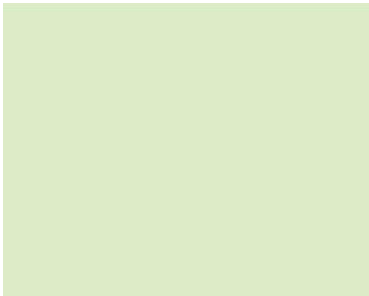
4 MONUMENT WINDOW FRAMES, FASCIA AND FLASHING



5 TIMBER PANELING



6 TEXTURE COAT TO CONCRETE PANELS



PAINT FINISH



RENDER FINISH TO RETAINING WALLS



9 TINTED FRAMELESS GLASS BARRIER



FASCIA



11 PERSPEX (OR SIMILAR) SIGNAGE / ARTWORK (INDICATIVE ONLY)

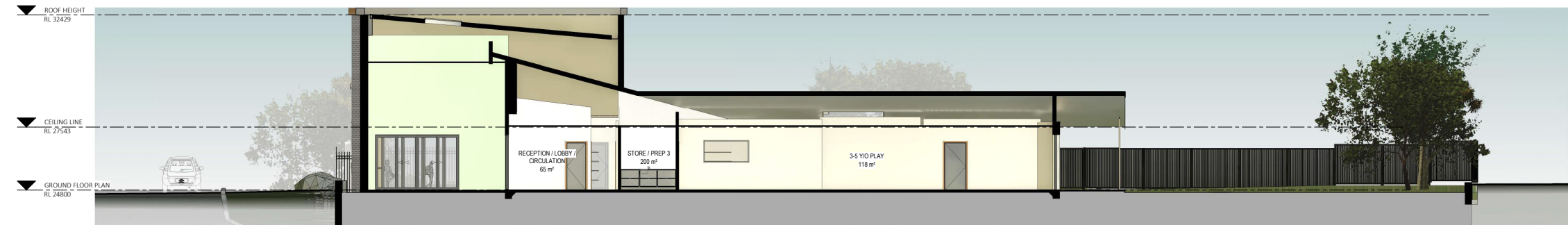


Attachment 2

REV	DESCRIPTION	DATE
A	ISSUE FOR DA (REVIEW)	03/03/2022
B	ISSUE FOR DA	17/03/2022
C	DA COUNCIL RFI	24/06/2022
D	RE-ISSUE FOR DA	12/07/2022



1 SECTION A  
1 : 100



2 SECTION B  
1 : 100

SHEET STATUS:  
RE-ISSUE FOR DA

- NOTES:
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DESIGNER



CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
SECTIONS

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 100
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-301	D	

**Attachment 1A****Marius Le Grange**

---

**From:** Nathan Stewart <Nathan.Stewart@rowegroup.com.au>  
**Sent:** Wednesday, 18 May 2022 1:24 PM  
**To:** Asha Logan  
**Cc:** Marius Le Grange  
**Subject:** RE: DA10311 - Request for Extension of Time - JDAP - Proposed Child Care - Lot 9507 Berthold Street ORELIA (JobRef: 9446)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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---

Hi Marius and Asha,

Rowe Group acts on the behalf of the landowners at Lot 9507 Berthold Street, Orelia (**the subject site**). Our Client have asked us to prepare and lodge a Development Application for a 'Child Care Premises' at the subject site.

This Development Application was lodged on 13 April 2022. On 6 May 2022, the City of Kwinana (**the City**) advised Rowe Group of several issues it had identified which included:

1. *Validity of the Detail Area Plan to determine the permissibility of the Child Care Centre.*
2. *LDP requirement for a Gateway Design (minimum two-storey height requirement)*
3. *Traffic Circulation and Parking Layout*
4. *Noise Impact Assessment*

Please find attached our response to point 1. above:

There is a Detail Area Plan (**DAP**) over the subject site, known as 'Lot 503 – Berthold Street, Orelia' (please see attached). In our correspondence with the City, we were advised by the City that they were unable to find any evidence of the local structure plan and/or Scheme Amendment being finalised. This matter was dealt with as part of a previous Development Application relating to Lot 503 (No. 2) Berthold Street, Orelia.

In a Responsible Authority Report (**RAR**) prepared by the City to a JDAP meeting on 4 April 2019, the following is stated (underline is Author's emphasis):

*In 2013, the City initiated and adopted a Scheme Amendment and Local Structure Plan (LSP) to guide the development of the site. The Scheme Amendment introduced a development area over the site to provide specific land use and development control provisions for the site which included specifying particular land uses and requiring development to meet certain built form objectives.*

*The WAPC considered both the Scheme Amendment and LSP and took the view that together the documents were too prescriptive, and not required given the size of the site. The amendment and LSP were subsequently not pursued against the desire of City Officers who preferred the greater statutory weight and authority which the amendment in particular would have provided for land uses and development control.*

*On advice from the WAPC, Council subsequently adopted a Detailed Area Plan (DAP - currently now referred to as Local Development Plans) over the site in July 2015 (refer Attachment 19), which includes objectives for the site and many of the land use controls and development requirements previously included in the Scheme Amendment and LSP.*



## Attachment A

*The DAP (in conjunction with the R-Codes) is the primary document which controls the planning and development objectives for the site alongside other parts of the City's Local Planning Scheme No 2 (LPS 2) and the WAPC's Residential Design Codes (which apply unless varied by the DAP). Under the changes to planning legislation introduced by the State Government in October 2015 (Planning and Development (Local Planning Schemes) Regulations 2015), reg. 59 notes that 'A decision maker for an application for development approval in an area that is covered by a local development plan that has been approved by the local government must have due regard to, but is not bound by, the local development plan when deciding the application'.*

City Officers are obliged to consider the application against the provisions of the Master Plan, LPS 2 (including the DAP), and, the R-Codes.

We think it is pretty clear that the DAP is relevant in this instance and is the applicable planning document given the history explained above.

The DAP identifies 'Child Care Premises' as a 'Permitted' use at the subject site. The DAP is a council adopted document (see attached Minutes from 8 July 2015). Therefore, the land use is a 'Permitted' use at the subject site and cannot be refused on the basis of use alone. We make this point in the context of the meaning of the 'P' symbol in Local Planning Scheme No. 2 (**LPS2**):

*"P" A use that is permitted provided it complies with the relevant standards and requirements laid down in this Scheme and all conditions (if any) imposed by the Council in granting planning consent;*

We trust this information clarifies the matter for Item 1.

We are currently reviewing the acoustic issue (Item 4) and will respond shortly. We will respond to the building height and architectural design issue (Item 2) and access comments (Item 3) when the City provides the comments from the independent architect review.

Please feel free to contact the undersigned to discuss further.

Regards,

**Nathan Stewart**  
Senior Planner



T: 08 9221 1991  
M: 0447 168 980  
E: [Nathan.Stewart@rowegroup.com.au](mailto:Nathan.Stewart@rowegroup.com.au)  
W: [www.rowegroup.com.au](http://www.rowegroup.com.au)  
Level 3 369 Newcastle Street, Northbridge WA 6003



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**From:** Asha Logan <[Asha.Logan@kwinana.wa.gov.au](mailto:Asha.Logan@kwinana.wa.gov.au)>  
**Sent:** Monday, 9 May 2022 1:48 PM

## ATTACHMENT A

**To:** Nathan Stewart <Nathan.Stewart@rowegroup.com.au>

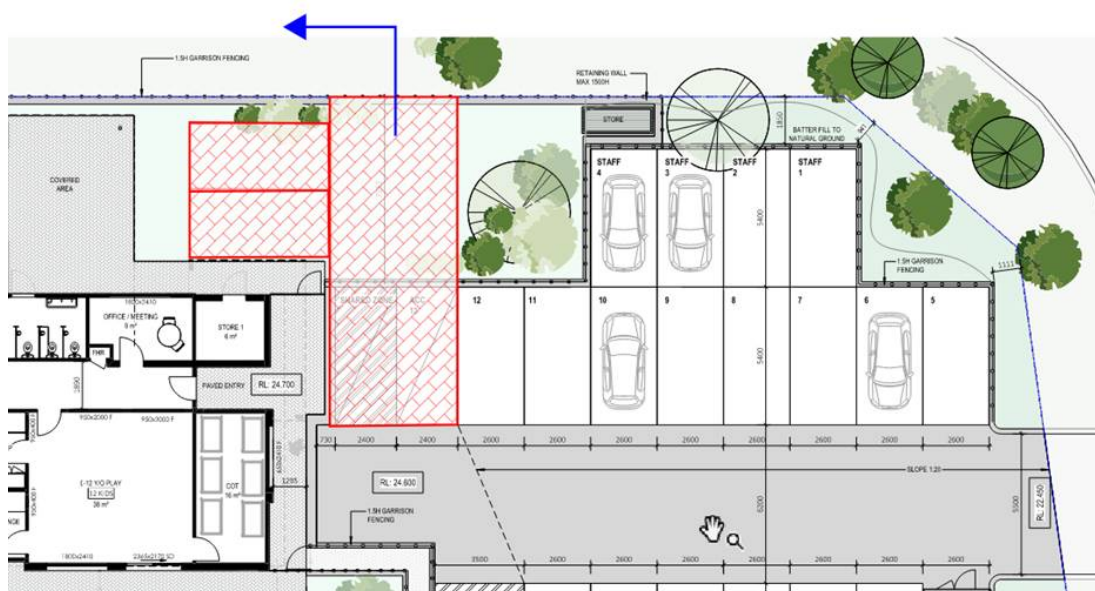
**Cc:** Marius Le Grange <Marius.LeGrange@kwinana.wa.gov.au>

**Subject:** RE: DA10311 - Request for Extension of Time - JDAP - Proposed Child Care - Lot 9507 Berthold Street  
ORELIA (JobRef: 9446)

Hi Nathan,

Please see below responses to the points raised in your email:

1. Noted.
2. Yes, we will provide the outcome of the design review as soon as this is completed.
3. The City's Engineering staff are currently reviewing the proposal and we will forward through their full comments once received. Preliminary advice at this stage concerns the potential for the proposal to create offsite traffic and parking congestion issues due to a lack of adequate onsite traffic movement and circulation. It is suggested that you investigate a secondary access point to allow for onsite circulation, such as a left-out onto Berthold Street as indicated below (note that parking may be accommodated to the left of the accessway, but not to the right if this will obstruct sightlines):



4. See earlier email from today (attached).

Thanks,

## Attachment B

**Asha Logan**

Coordinator Statutory Planning

P 08 9439 0427 | M 0455 489 188

A Corner Gilmore Ave &amp; Sulphur Rd, Kwinana WA, 6167

P PO BOX 21, Kwinana, WA, 6966



The City of Kwinana acknowledges the Traditional Custodians of the land in which we live, work and play, the Nyoongar people, and we pay our respect to Elders past and present.

**From:** Nathan Stewart <[Nathan.Stewart@rowegroup.com.au](mailto:Nathan.Stewart@rowegroup.com.au)>

**Sent:** Monday, 9 May 2022 11:33 AM

**To:** Marius Le Grange <[Marius.LeGrange@kwinana.wa.gov.au](mailto:Marius.LeGrange@kwinana.wa.gov.au)>

**Cc:** Asha Logan <[Asha.Logan@kwinana.wa.gov.au](mailto:Asha.Logan@kwinana.wa.gov.au)>; Kwinana Planning Team <[Planning.Team@kwinana.wa.gov.au](mailto:Planning.Team@kwinana.wa.gov.au)>

**Subject:** RE: DA10311 - Request for Extension of Time - JDAP - Proposed Child Care - Lot 9507 Berthold Street ORELIA (JobRef: 9446)

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Hi Marius,

Our Client has agreed to the 7-day extension of time in order to get this matter to the July Council meeting.

In relation to the issues you have identified, we provide the following:

**1. Validity of the DAP to determine the permissibility of the Childcare Centre**

- We will provide additional justification to this point as soon as possible.

**2. LDP Requirement for a Gateway Design**

- We understand the City has forwarded the proposal to an architect to undertake an independent design review.
- Can you please provide the architect's comments as soon as possible so we can respond?

**3. Traffic Circulation and Parking Layout**

- In your email you have advised that the City will provide further comments and design considerations.
- Can you please provide this advice as soon as possible so our traffic consultant can review and respond?

**4. Noise Impact Assessment**

- In your email you have advised that the City will provide further information on the elements that require reassessment and clarity.



**Attachment A**

- Can you please provide this advice as soon as possible so our acoustic consultant can review and respond?

We will respond to point 1 above as soon as possible. In the meantime, can you please provide the additional information referred to in your email so we can review and respond as soon as possible.

Regards,

**Nathan Stewart**  
Senior Planner



T: 08 9221 1991  
M: 0447 168 980  
E: [Nathan.Stewart@rowegroup.com.au](mailto:Nathan.Stewart@rowegroup.com.au)  
W: [www.rowegroup.com.au](http://www.rowegroup.com.au)  
Level 3 369 Newcastle Street, Northbridge WA 6003



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**From:** Marius Le Grange <[Marius.LeGrange@kwinana.wa.gov.au](mailto:Marius.LeGrange@kwinana.wa.gov.au)>

**Sent:** Friday, 6 May 2022 3:16 PM

**To:** Nathan Stewart <[Nathan.Stewart@rowegroup.com.au](mailto:Nathan.Stewart@rowegroup.com.au)>

**Cc:** Asha Logan <[Asha.Logan@kwinana.wa.gov.au](mailto:Asha.Logan@kwinana.wa.gov.au)>; Kwinana Planning Team <[Planning.Team@kwinana.wa.gov.au](mailto:Planning.Team@kwinana.wa.gov.au)>

**Subject:** DA10311 - Request for Extension of Time - JDAP - Proposed Child Care - Lot 9507 Berthold Street ORELIA

#### **DA10311 - JDAP Child Care - Lot 9507 Berthold Street ORELIA**

Thank you for your submission of the above application. As discussed, the City's RAR report for this application is due to the JDAP on 7 July. In order to meet this deadline, City staff would need to present a report to the Council meeting scheduled for 22 June, however the internal reporting timeframes to meet this date are at the end of this month, which does not allow sufficient time to address the key issues identified in the assessment of the application to date. Advertising for the application is expected to close on the 30<sup>th</sup> May 2022.

In light of the above, City staff request a one week Stop the Clock extension of time to **14 July 2022**, to allow more time to address these issues with the aim to present the item to the 13 July OCM instead.

It would be greatly appreciated if you could confirm your agreement to the Stop the Clock extension at your earliest ability, but no later than midday (12pm) on Friday 13 May. If you can please provide a response to planning Team and Asha Logan (Coordinator Statutory Planning) CC'd into the email

The following issues have been identified to date, and require further consideration prior to City staff making a recommendation on the proposal:

1. Validity of the DAP to determine the permissibility of the Child Care Centre.

## Attachment A

- Currently I have done some preliminary research on the site in regards to previous structure planning. The City in consideration of the lot did not finalise a LSP / Scheme Amendment. Given the absence of this structure plan / scheme amendment over the “Development” zone, the validity of the DAP to determine the “P” is currently a point of contention. I will require further time to review previous decisions on the site in depth to determine how the assessment would need to advise this and its implications on the development application.
2. LDP requirement for a Gateway Design (minimum two-storey height requirement)
    - One-storey proposed in variation to the LDP. In regard to the proposal presenting as two-storey development, an improved design response is requested to address the LDP
    - City staff will seek to undertake an independent Design Review from an architect in order to assess the proposal against *SPP 7.0 – Design of the built environment*
  3. Traffic Circulation and Parking Layout
    - City staff have identified that the proposed traffic movement, entry and parking arrangement has potential to have an adverse effect on the existing and future residential area and surrounding local roads. City staff will provide further comments and design considerations moving forward. Note that an updated TIS will be required if a design change is adopted.
  4. Noise Impact Assessment
    - The Environmental Health team have identified that the submitted Noise Impact Assessment provides some assumptions about the surrounding neighbouring properties, further detailed information will be provided on the elements that require reassessment and clarity.

The City will provide a finalisation of a request for further information and in-person meeting to discuss the application further.

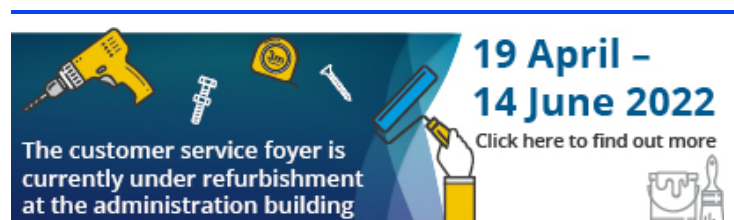
If you have any queries, please do not hesitate to contact me on the undersigned details.

Kind Regards



**Marius Le Grange**  
Statutory Planning Officer

P 08 9439 0448  
A Corner Gilmore Ave & Sulphur Rd, Kwinana WA, 6167  
P PO BOX 21, Kwinana, WA, 6966



The City of Kwinana acknowledges the Traditional Custodians of the land in which we live, work and play, the Nyoongar people, and we pay our respect to Elders past and present.

## Attachment 3B

City of Kwinana Comments		
Lot 9507 Berthold Street, Orelia – Proposed Early Learning Centre		
Item	City of Kwinana Comment	Applicant Response
<b>1. Design Review Recommendations</b>		
<u>Context and Character</u>		
1.	Consider deleting or relocating the tandem car bays in the northeast corner to better allow for the accommodation of additional landscape to mitigate the visual impact of car parking on the public domain.	The relocation of the tandem bays to the southern side would result in the movement of the crossover closer to the bend along Berthold Street. Maintaining the tandem bays as they are, as well as the crossover is a better planning outcome for vehicles and pedestrians.
<u>Landscape Quality</u>		
1.	The Proponent is encouraged to appoint a landscape professional and develop a detailed and considered landscape response that addresses the arrangement and selection of local and native plant species.	<p>We acknowledge the importance of engaging a suitably qualified landscape architect. The developer is committed to engage a landscape architect to prepare a detailed landscape plan, however they will not be engaged until there is a more certainty around the proposed development (i.e. there is a Development Approval in place).</p> <p>Therefore, we recommend that the following draft condition relating to the provision of a detailed landscape plan be included on any recommendation provided by the City of Kwinana <b>(the City)</b> to the Metro Outer Joint Development Assessment Panel (JDAP):</p> <p><i>Prior to the issue of a building permit, a detailed landscape plan shall be submitted and approved by the City, indicating detail of the proposed vegetation including plant sizes, plant species, number of plants and irrigation system. Vegetation in proximity to the bend in Berthold Street is to have a maximum height of 0.75m to assist with sightlines for vehicles using Berthold Street.</i></p> <p>The project traffic engineer, Cardno, has recommended that the vegetation in proximity to the bend in Berthold Street have a maximum height of 0.75m in order to assist with maintaining sightlines for vehicles using Berthold Street. The wording of the proposed draft conditions ensures this.</p>
2.	Consider deleting or relocating the tandem car bays in the northeast corner to better allow for the accommodation of additional landscape to mitigate the visual impact of car parking on the public domain.	Please refer response to Context and Character – Item 1.
<u>Functionality and Build Quality</u>		



## Attachment 3B

City of Kwinana Comments		
Lot 9507 Berthold Street, Orelia – Proposed Early Learning Centre		
Item	City of Kwinana Comment	Applicant Response
1.	Illustrate where plant equipment including AC condensers and hot water are to be located. Illustrate how the equipment is to be fully screened from the public and private domain.	The architectural drawings have been updated to identify the locations of the AC condenser units.
<u>Amenity</u>		
1.	Consider incorporating operable roof lights to years 1-2 and 0-12 rooms to facilitate cross ventilation and access to direct north light.	We have incorporated a Velux style operable skylight system along the southern side of the roof to permit more sunlight penetration into the playrooms.
2.	Consider introducing a window to the south elevation of the cot room to allow for cross ventilation.	We have included a highlight window to the southern elevation of the cot room.
<u>Legibility</u>		
1.	Check the spatial allowance for a reversing vehicle from the ACROD car bay.	The pedestrian ramp has been moved south to ensure a 6m wide reversing space for vehicles using the ACROD bay.
2.	The main entry to the facility requires reconsideration.	We have added some additional signage to the entrance of the building facing Berthold Street to improve wayfinding for visitors. We have also extended the awning over this area, in order to create a greater entry statement.
3.	Consider how pedestrian access to the front door from the public domain might be improved in relation to legibility, connectivity, visibility and safety?	We have included a pathway along the eastern boundary, which connects to the pedestrian ramp from the street. We have also moved the location of the Bin Store to improve visibility for the pedestrian access link from the street.
4.	Consider how the entry reveal might become more visible and generous in width to support two-way pedestrian traffic, prams and pushchairs.	<p>The pedestrian ramp is 1.0m wide, with a handrail on the southern side and short wall on the north. Wheel stops are to be install on the parking bays adjoining the ramp to prevent vehicles encroaching into the ramp area.</p> <p>We expect that the large majority of people to arrive at the centre by private vehicle. These visitors will park within the car park and walk to the entrance of the building through the car park. Indicative pedestrian walkways/linemarking through the car park is shown on the architectural drawings. Visitors who have a pram or other device that arrive by private vehicle will have unimpeded access to the front of the building from the car park.</p> <p>For the minority of visitors who arrive by walking, will be arrive by the dedicated pedestrian path from Berthold Street which connects to the ramp. We expect that the majority of visitors</p>

## Attachment 3B

City of Kwinana Comments		
Lot 9507 Berthold Street, Orelia – Proposed Early Learning Centre		
Item	City of Kwinana Comment	Applicant Response
		to the site will arrive by private vehicle. The proposed ramp width is sufficient for the reduced level of foot traffic to and from the site.
5.	Consider how visitors and families access the front door from their cars without having to utilise the vehicle driveway and negotiate parking and reversing vehicles.	<p>The car park will contain pedestrian walkways/linemarking along the staff parking side (northern side of the car park) which will allow pedestrians to walk through the aisle. The identification of the northern row of parking for staff parking only means that visitors only need to be mindful of vehicles entering and exiting the site from the southern row of parking bays. The addition of the pedestrian walkways/linemarking along the northern row of parking bays (from which cars will not be entering and exiting during peak times for the centre) will provide an additional level of safety for pedestrians.</p> <p>We are of the view that this is a commitment that is above and beyond what is normally provided within childcare developments. Developments that have large car parking areas (such as shopping centres) generally do not provide dedicated pedestrian walkways from every car parking bay.</p> <p>Additionally, it is our view that the proposed development does not generate a high level of traffic movements which would warrant the need for this sort of response. However, we understand the concerns raised and have been instructed to provide the dedicated pedestrian walkways/linemarking within the car park.</p>
<u>Safety</u>		
1.	Consider how visitors and families access the front door from their cars without having to utilise the vehicle driveway and negotiate parking and reversing vehicles.	Please refer response to Legibility – Item 5.
<b>2. Engineering Comments and Recommendations</b>		
a.	The current parking standard based on the number of staff and children to attend the site is calculated to be at a 6 bay short fall. The provision of 17 staff and 19 bays provides only the provision of 2 drop off bays. Our engineering department have calculated there is an ability to provide 3 additional bays to the site. An alteration to the bin store and 2 additional tandem bays will provide this requirement.	In our pre-lodgement discussions with the City, we were advised that the City did not have a specific car parking requirement for childcare developments. As a result, we were instructed to assess the proposed development against the parking requirement contained in the Western Australian Planning Commission ( <b>WAPC</b> ) Planning Bulletin 72/2009 – Child Car Centres ( <b>Planning Bulletin</b> ). The Planning Bulletin specifies that for childcare developments, parking should be provided for staff and visitors at a rate of 1 parking bay per 5 children.

## Attachment 3B

City of Kwinana Comments Lot 9507 Berthold Street, Orelia – Proposed Early Learning Centre		
Item	City of Kwinana Comment	Applicant Response
		The proposed development will have up to 89 children, therefore requiring 18 bays. A total of 19 bays are provided. Therefore, the proposed development is compliant with the relevant parking requirement.
b.	The marking/change of the loading/drop off bay to be altered to a reversing bay/loading bay.	The architectural drawings have been updated to change the linemarking of the 'Loading / Drop Off Bay' to read 'Reversing Bay/Loading Bay'.
c.	The internal marking of bays to distinguished between staff and drop off/visitors bays.	The architectural drawings have been updated to identify staff and parking bays. Please note, the parking bays along the northern side of the car park will be used for staff only.
d.	Internal modification is required to include a pedestrian access way from eastern and northern aspect of the site.	A pedestrian access from Berthold Street (east) is provided. However, as mentioned previously, the majority of visitors to the centre will travel to and from the site by private vehicle. The lack of residential housing immediately to the north, and the location of the adjoining school to the east means it is unlikely visitors will come to the site from the north. In addition, there was an existing footpath along the northern verge area of the site. However, this has been removed in 2019. Therefore, we believe this northern pedestrian accessway would be underutilised and unnecessary.
e.	A foot path is to be provided to the northern verge area to allow adequate access from Gilmore Avenue for any pedestrians.	Please refer response to d. above. Should visitors to the centre walk from the western side of Gilmore Avenue, these visitors can utilise the existing footpath network on Gilmore Avenue which connects to the northern side of Berthold Street. The path then heads east and south on Berthold Street. There is a paved landing between on-street parking bays which can be used to gain access to the proposed path and ramp to the centre on the western side of Berthold Street. Since the majority of visitors to the centre are expected to arrive by private vehicle, we are of the view that the existing footpath network is sufficient for this development and there is no need or nexus for the provision of an additional path on the northern verge area. As a result, we believe this northern pedestrian access way is also unnecessary.
f.	The internal car parking levels currently indicate a 9% grade difference where the drawings indicate a 1:20 ratio, please provide amended levels to comply with AS2890.1	The architectural drawings have been updated to ensure compliant gradients are provided within the car park. A section of the car park is provided within the architectural drawings.

## Attachment 3B

City of Kwinana Comments		
Lot 9507 Berthold Street, Orelia – Proposed Early Learning Centre		
Item	City of Kwinana Comment	Applicant Response
g.	Please provide civil drawings indicating the parking bay levels to the satisfaction of AS2890.	Please refer response to f. above.
h.	All changes to the parking layout should be reflective within the TIS document.	The Traffic Impact Statement has been updated to reflect the updated architectural drawings.
<b>3. LDP Provisions</b>		
a.	<p>“Gateway Design” – DAP 2 Berthold Street, Orelia. The City’s administration currently is not supportive of the design as it does not satisfy the intent of the DAP’s “gateway” area</p> <ul style="list-style-type: none"> <li>i. The development is not 2 storey as per clause 12.</li> <li>ii. The lack of two storey design does not promote visual surveillance as per the requirements of Clause 22.</li> <li>iii. No landscaping plan has been provided to enable an assessment of clause 24.</li> </ul>	<p>An additional height of 1.5m was added to the building at the corner of Berthold Street and Gilmore Avenue. Additionally, windows have been added to these upper portions, in order to break up the façade. The windows facing Berthold Street and Gilmore Avenue provides passive surveillance to the street.</p> <p>The tower will have an overall height of approximately 8m when viewed from the street. The remainder of the building has a height of approximately 6m, equivalent to a two storey building.</p> <p>Fill is required on the western side in order to maximise the height of the building to Gilmore Avenue and Berthold Street and present a tower / landmark feature at this corner. The proposed heights are consistent with the two storey building height requirement set out in the Lot 503 – Berthold Street, Orelia Detail Area Plan (<b>the DAP</b>). In order to ensure compliance with the maximum permitted gradient levels to the car park and pedestrian ramps from Berthold Street, the amount of fill and finished floor levels of the building cannot be increased further. It has been maximised as much as possible.</p> <p>Furthermore, the height of the sections of the building either side of the corner tower has been increased in height. Additional highlight windows have been installed to the upper portions of the building where possible. These factors make the building appear as a two storey building and therefore meet the intent of the DAP.</p> <p>In relation to landscaping, please refer response to Landscape Quality – Item 1.</p>
b.	It is strongly suggested that you consider incorporating any architectural and/or design features to achieve greater building height and visual interest at the corner. Such as using roof form, vertical emphasis, articulation/architectural detail, and/or building mass to express different vertical elements (e.g. a 'base', 'middle' and 'top').	<p>The proposed development incorporates signage and artwork on the corner of the building. The corner tower element will be constructed of masonry brick and incorporates highlight windows (horizontal treatments) and vertical beams on the truncation of the building. These elements create an emphasis at the corner of Gilmore Avenue and Berthold Street.</p>



## Attachment 3B

City of Kwinana Comments		
Lot 9507 Berthold Street, Orelia – Proposed Early Learning Centre		
Item	City of Kwinana Comment	Applicant Response
c.	Also, provide elevations plans that show the proposed bulk and height of the development in the context of existing approved development within the survey-strata, as viewed from the street.	Please see the massing model attached to the amended Development Plans.
<b>4. Internal Design Recommendations</b>		
a.	As mentioned above the inclusion of a revised internal parking layout is to be considered with strong pedestrian access links between the northern and eastern area of Berthold street.	Please refer response to Context and Character – Item 1., Legibility – Items 1., 3. and 5. and Engineering Comments and Recommendations.
b.	The relocation of the bin store to the northern area of the site to enable safe collection of the rubbish in lieu of placement to the east. The City does not support the collection of the rubbish on the eastern corner of Boston Loop and Berthold Street.	The bin store has been relocated to the northern side of the car park as requested. Please refer the updated architectural drawings.
c.	Given the levels of the Gilmore Avenue, the City recommends increasing the lot's FFL to reduce the amount of cut currently proposed. The FGL of Gilmore is 25.55 to 25.65 the current site indicates a total level of 24.7 (total difference of 0.95m) this will assist with the levels of the internal carparking as mentioned and also with providing a more interactive streetscape outcome towards Gilmore Avenue.	Increasing the FFL to 25.65 may remove the need for cut and retaining walls along the Gilmore Avenue side of the building. However, this would negatively impact the car park design and gradients, as it will not achieve the required grade in the car parking area.  Furthermore, this would cause a significant level difference from the crossover location at RL22.12 to RL23.45. As this issue cannot be resolved with the introduction of stairs and ramping to the entry, increasing the FFL to 25.65 is not viable.  Therefore, the proposed finished levels are unchanged.
d.	It is requested that you submit a set of revised development plans that address the above design and functional issues, as well as updated TIS, Acoustic Assessment and WMP as necessary.	Please see attached documentation.

**Attachment 3C****Marius Le Grange**

---

**From:** Nathan Stewart <Nathan.Stewart@rowegroup.com.au>  
**Sent:** Wednesday, 13 July 2022 3:14 PM  
**To:** Marius Le Grange  
**Cc:** Jay Sarmadi; 'Malek Vahdat'; Asha Logan; Alicia Abbott  
**Subject:** Car Parking, Waste Management, "Gateway" and Footpath Responses - JDAP - Proposed Child Care - Lot 9507 Berthold Street ORELIA (JobRef: 9446)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**WARNING: This email has originated outside your organisation. Please ensure you trust this sender and are expecting this email before clicking on any links or attachments.**

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Hi Marius,

We write in relation to your Friday 1 July 2022 email correspondence which request additional information from the Applicant of the proposed childcare centre development at Lot 9507 Berthold Street, Orelia. In particular, we write in relation to the request for a Parking Management Plan from the operator to demonstrate that the proposed parking is sufficient for staff and visitors. In addition, we write in relation to the commitment that we gave at our Thursday 30 June 2022 meeting to review the parking supply at the site and whether any additional parking can be provided.

Firstly, in relation to the parking supply at the subject site, we have reviewed the car park layout and determined we can provide an additional two (2) car parking bays, bringing the total parking supply to 21 bays – including 13 bays for staff, seven (7) bays for visitors and one ACROD bay. There is also a loading/reverse bay.

Secondly, in relation to the request for a Parking Management Plan, there is no parking requirement for the 'Child Care Centre' land use in the City of Kwinana Local Planning Scheme No. 2 (**LPS2**) nor is this contained in any local planning policy. Therefore, we were advised by the City prior to lodgement to assess the proposal against the parking requirement contained in the WAPC Planning Bulletin 72/2009 (**the Planning Bulletin**) which relates to childcare centres. The Planning Bulletin states **parking for staff and visitors should be provided at a rate of one car parking bay per five children**. Considering that the proposal can cater for 89 children, this requires a total 17.8 (18) car bays **for staff and visitors**.

As per the previous comment above, we have reviewed the car park layout and determined that we can provide an additional two (2) car parking bays, bringing the total parking supply to 21 bays – including 13 bays for staff, seven (7) bays for visitors and one ACROD bay. On this basis, we exceed the parking requirements contained in the Planning Bulletin by four (4) bays. Our view is that the Planning Bulletin should be given due regard in the decision-making process – as set out below.

Table 5 of State Planning Policy No. 1 – State Planning Framework (**SPP 1**) (attached) identifies Planning Bulletin as a Guideline. Section 3(f)(v) of SPP 1 states the following about Guidelines:

*Provide detailed guidance on the application of Commission policies.*

Therefore, it is my view that the Planning Bulletin sits at the bottom of the State Planning Framework as illustrated in Figure 1 of SPP 1 (attached).

As to the weight that should be given to the Planning Bulletin, this becomes clearer on my reading of Sections 3.1(a), (e) and (f) of SPP 1 which read as follows (underline and bold is Author's emphasis):

**a) The Commission and local governments must have due regard to the provisions that form part of this Framework in preparing planning schemes and planning decision making.**

## Attachment 3C

e) **Each instrument listed shall be called a provision for the purposes of this State Planning Policy.**

f) **The provisions include** State Planning Policies; Regional and Sub-regional Strategies; Operational Policies; Position Statements; and **Guidelines**:

Clause 67(c) of Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015 (the Planning Regulations)* states that the local government is to have due regard to “any approved State planning policy”, including SPP 1.

On this basis it is my view that the decision maker is required to show due regard to the provisions of SPP 1 as required by Clause 67 of the Planning Regulations, which includes through Sections 3.1(a), (e) and (f) of SPP 1 the provisions of the Planning Bulletin in the determination of this Application.

At our meeting of Thursday 30 June 2022, we were advised by the City that its engineers were of the view that one bay would be required for each staff member. There is no where within the relevant planning framework that states this requirement.

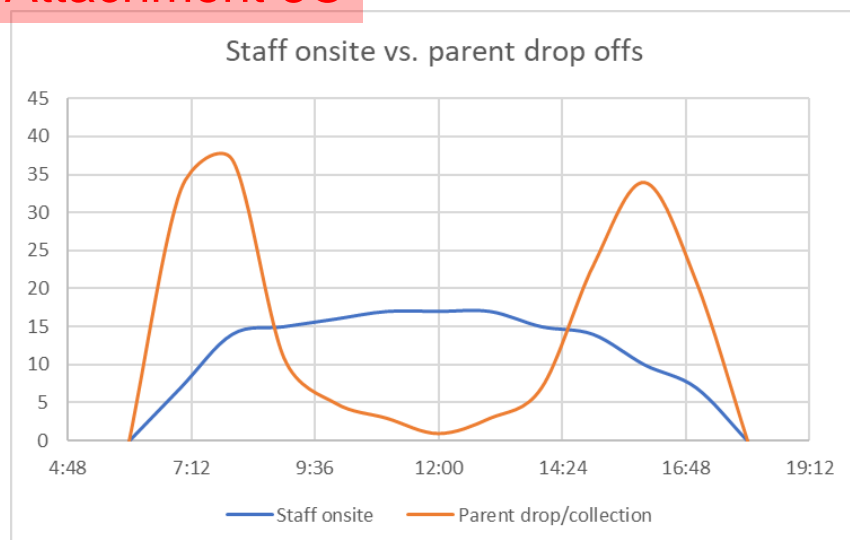
Additionally, it is our view that the requirement of one bay per staff is not appropriate in this instance given there is a parking requirement contained in the Planning Bulletin that already considers the need for staff parking within the requirement.

In this respect, it is our position that the proposal is compliant with the relevant car parking standard that is specified within the Planning Bulletin which falls under the relevant planning framework through SPP 1. **There is in fact a surplus of four (4) bays.**

Notwithstanding this position, we are advised by the childcare operator of the proposed development that the following initiatives will be promoted by the operator in the day-to-day operation of the centre:

- All parking bays will be allocated and line marked appropriately as per the development drawings. This includes a total of seven (7) bays for visitors and 13 bays for staff.
- Staff will be instructed not to park within the visitor bays.
- For staff who are not allocated a parking bay, they will be encouraged to take alternative forms of transport to and from the site, such as public transport, car pooling with other staff who have a parking bay, cycling or walking. The operator has advised Rowe Group that many staff will live locally and will likely walk or cycle to the site. Additionally, the operator has advised that a number of parents may walk to and from the centre to drop off / collect children and this happens at most centres located centrally, like this one.
- Buses on Gilmore Avenue operate every 15 minutes (approximately) on Monday to Friday. The nearest bus stop on Gilmore Avenue (southbound) is 160m south of the site and on Gilmore Avenue (northbound) is 96m north west of the site.
- The operator has three (3) other centres near this site and again staff will be encouraged to carpool where required between the centres.
- The operator has advised also that not all staff will be present at the centre at all times. The number of staff present at any given time will vary commensurate with the number of children enrolled each day. The maximum staff present will be 17, assuming the premises is operating at full capacity. Typically, this is not the case and fluctuates throughout the day with the following breakdown:
  - The operator has provided the following graph to illustrate the parent drop off / collection in the context of staff on-site. As can be seen below, the staff numbers rise to a maximum of 17 outside the peak period for the parent drop off / collection times. These will not conflict.

## Attachment 3C



In relation to the footpath and the City's comment about a footpath on the southern side of Berthold Street. As explained in our meeting last week, we do not think it is an appropriate outcome in this location for several reasons:

- At its narrowest point, the verge on the southern side of Berthold Street is only approximately 2.2m wide. The existing footpath on the northern side of Berthold Street is approximately 2.1m wide. If a similar standard footpath were to be constructed, it would barely fit within the available verge.
- We understand that the footpath would primarily provide access to the proposed childcare centre. Given the limited space within the verge and the likely width of the path, this would bring parents walking their children quite close to the road bitumen at the corner of Berthold Street which may be unsafe.
- There is an existing side entry pit on the southern side of Berthold Street that may require modification if the path is constructed.
- The intent was to provide some planting within the verge at the corner of Berthold Street. The planting would need to be removed if the footpath was to be constructed.

As a result, pedestrians coming to and from the site from the western side of Gilmore Avenue will use the existing footpath crossing at Gilmore Avenue, walk north on the eastern side of Gilmore Avenue, cross at Berthold Street and turn east on the northern side of Berthold Street. There is a paved landing on the eastern side of Berthold Street between existing parallel parking bays directly opposite the proposed pedestrian entrance of the subject site. It is proposed to construct a ramp in the existing landing on the eastern side of Berthold Street to encourage safe pedestrian movements into and out of the site.

In relation to the City's comment on the Waste Management Plan, this has been amended to correct the formatting error and to account for the modifications and relocation of the bin store as a result of the review of the car park layout. Please refer attached.

In relation to the City's comments on the "gateway precinct" provisions contained within the Lot 503 Berthold Street, Orelia Detail Area Plan (DAP), we have previously increased the building height of the tower at the corner of Gilmore Avenue and Berthold Street from approximately 6.1m to approximately 7.6m. Following our meeting, we now propose to also include public artwork on the northern elevation of the tower structure. The indicative artwork location is indicated on the updated architectural drawings. The artwork will be most visible for people driving south on Gilmore Avenue towards the Kwinana Town Centre. The combination of the building height and the artwork will solidify the tower as the gateway to the precinct and the Kwinana Town Centre, consistent with the requirements in the DAP.

In relation to the public art, we recommend the following draft condition for the City's consideration:

*The applicant shall make a contribution to public art to the sum of \$21,000.00, consistent with the requirements of the City of Kwinana's Local Planning Policy No 5; Development Contribution*



**Attachment 3C**

*towards Public Art. The artwork is to be integrated into the building design to the satisfaction of the City of Kwinana.*

The documents that are indicated to be attached can be downloaded from the following link:

<https://www.dropbox.com/s/qmlsybe5g0zqup9/Updated%20DA%20Package.zip?dl=0>

We are currently having the traffic and acoustic reports updated based on the latest drawings. We will provide these as soon as possible.

I trust the above information will mean this concerns around car parking, waste management, and the “gateway” and the footpath are resolved.

Please feel free to contact the undersigned to discuss further.

Regards,

**Nathan Stewart**  
Principal Town Planner

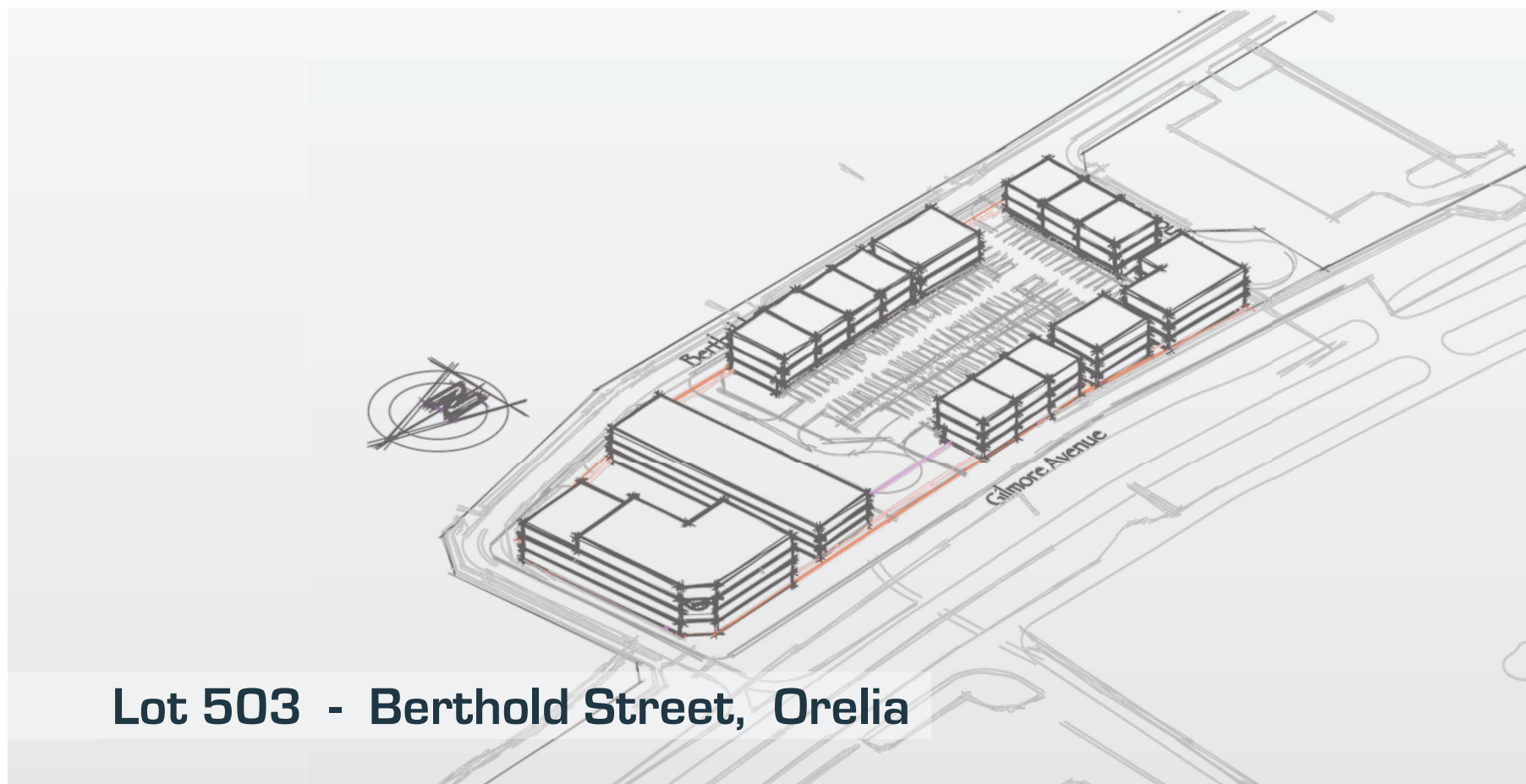


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[Rowe Group announces town planning team role changes](#)

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**Lot 503 - Berthold Street, Orelia**

# Detail Area Plan

July 2015



Commissioned by



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This Detail Area Plan was adopted under Clause 6.17 of the City of Kwinana Town Planning Scheme No 2 to clarify statutory provisions for potential commercial, institutional and residential uses. Highlighted text in this report references the statutory provisions on the plan and other design considerations should be applied to achieve a high quality development at this gateway locality for the Kwinana Town Centre.

*Detail Area Plan: 2 Berthold Street, Orelia*



**General:**

- Land Use Classification:**

- ### Gateway Provisions:





## INTRODUCTION

### Site Definition

The Site is defined as Lot 503 on DP 66459, located at 2 Berthold Street in Orelia. It measures 13,635m<sup>2</sup> in extent and enjoys street frontage onto Gilmore Avenue, Berthold Street and Handford Place.

### Purpose

The site is zoned 'Development' under the City of Kwinana Town Planning Scheme No 2 (TPS 2) and falls within the 'Educational Precinct' of the Kwinana Town Centre Master Plan and Design Guidelines.

The Kwinana Town Centre Master Plan and Design Guidelines acknowledges the site as being in excess of the educational requirements within the Educational Precinct. It promotes alternative uses to include commercial, institutional and residential, but does not offer any clarity on alternative land use controls.

1. This Detail Area Plan has been prepared under Clause 6.17 of the City of Kwinana Town Planning Scheme No 2 (TPS 2) to clarify statutory provisions for potential commercial, institutional and residential uses.

### Statutory Relationships

2. The provisions of the City of Kwinana's Town Planning Scheme no 2, the Kwinana Town Centre Master Plan and Design Guidelines and the Residential Design Codes (R-Codes) apply, unless varied by this Detail Area Plan.

3. Where there is conflict between these statutory documents and this DAP, the provisions under this DAP prevail to the extent of any inconsistency.

4. Minor variations to the requirements of the R-Codes and this Detail Area Plan may be approved by the City of Kwinana, subject to the objectives of this Detail Area Plan.

### Objectives

The objectives of the Detail Area Plan is to clarify commercial and mixed-use development opportunities as viable development options to:

- ✦ *Achieve a mix of predominantly commercial, institutional/ community uses to complement and support the regional function of the Kwinana Town Centre;*
- ✦ *Introduce high-density residential options within a safe environment with ready access to public transport; and*
- ✦ *Promote a high standard of urban design and architectural form for this gateway site and deliver built form outcomes that visually connects with surrounding streets.*

The statutory controls of this Detail Area Plan include land use provisions, development intensity and bulk and its connection to the surrounding land uses. This plan also addresses building articulation and orientation to achieve a high quality built form.





## DEVELOPMENT CONTROL CRITERIA

The site is located at the northern perimeter of the Kwinana Town Centre and does not functionally link to the town centre activities. It also does not have a strong relationship with the residential functions of Medina or Orelia. The uses for this site could therefore be flexible in terms of activities that support both the town centre and residential nature of the area, without “leaking” core city centre activities from the town centre. The site also presents a unique opportunity in that the use is unlikely to impact on the amenity of any lower intensity land uses.

Its strategic location, as a gateway site to the Town Centre, requires development of architectural merit to reflect the contemporary architecture of the surrounding town centre developments. This is likely to have the biggest influence on the development of the site in terms of the design outcome and the end uses.

The sloping nature of the site also offers opportunity for sub-basement parking from Berthold Street in a more cost efficient manner. This may require additional development potential to offset the cost associated with basement parking. The controls in the Detail Area Plan are defined in a flexible manner to allow more development bulk over the site.

### Land Use Classification:

The Kwinana Town Centre Master Plan and Design Guidelines indicates preference for alternative uses to the educational function of this precinct.

This Detail Area Plan provides clarity of these alternative uses, by incorporating commercial content for this “Development” zone.

5. The following table indicates the land use permissibility for this “Development” zone:

Permitted Use (P)	Use not permitted unless Council granted approval (AA)	Use not permitted unless Council granted approval after giving notice (SA)
<ul style="list-style-type: none"> <li>• Amenity Building</li> <li>• Child Care Centre</li> <li>• Civic Building</li> <li>• Educational Establishment</li> <li>• Grouped Dwelling</li> <li>• Laundry</li> <li>• Medical Clinic</li> <li>• Multiple Dwellings</li> <li>• Museum</li> <li>• Office &amp; Professional Office</li> <li>• Public Assembly (Place of Worship)</li> <li>• Public Utility</li> <li>• Public Worship</li> </ul>	<ul style="list-style-type: none"> <li>• Aged and/ or Dependent Persons Accommodation &amp; Dwelling</li> <li>• Commercial Hall</li> <li>• Consulting Rooms</li> <li>• Funeral Parlour</li> <li>• Health Studio</li> <li>• Home Occupation</li> <li>• Licensed Restaurant</li> <li>• Motel</li> <li>• Non-residential Health Centre</li> <li>• Private Hotel</li> <li>• Recreation facility, Private and Public Recreation</li> <li>• Private Utility</li> <li>• Public Amusement</li> <li>• Telecommunication Infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>• Dry Cleaning Premises</li> <li>• Holiday Accommodation</li> <li>• Hospital</li> <li>• Hotel</li> <li>• Veterinary Clinic</li> <li>• Veterinary Hospital</li> </ul>
		<p><b>Use will not be approved unless Council is satisfied that the proposed use will be dependent upon the predominant use of the land (IP)</b></p> <ul style="list-style-type: none"> <li>• Caretakers House/Flat</li> <li>• Car Park</li> <li>• Eating House</li> <li>• Local Shop</li> <li>• Shop</li> </ul>

Any use not listed in the above table is a use not permitted under the Scheme and includes, but is not limited to, Drive-In Takeaway Food Shop, Motor Repair Station, Petrol Filling Station, Service Station and Vehicle Sales.



### Gateway Provisions:

The Site is a gateway location to the Kwinana Town Centre and development should present as an entry into this business area. Built form of contemporary architectural merit should be pursued with buildings being orientated to define the corner of Gilmore Avenue and Berthold Street and establish a gateway location for the Kwinana Town Centre.

6. A 40m radius from the northeastern corner of the site defines the "Gateway" locality to serve as an entry statement into the Kwinana Town Centre.
7. The following uses will not be permitted within the gateway Locality:
  - Home Occupation
  - Laundry
  - Licensed Restaurant
  - Local Shop
  - Private & Public Recreation
  - Public Amusement
  - Shop
8. Building height may be increased to four (4) storeys to establish address to this gateway corner.

### Setbacks:

This Detail Area Plan promotes development to address the surrounding streets and relaxes all street setbacks for non-residential uses to 0m. Building address to Gilmore Avenue is critical for the site to present as an entry statement and a maximum setback of 10m applies along this street for any development.

Setbacks for residential development will be in accordance with the Residential Design Codes (R-Codes).

9. For all non-residential development, the building setback from all boundaries is 0m.
10. A maximum setback of 10m applies along Gilmore Avenue boundary.
11. Residential development to adhere to the setback requirements under the R-Codes (R80)

### Height:

The site slopes away from Glenmore Avenue and a minimum height of two storeys will be applied to ensure that the built form presents itself to this street.

The Town Centre is characterised by relatively low-rise buildings and a maximum height of three storeys applies to this site to avoid dominance over the core of the centre.

12. A minimum height of 2 storeys applies across the site with a maximum height of up to 3 storeys.
13. Height may be increased to four (4) storeys within the "Gateway" locality.

### Site Coverage:

The Site is located within the boundaries of the Kwinana Town Centre and a 100% site coverage will be permitted, provided that the statutory provisions and built form outcomes under this Detail Area Plan are also achieved.

14. A 100% site coverage may be permitted, provided that the development suitably addresses access, car parking, circulation, servicing and loading.

### Plot Ratio:

This DAP promotes built form address to Gilmore Avenue through minimum heights and 100% site coverage. A plot ratio of 2.0 will be applied in a flexible approach to achieve the built form outcomes, except for residential development not part of a mixed-use development form, which will be limited to a plot ratio of 1.0.

15. The maximum plot ratio of 2.0 applies to any development over the Site.
16. Should the Site or any subdivided portion thereof be used purely for residential purposes, not in a mixed-use development, a Plot Ratio of 1.0 shall apply to that residential portion.

### Density:

Residential content for this site should seek to offer alternative housing options in the form of higher density residential development, preferably in mixed-use arrangements. This Detail Area Plan therefore applies a Gross Residential Density of up to 80 units/ha (R80 Residential Coding). Group Housing development is not the preferred residential form and a minimum density will be applied for this use to improve land use efficiency.

17. A maximum density of R80.
18. A minimum density code of R40 applies to any Group Housing development.



### Parking:

All car parking will be provided in accordance with the design standards contained under the town planning scheme (TPS 2), whereas the parking standards under the R-Codes apply for residential uses.

In addition to car parking, the development will provide dedicated resident and visitor bicycle parking for residential development in accordance with the R-Codes. Bicycle parking for residents shall be secure. Dedicated bicycle parking for non-residential development should be provided at a ratio of 1 bicycle parking per 500m<sup>2</sup> of NLA. The provision of end user facilities will promote more sustainable transport options.

19. Car parking will be provided on-site in accordance with the Design Standards contained under TPS 2. Residential parking standards under the R-Codes apply.

20. No permanent long term parking is to be provided within the 10m setback from Gilmore Avenue and any parking in this area may only be used for purposes of stopping and drop-off.

21. Dedicated bicycle parking for residential development will be provided in accordance with the R-Codes, whereas one (1) dedicated bicycle parking will be provided per 500m<sup>2</sup> of NLA for any non-residential use.

### Visual Surveillance:

The site links the educational facilities and Gilmore Avenue and development should be pivotal in achieving neighbourhood safety. Buildings will be

designed to offer surveillance of the surrounding public streets by designing for permeability through the use of windows to habitable rooms and balconies.

22. Buildings are to achieve visual surveillance to Gilmore Avenue and the education precinct by orientating balconies, terraces, windows to living areas/ commercially active spaces to the streets.

### Public Open Space

There are substantial park reservations in the direct vicinity of the site and the City of Kwinana indicated that a cash-in-lieu contribution for the provision of open space under the town planning scheme will offer a suitable alternative to the actual provision of the open space.

23. POS required for the development will be permitted as cash in lieu.

### Landscaping:

The site announces the Kwinana Town Centre and should visibly blend into the surrounding streetscape, offering high quality finishes to all landscape treatments within the development.

24. Landscaping should be developed and maintained in accordance with the Kwinana Town Centre Master Plan and Design Guidelines.

### Service areas

Gilmore Avenue is the main entry to the Kwinana Town Centre and development should present a positive image for the town centre. Loading and service areas should therefore be avoided on this road and screened from any other public road.

25. Service Areas are to be appropriately contained on site and screened from view of public streets or right of way streets.

### Noise Amelioration

State Planning Policy 5.4 requires the proponent of any development within 40 meters of Gilmore Avenue to carry out a noise assessment to determine the impact of road noise on future uses. The design of any development within 40m of Gilmore Avenue road will accommodate noise suppression and screening to achieve acceptable noise attenuation. The construction of a noise wall along Gilmore Avenue is not the preferred solution and alternative measures to reduce noise impacts should be considered in building design and specifications.

26. Any development within 40m of Gilmore Avenue road requires a noise assessment to determine the impact of road noise on the proposed end use and define measures to accommodate noise suppression and screening to achieve acceptable noise attenuation.

### Developer Contributions;

The Site is located within 5km of a mosquito breeding area. A proponent for any development over the site will be required to prepare a Mosquito Management Plan to the satisfaction of the City of Kwinana.

27. The developer will pay the City of Kwinana a levy per residential unit for the ongoing costs of managing mosquitoes and midges in the City of Kwinana.





## OTHER DESIGN CONSIDERATIONS

The Residential Design Codes and the Kwinana Town Centre Master Plan and Design Guidelines offer several design considerations to establish appropriate site planning, built form and architectural outcomes.

The site has unique properties and additional design considerations are required to facilitate development that would compliment the functions and land uses within the Kwinana Town Centre.

### Built Form

The Site presents an 180m frontage to both Gilmore Avenue and Berthold Street. Although the Design Guidelines promote good street address, the built form should not present a continuous facade to the street. This will be achieved through building articulation, as required under the following built form controls, to include building separation and control of blank facades:

- Expanses of unarticulated blank walls/ facades will not be accepted. Building façades should be broken up in maximum 10 metre facades, with distinct design elements to provide variation and interest in built form.
- Building facades may not exceed a length of 50m to any public street and all buildings should be broken up into separate buildings and facades.
- Building separation will be applied to residential development to ensure that the residential amenity is protected. Any building facing a residential

building will be spaced at a minimum of 12m from the residential façade, if that residential façade contains any windows (balconies may be provided within this building separation zone).

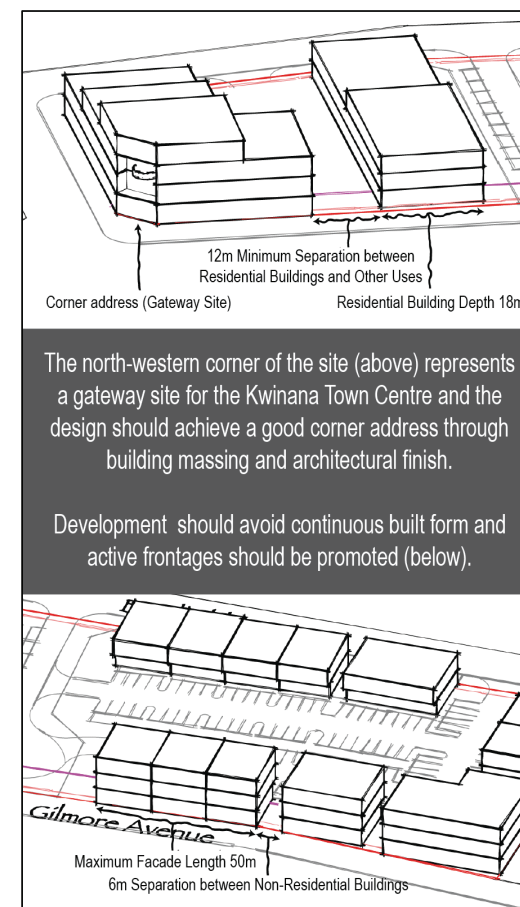
- Building separation will also apply to non-residential uses and all non-residential buildings will be separated by 6m to allow for landscaping and pedestrian movements between buildings.
- This Detail Area Plan promotes building address to Gilmore Avenue. The finished floor level of the ground floor to any development addressing the Gilmore Avenue frontage, may not be lower than the existing Natural Ground Level along the Gilmore Avenue street boundary.

### Access and Parking

Although parking will be provided in accordance with the standards contained in the Town Planning Scheme and the Residential Design Codes, concessions for car parking may apply for residential uses, due to the proximity of public transport.

The number of vehicle crossovers to each development shall be minimised and the location of crossovers should have regard to building entrances, street spaces and pedestrians/ cyclist movements.

The overall site development may therefore consider consolidating parking areas, thus reducing the number of access points into the site.





### Building Services

Although the site will not enjoy direct vehicular access from Gilmore Road, its address should be easily identifiable from this road. Street numbering and, where applicable, building names must be placed in a visible position from the street and near the entrance along the street address to the development.

The main vehicular and pedestrian access will be from Berthold Street and Handford Place. Mailboxes should be located adjacent to the major entrance, ensuring they are secure and large enough to accommodate large articles such as newspapers; and integrated into a wall where possible.

Building services such as mechanical ventilation, lift shafts, satellite dishes, telecommunication antennae and any ancillary structures should be concealed from the street frontage so that they do not become a skyline feature at the top of any building.

### Landscape Treatments

The site is surrounded by contemporary designs within the Educational Precinct. Development on the site should visibly blend into the streetscape and all landscape design elements and streetscape treatments should conform to the guidelines contained in the Kwinana Town Centre Master Plan. These finishes must be applied to all soft and hard landscaping areas, including street furniture.

### Boundary Fencing

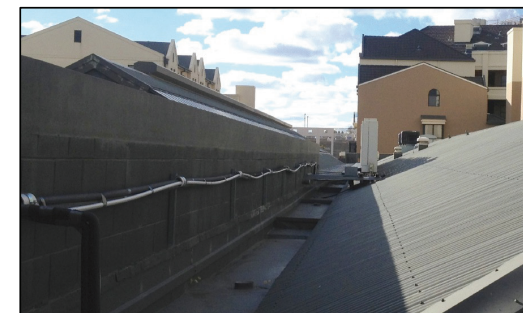
The intent is to limit fencing along the entire boundary of the site and alternative boundary and landscaping treatments are preferred along property boundaries. Fencing for residential development should be visually permeable along all street boundaries and comply with the provisions of the R-Codes.

Fencing should also be effectively applied to address land use conflicts, i.e. separate residential development from commercial development, where these uses are adjacent to each other on a horizontal plain.

Fencing design and construction must be of the highest quality and no razor wire or other wire fencing materials will be permitted.

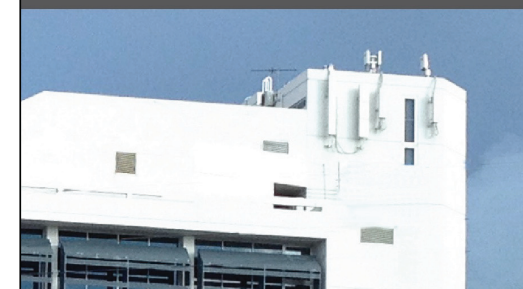
### Lighting

Lighting should be designed into the development to accentuate building design elements, especially corner elements, as well as landscape features. Lighting should also ensure that all public and private spaces, including parking areas, are well lit. Light should spill onto Gilmore Avenue to provide safely lit pedestrian paths along all streets whilst not significantly impacting on nearby residential properties.



Service infrastructure (above) located on roofs (antennae, communication structures, air conditioning units, satellite dishes, etc.) should be hidden behind parapet walls and roof structures.

Location of communication structures and the like (below) should be avoided on the external façade of buildings.



**Safety and Vandalism**

The Educational Precinct is devoid of active frontages particularly from Berthold Street, as it does not contain any activity. The design of the future end use should incorporate the principles of Crime Prevention Through Environmental Design (CPTED) and the Western Australian Planning Commission's 'Designing Out Crime Planning Guidelines'.

The development of the site must contribute to activation of all streets. This could be achieved through implementation of the following measures:

- Reduce blank facades and activate the building interface by orientating balconies, terraces, windows to living areas/ commercially active spaces to the street.
- Design prominent and well-lit entry points to all buildings.
- Garages for multiple dwellings should not directly face onto public roads and should be designed into the development.
- Reduce the amount of solid fencing
- Avoid blind corners in pathways, stairways, hallways and car parks.
- Avoid landscaping that obstructs view of public areas and create blind spots/ corners.
- Apply lighting to improve passive surveillance of private and public spaces.

# Traffic Impact Statement

Orelia Child Care

CW1170200 / 304900184



Prepared for  
Pheon Developments Pty Ltd

14 July 2022

 **Cardno**

now

 **Stantec**



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D	14/07/2022	Updated Plans	BS	SJL

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Our report is based on information made available by the client. The validity and comprehensiveness of supplied information has not been independently verified and, for the purposes of this report, it is assumed that the information provided to Cardno is both complete and accurate. Whilst, to the best of our knowledge, the information contained in this report is accurate at the date of issue, changes may occur to the site conditions, the site context or the applicable planning framework. This report should not be used after any such changes without consulting the provider of the report or a suitably qualified person.

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## 1 Introduction

Cardno now Stantec was commissioned by Pheon Developments Pty Ltd to prepare a Transport Impact Statement (TIS) for a proposed childcare development ("the Development") located at Lot 9507 Berthold Street, Orelia within the City of Kwinana ("the Site").

This TIS has been prepared in accordance with the *Western Australian Planning Commission (WAPC) Transport Impact Assessment Guidelines for Developments: Volume 4 – Individual Developments (2016)* and the checklist is included at **Appendix A**.

### 1.1 Existing Site Context

The Site is located at Lot 9507 Berthold Street, Orelia and currently the site is a vacant block of land in the process of being subdivided. Figure 1-1 shows an aerial image of the Site.

Figure 1-1 Site Location



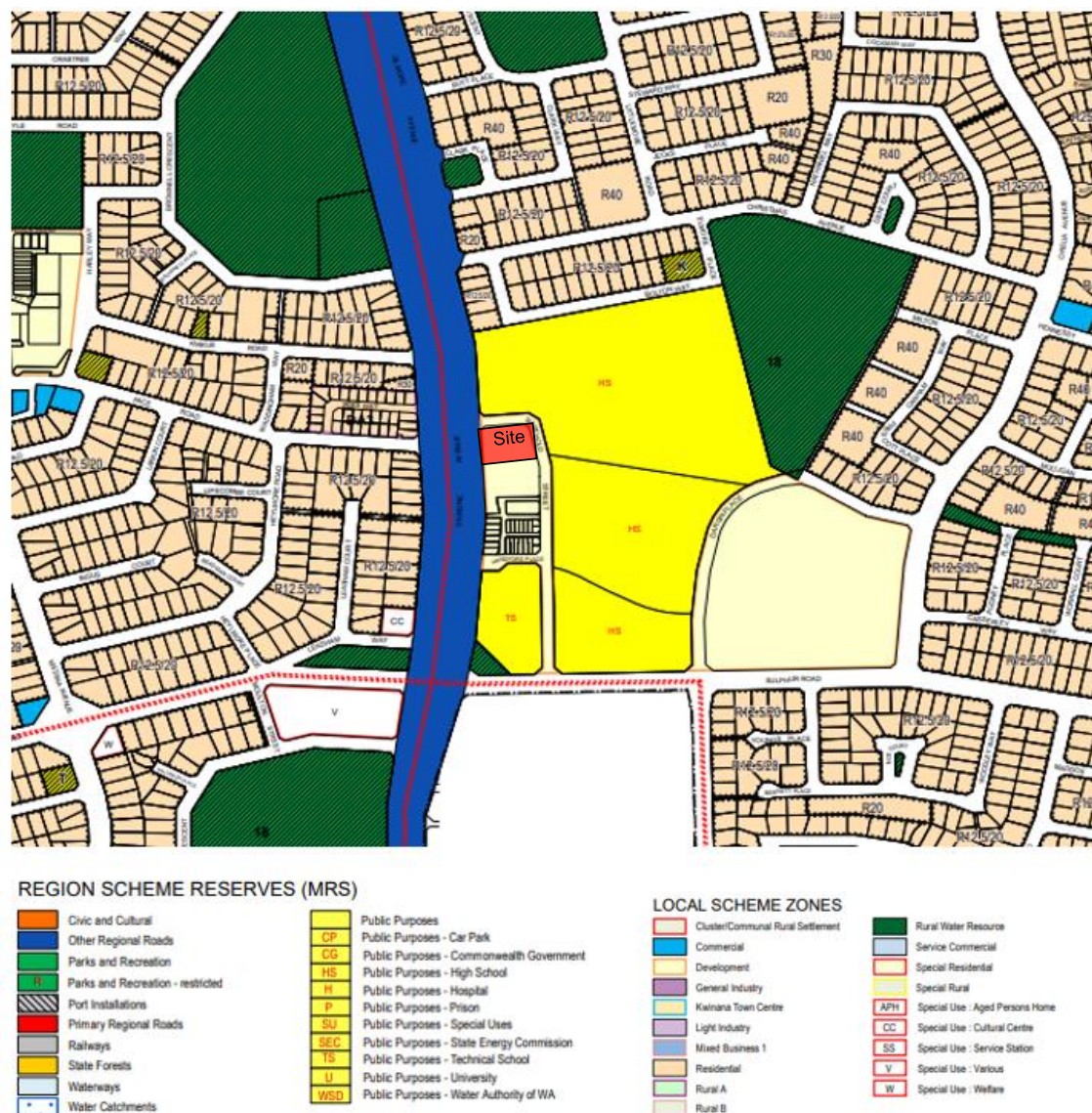
Source: Metromap



## 1.2 Zoning

The City of Kwinana is covered by two Local Planning Schemes, the main one being Local Planning Scheme No. 2. This applies to the majority of the land within the Local Authority area. According to the policy, the site is classified as development and the surrounding areas to the Northeast and Southeast are classified as school zone as shown in **Figure 1-2**.

Figure 1-2 Zoning Map



Source: Town Planning Scheme No:2

### 1.3 Existing Road Network

Road classifications are defined in the Main Roads Functional Hierarchy as follows:

- > **Primary Distributors (light blue):** Form the regional and inter-regional grid of MRWA traffic routes and carry large volumes of fast-moving traffic. Some are strategic freight routes, and all are National or State roads. They are managed by Main Roads.
- > **Regional Distributors (red):** Roads that are not Primary Distributors, but which link significant destinations and are designed for efficient movement of people and goods within and beyond regional areas. They are managed by Local Government.
- > **District Distributor A (green):** These carry traffic between industrial, commercial and residential areas and connect to Primary Distributors. These are likely to be truck routes and provide only limited access to adjoining property. They are managed by Local Government.
- > **District Distributor B (dark blue):** Perform a similar function to District Distributor A but with reduced capacity due to flow restrictions from access to and roadside parking alongside adjoining property. These are often older roads with traffic demand in excess of that originally intended. District Distributor A and B roads run between land-use cells and not through them, forming a grid that would ideally be around 1.5 kilometres apart. They are managed by Local Government.
- > **Local Distributors (orange):** Carry traffic within a cell and link District Distributors at the boundary to access roads. The route of the Local Distributor discourages through traffic so that the cell formed by the grid of District Distributors only carries traffic belonging to or serving the area. These roads should accommodate buses but discourage trucks. They are managed by Local government.
- > **Access Roads (grey):** Provide access to abutting properties with amenity, safety and aesthetic aspects having priority over the vehicle movement function. These roads are bicycle and pedestrian friendly. They are managed by Local government.

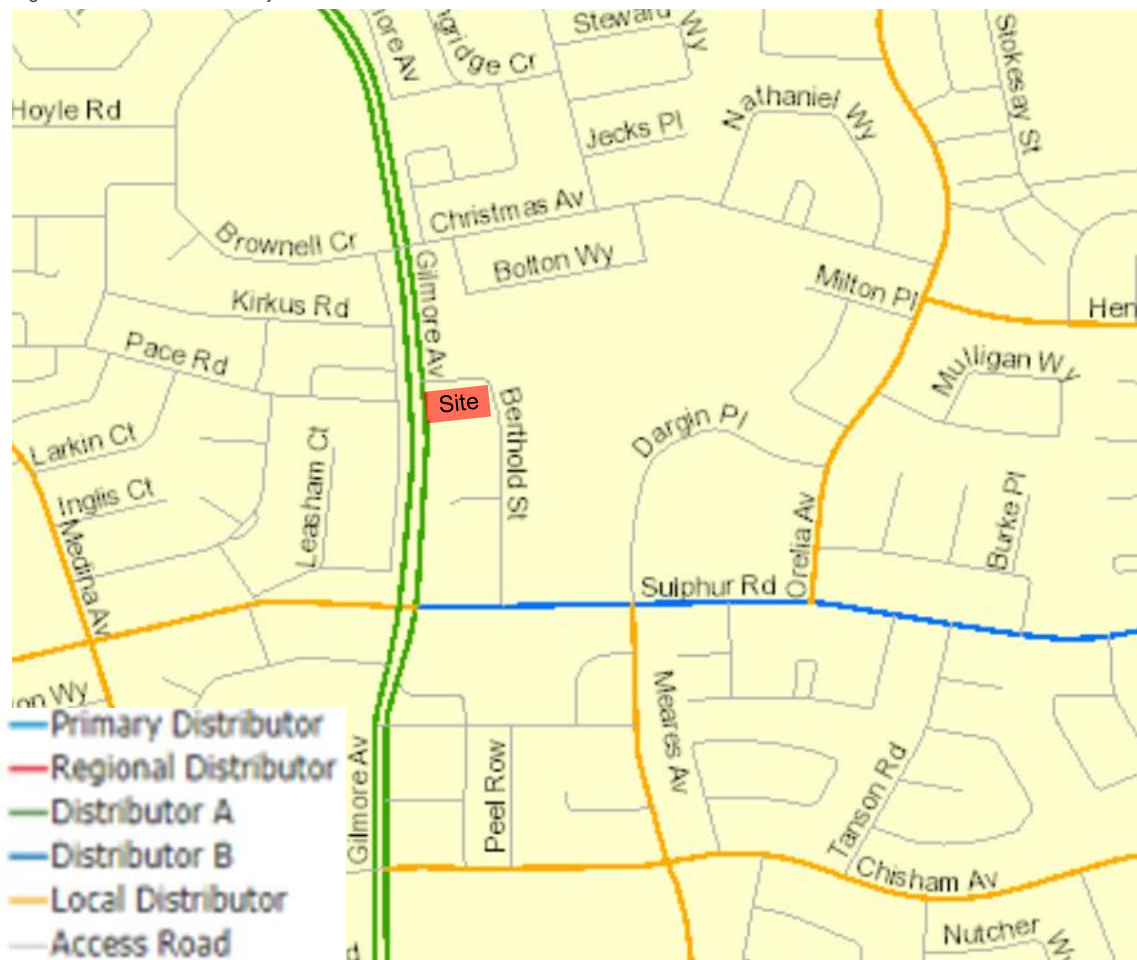
The site is bounded by Berthold Avenue to the east and Gillmore Avenue to the west. **Figure 1-3** shows the surrounding area road hierarchy and the characteristics of the surrounding road network are discussed in **Table 1-1**.

Table 1-1 Road Network Classification

Road Name	Road Hierarchy	Jurisdiction	No. Lanes	No. of Footpaths	Pavement Width (m)	Posted Speed Limit (km/h)
Gillmore Avenue	Distributor A	Local Government	4	1	27.5m (including 12.62m median)	70 60 (near Sulphur Road Int)
Berthold Street	Access Road	Local Government	2	1	6.3m	50
Sulphur Road	Distributor B	Local Government	2	2	10.38m (including 2.19m median)	50

Source: Road Mapping Information System

Figure 1-3 Road Hierarchy



Source: Main Roads WA Road Information Mapping System



## 1.4 Future Road Network Changes

Cardno (now Stantec) contacted the City of Kwinana and were informed that there are no significant changes expected to the existing road network within the near proximity of the site.

## 1.5 Existing Traffic Volumes

Existing traffic volumes were sourced from Main Road western Australia (MRWA)'s Traffic map and are shown below in **Table 1-2**.

Table 1-2 Traffic Volumes

Road Name	Year	Average Daily Traffic	Heavy Vehicle	Source
Gillmore Ave (South of Thomas Road)	2020/21	10,040	9.2%	MRWA

## 1.6 Existing Intersections

The following section describes the intersections in the vicinity of the site:

- > **Gillmore Ave/ Berthold Street** is located to the Northwest side of the site. The intersection is a left in – left out T- junction with priority given to Gillmore Avenue as illustrated in **Figure 1-4**.

Figure 1-4 Gillmore Ave/Berthold Street



Source: Metromap



- > **Sulphur Road/ Berthold Street** is located to the South side of the site. The intersection is a roundabout as illustrated in Figure 1-5.

Figure 1-5 Sulphur Road/Berthold Street



Source: Metro map

## 1.7 Crash Assessment

A crash assessment for the surrounding road network of the site has been completed using the Main Roads WA Reporting centre. The assessment covers all the recorded accidents for the 5-year period between 1 January 2017 to 31 December 2021. The results are provided in **Table 1-3** and **Table 1-4**. **Figure 1-6** shows crash locations.

Table 1-3 Intersection Crashes at Berthold St – Sulphur Rd

Intersection Crashes						
Type of Crash (RUM Code)	Fatal	Hospital	Medical	Major Property Damage	Minor Property Damage	Total Crashes
Right Angle	-	1	-	-	-	1
Non-Collision	-	-	-	-	1	1
<b>Total</b>	-	1	-	-	1	2

Table 1-4 Midblock Crashes at Gilmore venue

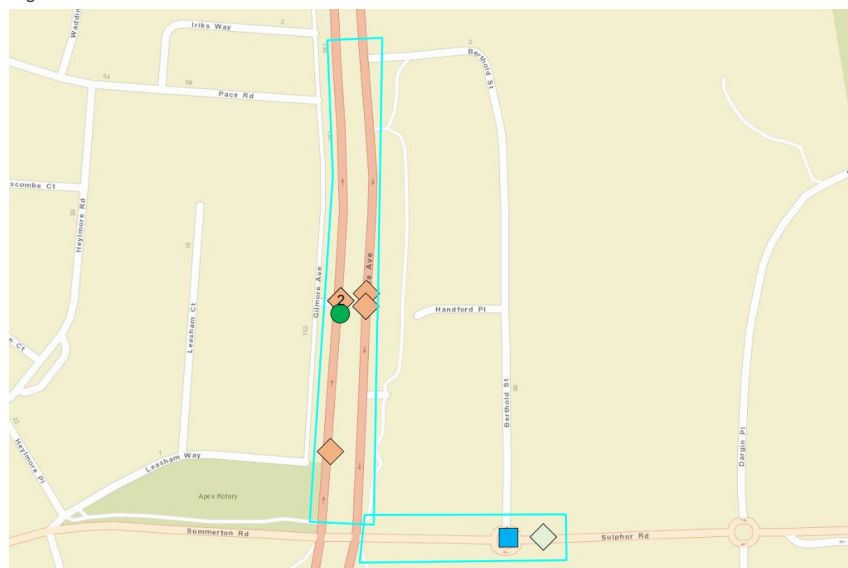
Midblock Crashes						
Type of Crash (RUM Code)	Fatal	Hospital	Medical	Major Property Damage	Minor Property Damage	Total Crashes
Right Angle	-	-	1	2	1	4
Rear End	-	-	-	2	-	2
<b>Total</b>	-	-	1	4	1	6

A summary of the crash data is as follows:

- > There were no fatal accidents however one case that need hospital attention was reported in Berthold Street/Sulphur Road roundabout intersection; and
- > 4 crashes that occurred along Gilmore Ave resulted in major property damage.

The proposed site has minimal recorded crashes in the immediate vicinity.

Figure 1-6 Crash Locations



Source: Crashmap

## 2 Public Transport Facilities

The nearest bus stop is located 150m from the subject site on Gilmore Avenue. The bus stop provides services for Bus Route 549 and 541. **Figure 2-1** shows the public transport network with respect to the site while **Table 2-1** summarises bus routes and frequency of bus services.

Figure 2-1 Existing Bus Routes

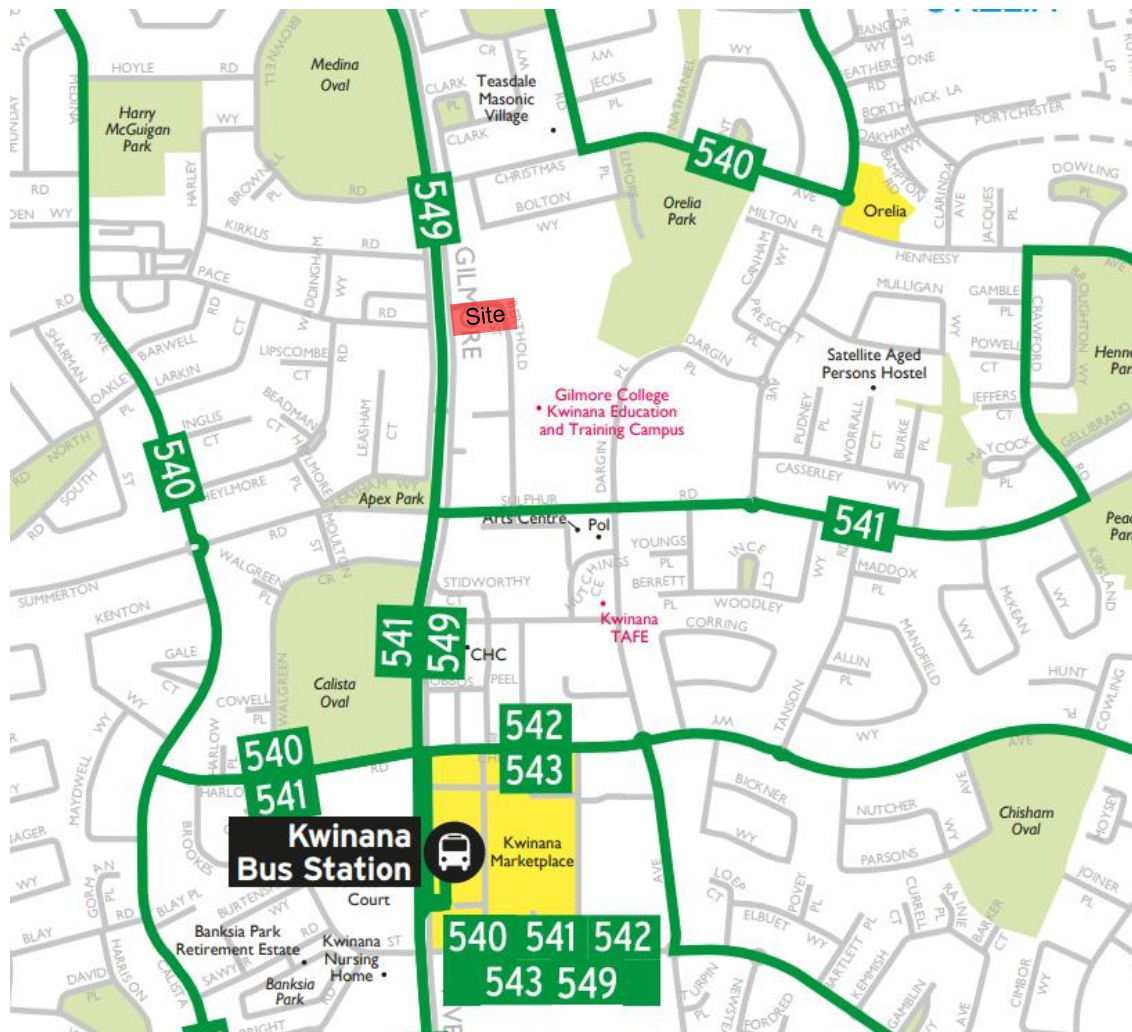


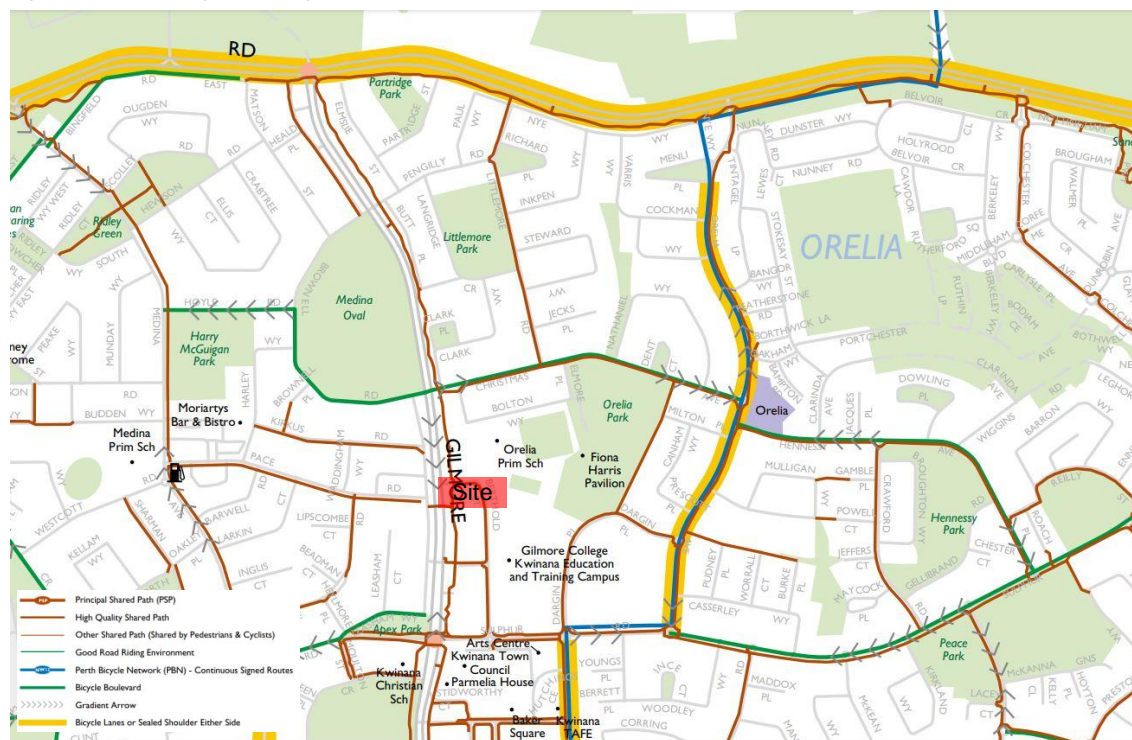
Table 2-1 Public Transport Route and Frequency

Bus Route	Route Description	Frequencies		
		Weekdays	Saturdays	Sundays and Public Holidays
541	Wellard Station to Kwinana Station	10-15 minutes	60 minutes	120 minutes
549	Fremantle station to Rockingham Station	15-20 minutes during peak hours	30 minutes	30 minutes

## 2.2 Existing Pedestrian and Cycle Networks

Shared paths (for pedestrians and cyclists) are provided on the north side of Berthold Street adjacent to the Site as well as the eastern side of Gilmore Avenue close to the Site. **Figure 2-2** below shows extensive paths connecting the paths adjacent to the Site to a wide network.

Figure 2-2 Walking and Cycling Network



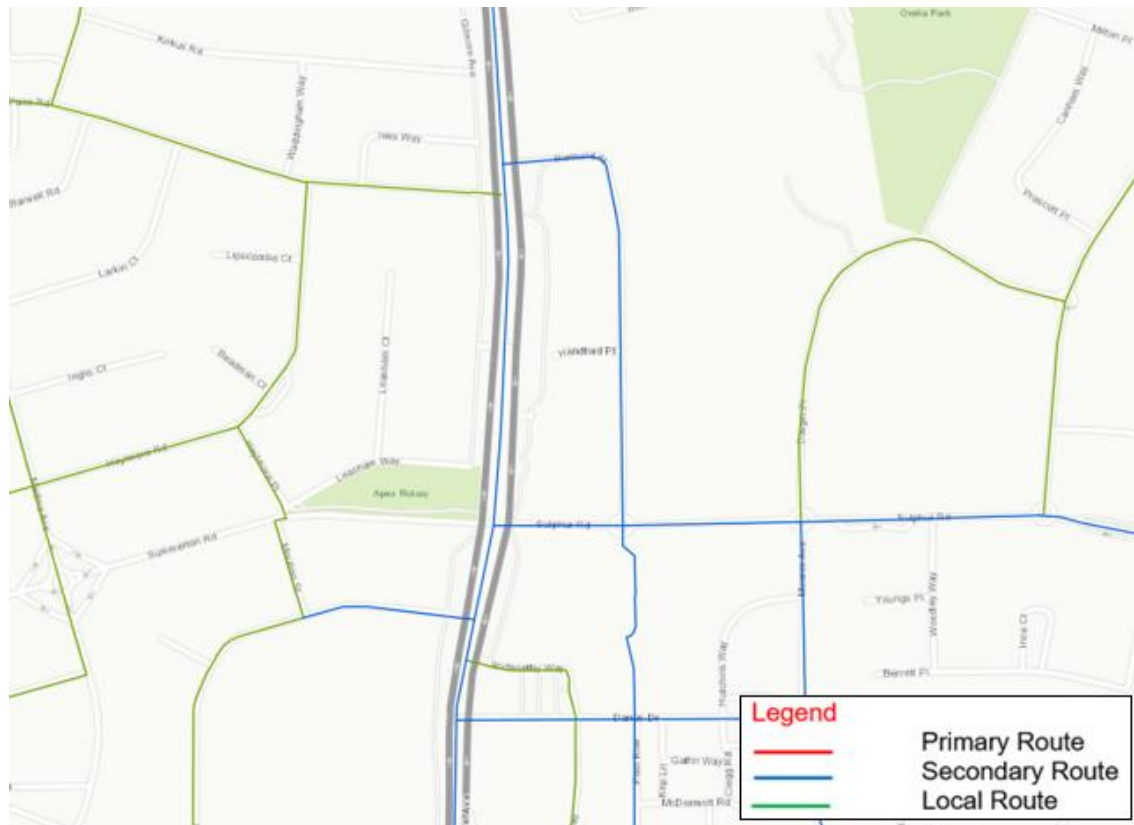
Source: Department of Transport



### 2.3 Future Pedestrian and Cycle Networks

The Long-Term Cycling Network (LTCN) is an aspirational blueprint to provide a continuous cycling network throughout Perth. It identified the function of a route – primary, secondary or local. The LTCN shows Gilmore Avenue and Berthold Street as Secondary route connecting to the wider network as shown in **Figure 2-3**.

Figure 2-3 Long Term Cycle Network



Source: Department of Transport

### 3 Development Proposal

#### 3.1 Existing Land Uses

The Site located at Lot 9507 Berthold Street is currently a vacant block of land undergoing redevelopment and subdivision with construction of residential developments already underway at the southern end of the original block. This is an ideal location for a childcare facility as the Site is located adjacent to both Orelia Primary School and Gilmore Collage. This will enable linked trips, with parents dropping off very young children at the child care facility and older siblings at the school in the same trip.

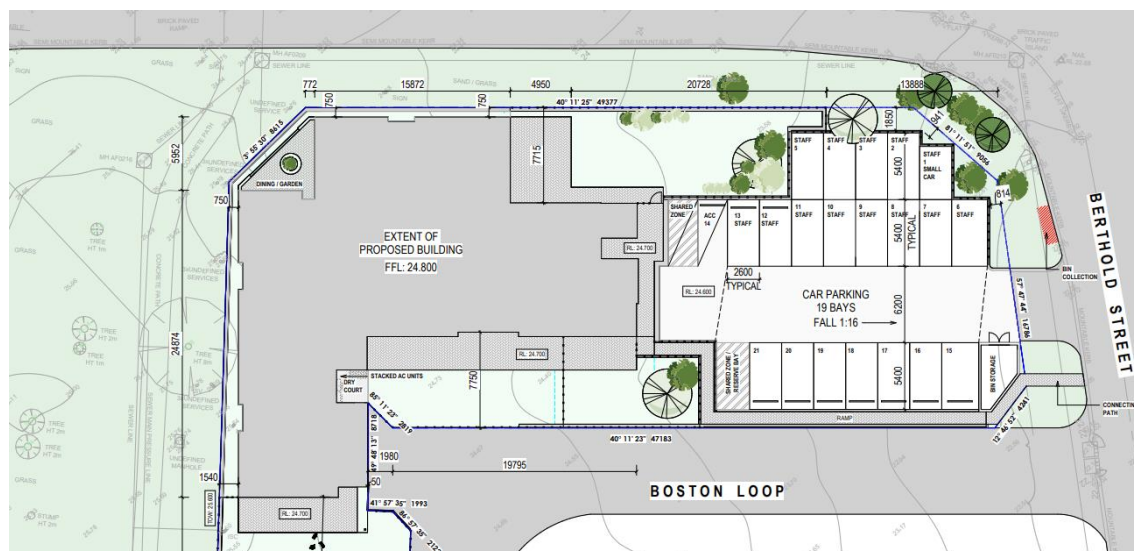
#### 3.2 Proposed Land Use

The proposed development is a childcare facility with the following information supplied by the client:

- > A total capacity of 89 children,
- > A total of 17 staff members;
- > A total of 21 parking bays, including 1 ACROD bay; and
- > 4 bicycle bays

The development plan is shown in **Figure 3-1**, illustrating the ground floor layout of the proposed development. Full development plans are attached in **Appendix B**.

Figure 3-1 Ground Floor Plan

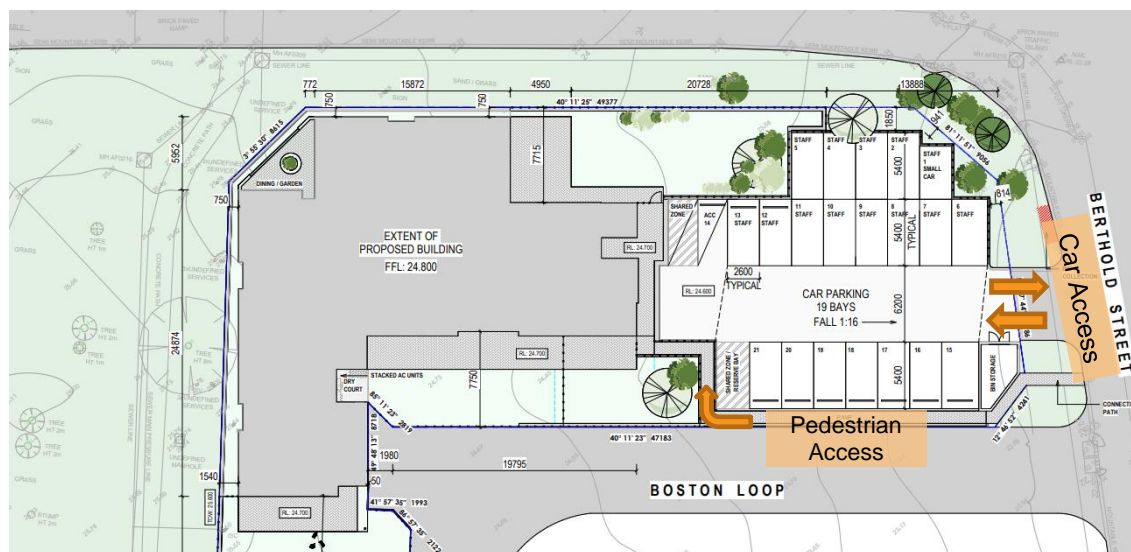


Source: Actus Associates

#### 3.3 Access Arrangements

Vehicle access for the overall site is via the crossover along Berthold Street. **Figure 3-2** shows the access arrangements. Pedestrians will access the building via the ramp provided along the southern boundary of the site along Boston Loop.

Figure 3-2 Access Arrangements



X

Source: Actus Associates

### 3.4 Provision for Service Vehicle

Service vehicles are not anticipated to enter the Site. If required, small deliveries can be accommodated by the existing on-street parking bays available along Berthold Street.

Waste collection for the site will occur on the designated waste collection day from Berthold Street. The caretaker / staff member will wheel the bins out on the collection day and return the bins on site after serviced.

### 3.5 Traffic Generation

Trip Generation rate and directional distribution from the Institute of Transportation Engineers (ITE) "Trip Generation" 10th Edition were used to calculate the estimated trip generation for the site as shown in **Table 3-1**. The calculated trip generation by the proposed development is shown in **Table 3-2**.

Table 3-1 Trip Generation Rates

Land Use	ITE Code/Source	Peak Hour Generator		Directional Distribution			
Childcare (89 Children)	ITE 565	AM Peak	PM Peak	AM IN	AM OUT	PM IN	PM OUT
		0.79 trip/children	0.81 trip/children	53%	47%	47%	53%

Table 3-2 Development Traffic Generation

Land Use	AM Peak		PM Peak	
	In	Out	In	Out
Residential Dwellings	37	33	34	38
Total	70		72	

The proposed development is calculated to generate approximately **70 trips during the AM peak hour** and **72 trips in the PM peak hour**.

The *WAPC Traffic Impact Assessment Guidelines* considers developments generating between 10 to 100 trips during the peak hour as moderate impact and are not anticipated to cause major impact to the surrounding road network.

#### 3.5.2 Trip Reduction Likelihood

The above trip generation is based on generic trip rates derived from a large sample of childcare centres (61 studies). However, determining trip generation in this way ignores the important effect of linked trips, i.e., trips for more than one purpose in the same trip. A very likely type of trip linking at this Site is the combining of trips to the school with trips to the childcare facility, e.g., parents dropping off older children at the school may drop off a younger child at childcare also, which would therefore not generate an additional trip. In the event that parents who do not currently drop off children at the school do start to drop off children at the childcare facility, these trips are likely to be at earlier and later times than the school peak periods. As the hours of operation are expected to be 6.30am-6.00pm, there will be considerable flexibility for parents to time their trips to avoid the busy school peak periods which would be beneficial for those parents themselves as well as other Site users.

Also, parents may often combine the trip to the Site with their own commuting trip to work such that the only additional trip generation is a small diversion from their usual commuting route. It is likely that the people who choose to send their children to this facility will do so because it is only a small diversion from their commute.

Additional reasons for reductions in traffic generation could be the good provision of other modes of transport. The bus service stops very close to the Site entrance and gives good coverage, as described in Section 2. Furthermore, many parents may live within walking distance of the Site.

Therefore, it is reasonable to conclude that the trip generation shown in **Table 3-2** is a robust estimate.



## 4 Parking Supply

### 4.1 Car Parking Requirement

The statutory parking requirements, in accordance with the WAPC Planning Bulletin 72/2009, have been considered in the context of the proposed development and are summarised below in **Table 4-1**.

Table 4-1 Car Parking Requirements

Proposed Land Use	Parking Requirements	Yield	Parking Required	Parking Provided
Childcare	1 space per 5 children	89	<b>18</b>	<b>21</b>

According to WAPC, the proposed development requires 18 parking bays. The plan shows 21 parking bays proposed, of which 5 are tandem bays. All tandem parking bays will be allocated to staff members only.

The site abuts to Berthold Street which offers additional on street parking bays all along the road. The anticipated kerb side parking bays within 150m of the development will provide excess parking in addition to on-site parking. The centre is also located adjacent to strong public transportation opportunities inclusive of bus and train.

The car parking provision of the proposed development exceeds the statutory car parking requirements stated within the WAPC Planning Bulletin 72/2009.

## 4.2 Swept Path Analysis

Swept paths of the design vehicles at the development's access and carpark are shown in **Figure 4-1** and **Figure 4-2**. The swept path shows that the design vehicles will be able to manoeuvre the carpark with no major issues. As such, the proposed design of the parking area is anticipated to safely allow the manoeuvres of the design vehicles.

Figure 4-1 Swept Path - Access

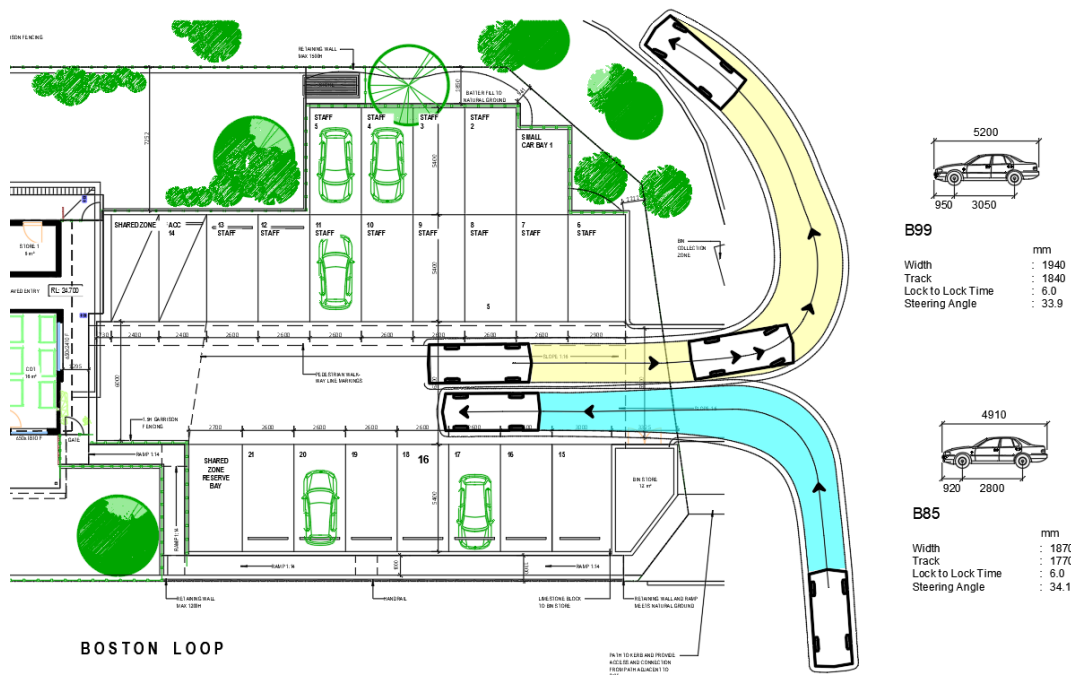
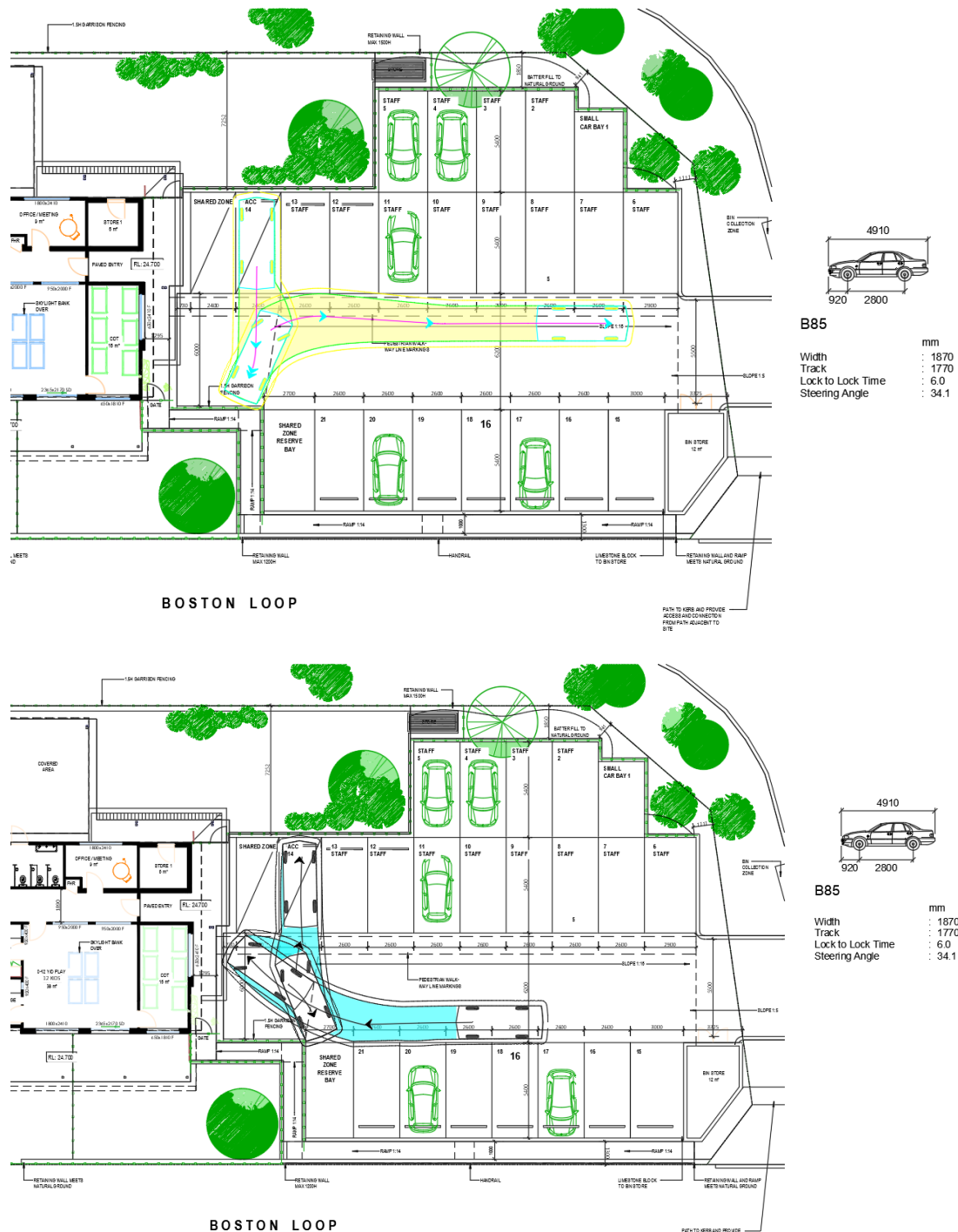


Figure 4-2 Swept Path – B85 Manoeuvre in and out of ACROD bay



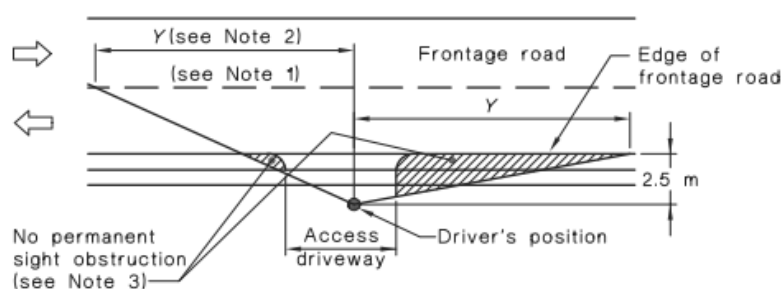
### 4.3 Sight Distance Assessment

Sight Distance from all the crossovers and the service lane from the proposed development were assessed against the Sight distance at access driveway exits requirements according to AS2890.1-2004 as shown in **Figure 4-3**. **Figure 4-4** shows sightline assessment for access to site.

Figure 4-3 Sight Distance Requirements at Access Driveways

AS/NZS 2890.1:2004

32



Frontage road speed (Note 4) km/h	Distance (Y) along frontage road		
	m		Domestic property access (Note 6)
	Access driveways other than domestic (Note 5)		
	Desirable 5 s gap	Minimum SSD	
40	55	35	30
50	69	45	40
60	83	65	55
70	97	85	70
80	111	105	95
90	125	130	Use values from 2 <sup>nd</sup> and 3 <sup>rd</sup> columns
100	139	160	
110	153	190	



Figure 4-4 Sightline Assessment for Access to the Site



Source: Metromap

According to AS2890.1 Figure 3.2, the desirable 5s gap distance and minimum stopping sight distance for 50km/h frontage road is 69m and 45m respectively. However, the 90-degree bend on Berthold Street to the northeast corner of the Site is expected to result in speed reduction for approaching vehicles. The approach speed for vehicles from the left (north) of the driveway is likely to be closer to 30km/h, while the vehicles approaching from the right (south) would approach at a speed lower than 50km/h.

The MRWA Supplement to Austroads Guide to Road Design - Part 4A Section 3.4 states that "Safe Intersection Sight Distance should be provided at driveways in accordance with Table 3.2. Where this is not possible due to constraints, sight distance equal to the Stopping Sight Distance for the design speed of the road environment shall be provided as an absolute minimum."

As such, the minimum Stopping Sight Distance for 30km/h design speed is calculated to be 24.3m, based on the formula below:

$$SSD = \frac{R_T V}{3.6} + \frac{V^2}{254(d + 0.01a)}$$

As shown in **Figure 4-4**, the approach available sight distance to the north and south of the driveway are measured to be 33m and 64m respectively, which satisfies the minimum sight distance requirements.

---

## 5 Summary

---

This Transport Impact Statement outlines the transport aspects of the proposed development focusing on traffic operations, access and provision of car parking. Included are discussions regarding pedestrian, cycle, and public transport considerations.

This statement has been prepared in accordance with the *WAPC Transport Impact Assessment Guidelines for Developments: Volume 4 – Individual Developments (2016)*.

The following conclusions are made for the development proposal:

- > The proposed development is a Child Care Centre, accommodating up to 89 children and 17 staff;
- > The nearest bus stop is around 120m away from the site which is serviced by bus route 541 and 549;
- > The subject site benefits from good pedestrian and cycling facilities in the vicinity of the Site;
- > The proposed development is expected to generate approximately 70 vehicle trips in the AM Peak and 72 vehicle trips in the PM Peak. This level of traffic generation is anticipated to have minimal impact on the surrounding road network;
- > The car parking provision of the centre satisfy the statutory parking requirements set out in the *WAPC Planning Bulletin 72/2009 for Childcare centres*.

*Overall, the proposed development is unlikely to result in any material impact to the surrounding road network.*

## APPENDIX

# A

## WAPC CHECKLIST



now



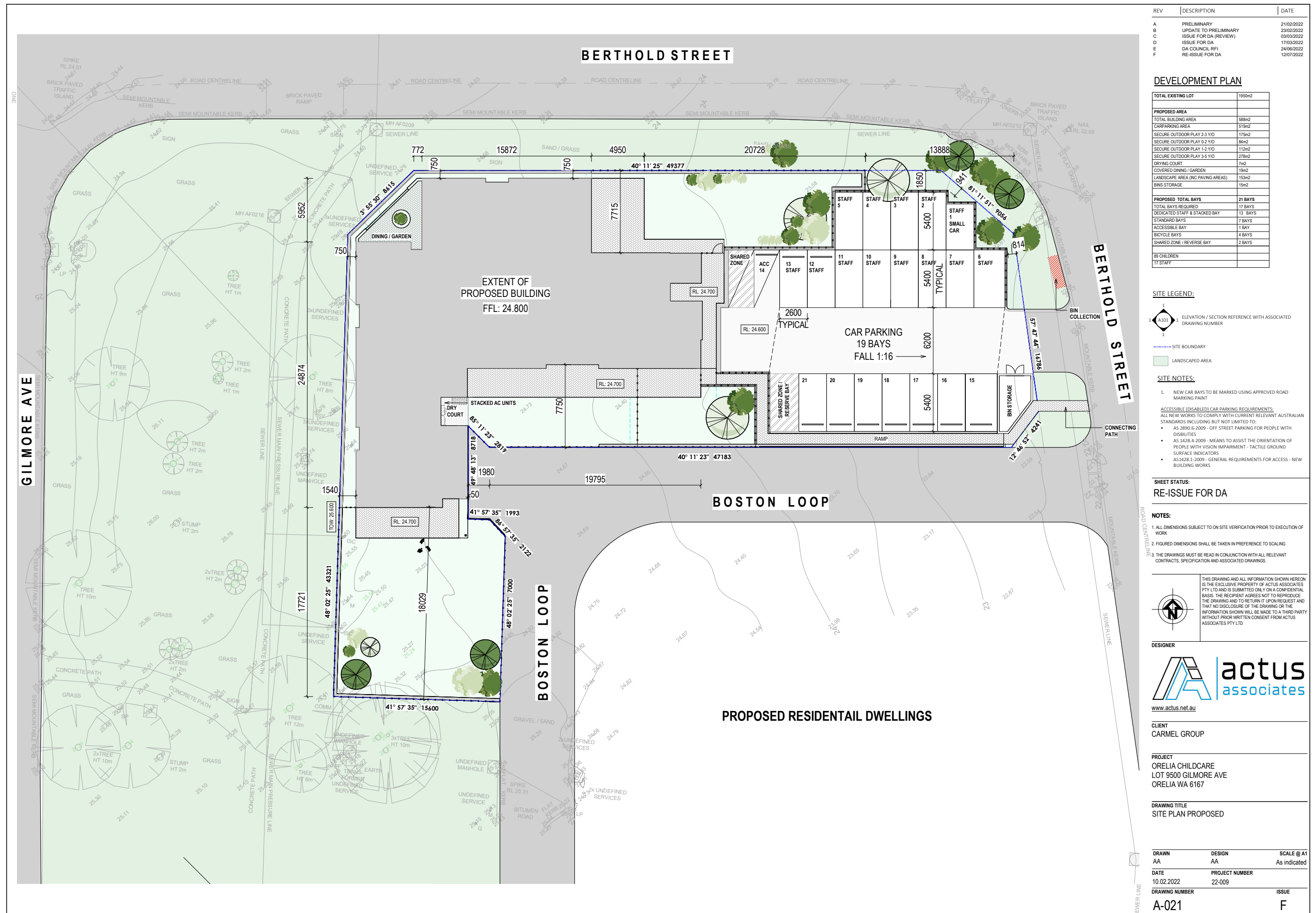
Item	Status	Comments/Proposals
<b>Proposed development</b>		
proposed land use	Section 3	
existing land uses	Section 1	
context with surrounds	Section 1	
<b>Vehicular access and parking</b>		
access arrangements	Section 3	
public, private, disabled parking set down / pick up	N/A	
<b>Service vehicles (non-residential)</b>		
access arrangements	N/A	
on/off-site loading facilities	N/A	
<b>Service vehicles (residential)</b>		
Rubbish collection and emergency vehicle access	Section 3	
<b>Hours of operation (non-residential only)</b>		
	N/A	
<b>Traffic volumes</b>		
daily or peak traffic volumes	Section 1 / 3	
type of vehicles (e.g. cars, trucks)	N/A	
<b>Traffic management on frontage streets</b>		
	N/A	
<b>Public transport access</b>		
nearest bus/train routes	Section 2	
nearest bus stops/train stations	Section 2	
pedestrian/cycle links to bus stops/train station	Section 2	
<b>Pedestrian access/facilities</b>		
existing pedestrian facilities within the development (if any)	Section 2	
proposed pedestrian facilities within development	Section 2	
existing pedestrian facilities on surrounding roads	Section 2	
proposals to improve pedestrian access	N/A	
<b>Cycle access/facilities</b>		
existing cycle facilities within the development (if any)	Section 2	
proposed cycle facilities within the development	Section 2	
existing cycle facilities on surrounding roads	Section 2	
proposals to improve cycle access	N/A	
<b>Site specific issues</b>		
	N/A	
<b>Safety issues</b>		
identify issues	N/A	
remedial measures	N/A	



## APPENDIX

# B

## ARCHITECTURAL PLAN



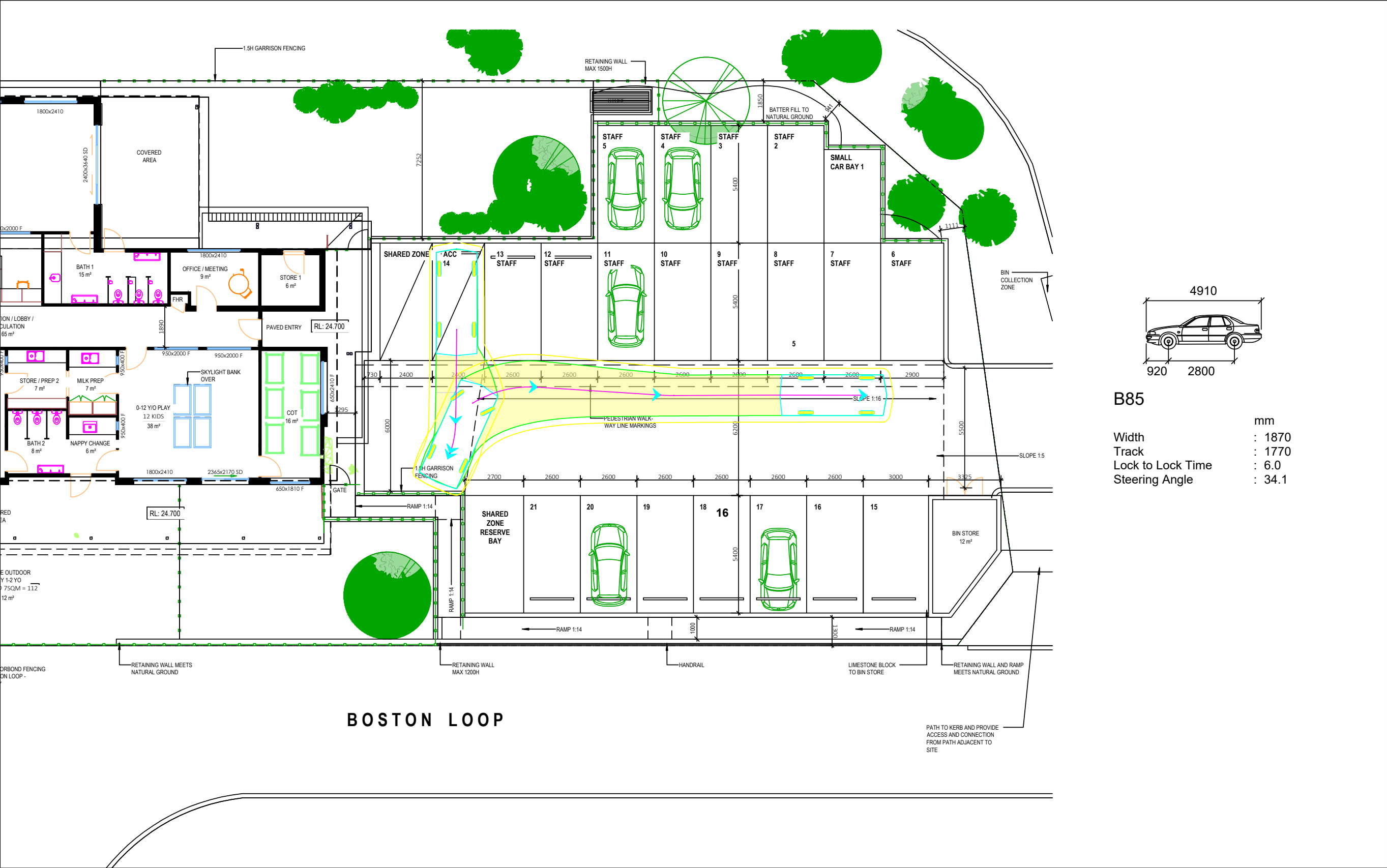


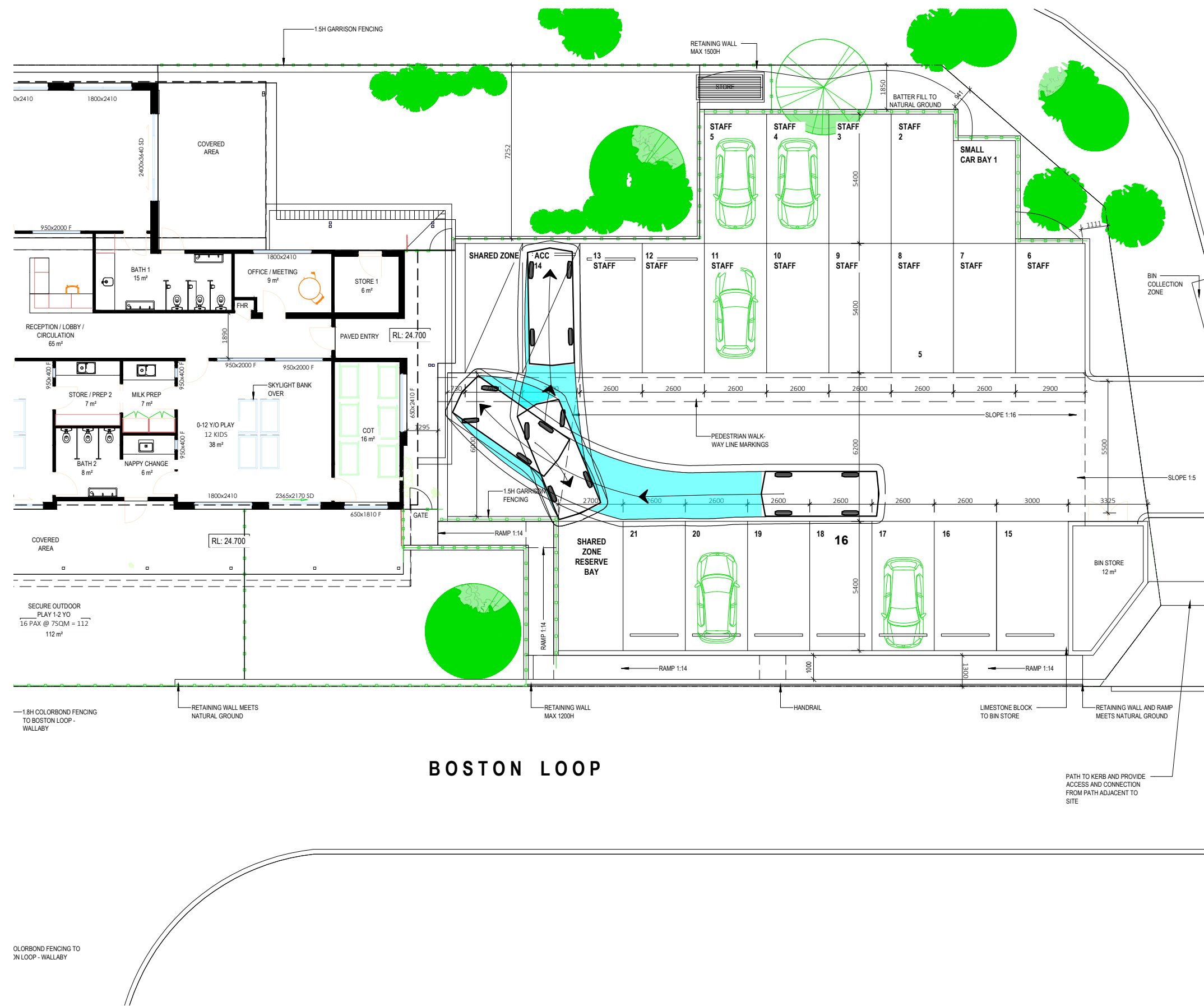
## APPENDIX


# C

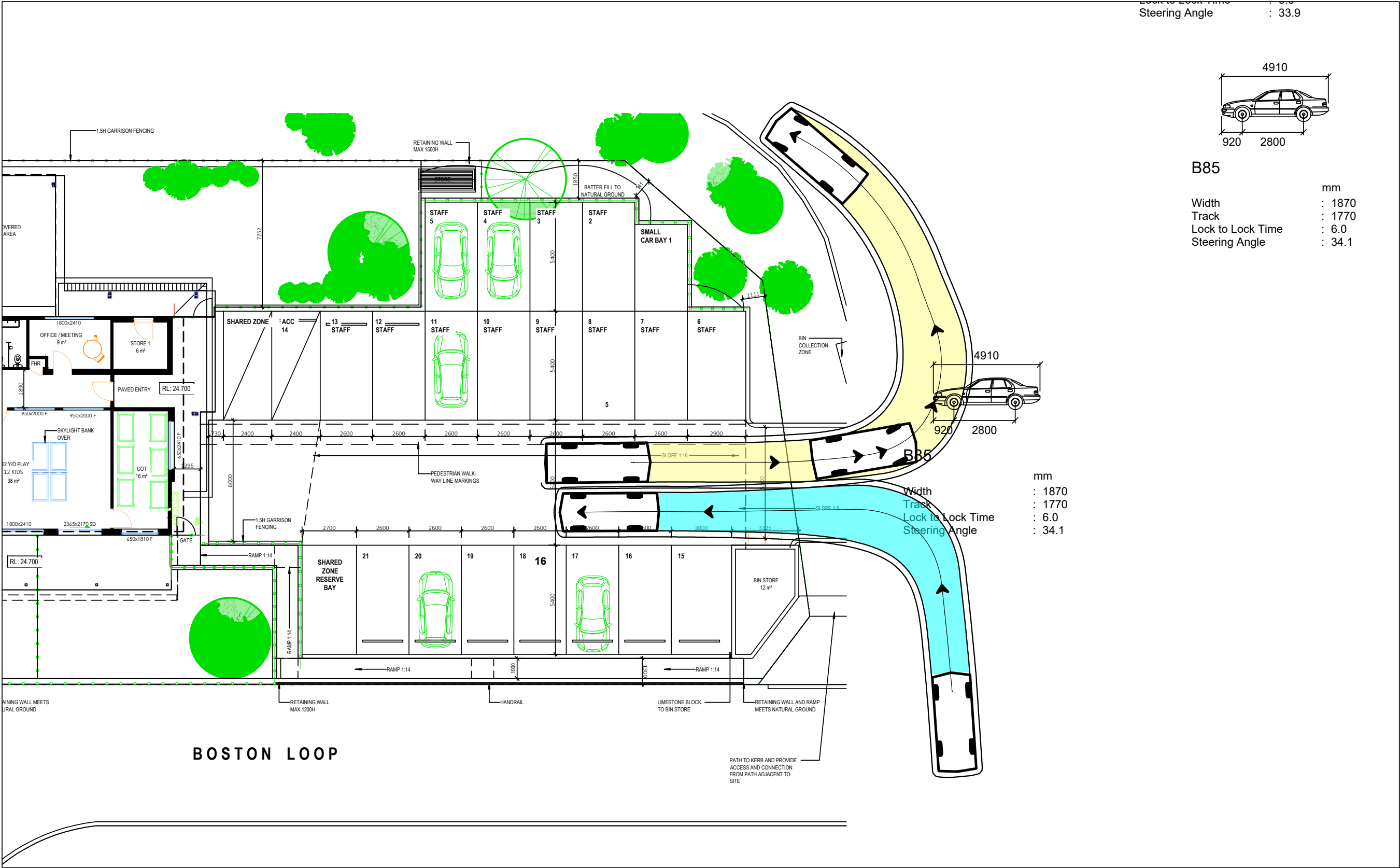
## SWEPT PATHS







	4910
	
920	2800
<b>B85</b>	
Width	: 1870
Track	: 1770
Lock to Lock Time	: 6.0
Steering Angle	: 34.1



## About Cardno

Cardno is a professional infrastructure and environmental services company, with expertise in the development and improvement of physical and social infrastructure for communities around the world. Cardno's team includes leading professionals who plan, design, manage and deliver sustainable projects and community programs. Cardno is an international company listed on the Australian Securities Exchange [ASX:CDD].

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# Waste Management Plan

Carmel Group

Early Learning Centre – Lot 9507 Berthold Street, Orelia

1. SUMMARY

Nine (9) 240L general waste bins and nine (9) 240L recycling waste bins are based on waste generation rates - (set out in **Table 1**). The collection methodology for the proposed early learning centre will be by a private contractor. Bins will be collected once per week. Bins will be taken from a service area, down the crossover and to the verge of Berthold Street for bin collection. Bins will be moved by the Centre Manager prior to collection and moved back into the service area immediately (or as soon as practically possible) after being emptied.

Table 1: Proposed Waste Collection Summary – Child Care Centre

	Bin Size (L)	No. of Bins	Collection Frequency	Collection
General Waste	240	9	1 time per week	Private Contractor
Recycling	240	9	1 time per week	

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4.1 Waste Generation .....4

4.2 Waste Storage .....4

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4.4 Centre Management Activities .....5

5. Conclusions .....5

2. INTRODUCTION

Carmel Group is the prospective purchaser of Lot 9507 Berthold Street, Orelia (**subject site**). Carmel Group is currently seeking Development Approval for a child care centre at the subject site.

The City of Kwinana (**City**) requires a Waste Management Plan (**WMP**) to accompany applications for development of this nature. This WMP has been prepared to outline how waste is to be stored and collected from the proposed development.

3. OBJECTIVES AND SCOPE

The objective of this WMP is to outline the equipment and procedures that will be adopted to manage all waste at the subject site. Specifically, the Plan demonstrates that the Centre has be designed to:

- Adequately cater for the anticipated quantities of waste and recyclables to be generated by the proposed development;
- Provide a suitable Bin Storage Area including appropriate receptacles for the commercial development; and
- Allow for efficient servicing of receptacles by appropriate waste collection vehicles to the commercial development.

To achieve the objective, the scope of the Plan comprises:

- Section 4: Early Learning Centre Waste Management; and
- Section 5: Conclusions.

4. EARLY LEARNING CENTRE WASTE MANAGEMENT

4.1 WASTE GENERATION

4.1.1 Waste Generation Rates

The estimated waste generated at the Centre has been calculated using the waste generation rates set out in **Table 2**.

Table 2: Waste Generation Rates

	GENERAL WASTE GENERATION RATE	RECYCLING WASTE GENERATION RATE
Early Learning Centre	350L / 100m² floor area / week	350L / 100m² floor area / week

4.1.2 Waste Generation Volumes

Based on the above waste generation rates and the proposed Centre floor area (588m²), the estimated volume of waste generated by the Centre is as follows:

- General Waste: 2,058L / week; and
- Recycling: 2,058L / week.

4.2 WASTE STORAGE

4.2.1 Receptable Requirements

Based on the above waste generation rates, the following bins are required for the proposed early learning centre activity:

- Nine (9) 240L general waste receptacles; and
- Nine (9) 240L recycling receptacles.

The bins will be collected by a private contractor. Waste will be collected once per week which will enable the Centre to store the following volumes of waste:

- General Waste: 2,160L / week (9 x 240L x 1 collection); and
- Recycling Waste: 2,160L / week (9 x 240L x 1 collection).

4.2.2 Receptacle Size

The typical dimensions are shown in Table 3 below.

Table 3: Typical 360L Receptacle Dimension

RECEPTACLE SIZE (L)	DEPTH (M)	WIDTH (M)	HEIGHT (M)	AREA (M²)
240	0.740	0.550	1.070	0.407

4.2.3 Bin Storage Area Size

To ensure sufficient area is available for storage of the bins prior to servicing, the quantity of the bins was modelled on a once per week servicing schedule and a receptacle size of 240L.

Based upon typical 240L receptacle dimensions as per **Table 3**, the placement of the bins within the Bin Storage Area has been considered, as shown in **Figure 1** below. The Bin Storage Area is approximately 12m².

The Bin Storage Area is designed to accommodate the following receptacles:

- Nine (9) 240L general waste receptacles; and
- Nine (9) 240L recycling receptacles.



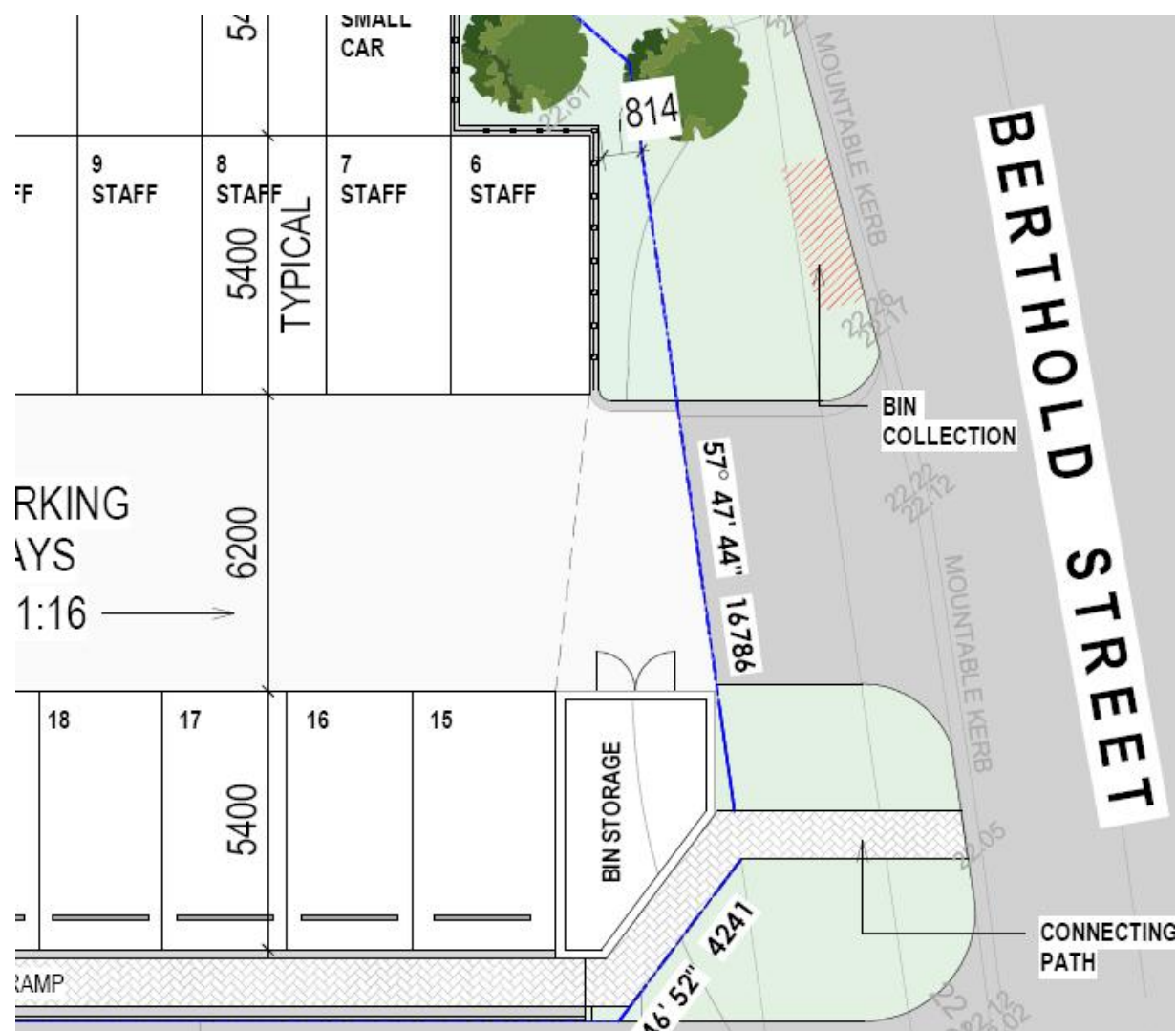


Figure 1: Bin Storage Area Location

4.2.4 Design

The bin storage area is located at the ground level of the centre adjacent to the on-site parking area. The bin storage area will:

- Be ventilated to a suitable standard;
- Have an impervious floor draining to the sewer and a trap to facilitate washing of the Bins in the Bin Storage Area;

- Have doors that will be vermin proof;
- Be cleaned when required to reduce potential odours (the bins, floor and walls); and
- Have a designated area inside the Bin Storage Area where the Bins will be washed down.

4.3 WASTE COLLECTION

The bins will be moved to the Berthold Street verge area for collection by the centre manager.

The waste will be collected by a private contractor between 6am and 4pm on business trading days. The operator will encourage the waste to be collected outside of the peak business hours.

4.4 CENTRE MANAGEMENT ACTIVITIES

The Centre Manager will be responsible for managing the waste collection at the proposed early learning centre. The Centre Manager will be responsible for completing the following tasks:

- Be ventilated to a suitable standard;
- Have an impervious floor draining to the sewer and a trap to facilitate washing of the Bins in the Bin Storage Area;
- Have doors that will be vermin proof;
- Used nappies are to be placed in the general waste bins;
- Be cleaned when required to reduce potential odours (the Bins, floor and walls); and
- Have a designated area inside the Bin Storage Area where the Bins will be washed down.
- Wheeling the bins required to be emptied from the Bin Storage Area one at a time during collection times;
- Monitoring of waste composition to identify opportunities for source separation of recycling waste materials and waste reduction activities;
- Maintenance of the Bins and the Bin Storage Area; and
- Clean the Bins and the Bin Storage Area when required.

5. CONCLUSIONS

The proposed early learning centre activity will be serviced by nine (9) 240L general waste bins and nine (9) 240L recycling waste bins which will be collected one (1) time per week by a private contractor. Bins will be collected from a bin area on Berthold Street. Bins will be moved by the centre manager prior to collection and moved back into the enclosure immediately (or as soon as practically possible) after being emptied.

This WMP demonstrates that the proposal will be serviced by sufficient bin storage facilities based on the estimated waste generated by the development.



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# Environmental Noise Assessment

**Lot 9507 Berthold Street, Orelia Child Care  
Centre**

**Reference: 21036214-01B**

**Prepared for:**  
Carmel Group



**Report: 21036214-01B**

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This report has been prepared in accordance with the scope of services described in the contract or agreement between Lloyd George Acoustics Pty Ltd and the Client. The report relies upon data, surveys, measurements and results taken at or under the particular times and conditions specified herein. Any findings, conclusions or recommendations only apply to the aforementioned circumstances and no greater reliance should be assumed or drawn by the Client. Furthermore, the report has been prepared solely for use by the Client, and Lloyd George Acoustics Pty Ltd accepts no responsibility for its use by other parties.

Date:	Rev	Description	Prepared By	Verified
24-Mar-22	-	Issued to Client	Matt Moyle	Terry George
7-Apr-22	0	Finalised for council submission	Matt Moyle	Terry George
20-Jun-22	A	Updated with future dwelling plans	Matt Moyle	Terry George
14-Jul-22	B	Updated with detailed dwelling plans	Matt Moyle	Terry George

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## Appendices

A	Development Plans
B	Land Use Map
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## 1 INTRODUCTION

It is proposed to develop Lot 9507 Berthold Street, Orelia (refer *Figure 1-1*) as a child care centre (CCC). The proposed childcare centre development will consist of the following:

- Internal play spaces capable of accommodating up to 89 children, grouped as follows:
  - 28 places for children aged 0-2 years,
  - 25 places for children aged 2-3 years,
  - 36 places for children aged 3+ years,
- Outdoor play areas located to the south, east and north east sides of the building.
- Amenities and associated mechanical plant such as:
  - Kitchen with rangehood and exhaust fans assumed to be located on the roof above CCC;
  - Various exhaust fans (toilets, laundry, nappy room) assumed to be located on the roof above the various tenancies, and
  - AC plant assumed to be located on ground in the drying court area.
- Car parking on the east area of the lot.

It is noted that future residential premises are in the vicinity of the subject site. This report presents the assessment of the noise emissions from child play, car doors closing in the car park and indicative mechanical plant associated with the overall development against the prescribed standards of the *Environmental Protection (Noise) Regulations 1997* (the Regulations) based on the drawings shown in *Appendix A*.

It is understood that the nature of future residential development to the south is to be predominantly two-storey in nature and constructed by Nicheliving who are aware of this application. Approved floor plans for the nearest dwellings were provided to Lloyd George Acoustics for the purposes of assessing noise levels to internal spaces in accordance with the Regulations.

The proposed hours of operation for the CCC are 6.30am to 6.30pm Monday to Friday. Therefore, staff and parents can arrive and park before 7.00am, which is during the night-time period of the Regulations. It is assumed outdoor child play would not occur until after 7.00am.

*Appendix C* contains a description of some of the terminology used throughout this report.

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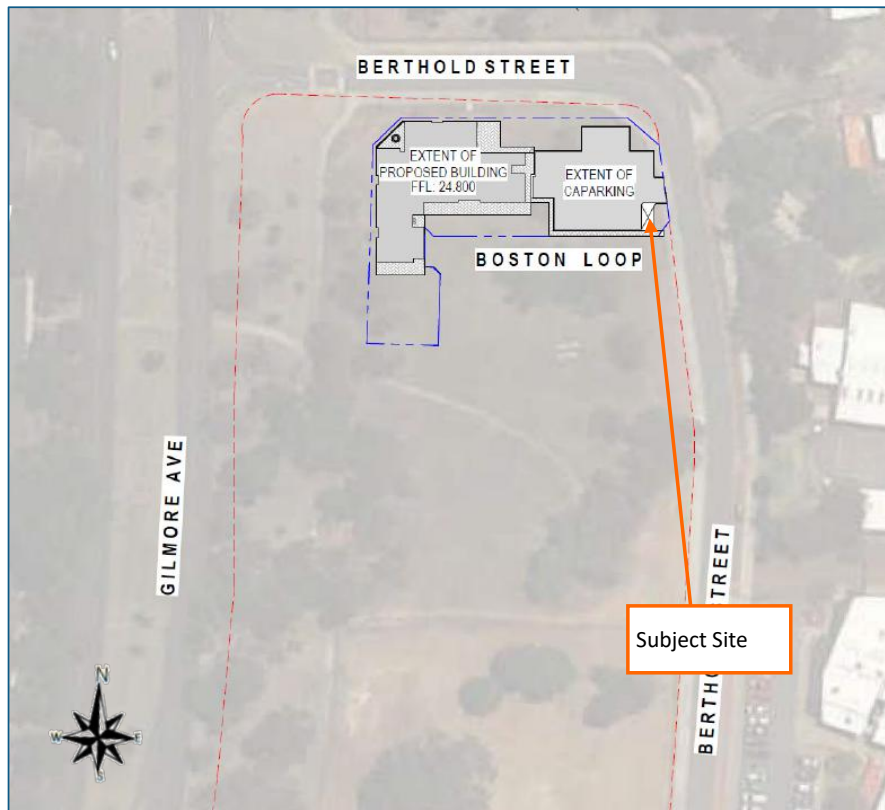


Figure 1-1 Project Locality



Figure 1-2 Project Site Plan

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## 2 CRITERIA

Environmental noise in Western Australia is governed by the *Environmental Protection Act 1986*, through the *Environmental Protection (Noise) Regulations 1997* (the Regulations).

Regulation 7 defines the prescribed standard for noise emissions as follows:

“7. (1) Noise emitted from any premises or public place when received at other premises –

- (a) Must not cause or significantly contribute to, a level of noise which exceeds the assigned level in respect of noise received at premises of that kind; and
- (b) Must be free of –
  - i. tonality;
  - ii. impulsiveness; and
  - iii. modulation,
 when assessed under regulation 9”

A “...noise emission is taken to significantly contribute to a level of noise if the noise emission ... exceeds a value which is 5 dB below the assigned level...”

Tonality, impulsiveness and modulation are defined in Regulation 9. Noise is to be taken to be free of these characteristics if:

- (a) The characteristics cannot be reasonably and practicably removed by techniques other than attenuating the overall level of noise emission; and
- (b) The noise emission complies with the standard prescribed under regulation 7 after the adjustments of *Table 2-1* are made to the noise emission as measured at the point of reception.

**Table 2-1 Adjustments Where Characteristics Cannot Be Removed**

Where Noise Emission is Not Music			Where Noise Emission is Music	
Tonality	Modulation	Impulsiveness	No Impulsiveness	Impulsiveness
+ 5 dB	+ 5 dB	+ 10 dB	+ 10 dB	+ 15 dB

Note: The above are cumulative to a maximum of 15dB.

The baseline assigned levels (prescribed standards) are specified in Regulation 8 and are shown in *Table 2-2*.



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Table 2-2 Baseline Assigned Noise Levels

Premises Receiving Noise	Time Of Day	Assigned Level (dB)		
		L <sub>A10</sub>	L <sub>A1</sub>	L <sub>Amax</sub>
Noise sensitive premises: highly sensitive area <sup>1</sup>	0700 to 1900 hours Monday to Saturday (Day)	45 + influencing factor	55 + influencing factor	65 + influencing factor
	0900 to 1900 hours Sunday and public holidays (Sunday)	40 + influencing factor	50 + influencing factor	65 + influencing factor
	1900 to 2200 hours all days (Evening)	40 + influencing factor	50 + influencing factor	55 + influencing factor
	2200 hours on any day to 0700 hours Monday to Saturday and 0900 hours Sunday and public holidays (Night)	35 + influencing factor	45 + influencing factor	55 + influencing factor
Noise sensitive premises: any area other than highly sensitive area	All hours	60	75	80

1. **highly sensitive area** means that area (if any) of noise sensitive premises comprising —
- (a) a building, or a part of a building, on the premises that is used for a noise sensitive purpose; and
  - (b) any other part of the premises within 15 metres of that building or that part of the building.

Gilmore Avenue carries 10,400 vpd (Main Roads 2018/2019 traffic count) and is therefore considered a secondary road and provides a +2 dB transport factor at those receivers within 100 metres from the road. The influencing factor applicable at the closest noise-sensitive premises has been calculated as 3 dB based on the land use map from the City of Kwinana shown in *Appendix B* and as shown in *Table 2-3*.

Table 2-3 Influencing Factor Calculation

Description	Within 100 metre Radius	Within 450 metre Radius	Total
Commercial Land	0.8 dB 15 %	0.1 dB 2 %	0.9 dB
Secondary Road	Gilmore Avenue (2 dB)	0 dB	2 dB
<b>Total</b>			<b>3 dB</b>

Table 2-4 shows the assigned noise levels including the influencing factor at the receiving locations.

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Table 2-4 Assigned Noise Levels

Premises Receiving Noise	Time Of Day	Assigned Level (dB)		
		L <sub>A10</sub>	L <sub>A1</sub>	L <sub>Amax</sub>
Nearest Residential Premises (to South)	0700 to 1900 hours Monday to Saturday (Day)	48	58	68
	0900 to 1900 hours Sunday and public holidays (Sunday)	43	53	68
	1900 to 2200 hours all days (Evening)	43	53	58
	2200 hours on any day to 0700 hours Monday to Saturday and 0900 hours Sunday and public holidays (Night)	38	48	58
Commercial	All hours	60	75	80

It should be noted the assigned noise levels above apply outside the receiving premises and at a point at least 3 metres away from any substantial reflecting surfaces. Where this was not possible to be achieved due to the close proximity of existing buildings and/or fences, the noise emissions were assessed at a point within 1 metre from building facades and a -2 dB adjustment was made to the predicted noise levels to account for reflected noise.

It is noted the assigned noise levels are statistical levels and therefore the period over which they are determined is important. The Regulations define the Representative Assessment Period (RAP) as *a period of time of not less than 15 minutes, and not exceeding 4 hours*, which is determined by an *inspector or authorised person* to be appropriate for the assessment of a noise emission, having regard to the type and nature of the noise emission. An *inspector or authorised person* is a person appointed under Sections 87 & 88 of the *Environmental Protection Act 1986* and include Local Government Environmental Health Officers and Officers from the Department of Environment Regulation. Acoustic consultants or other environmental consultants are not appointed as an *inspector or authorised person*. Therefore, whilst this assessment is based on a 4 hour RAP, which is assumed to be appropriate given the nature of the operations, this is to be used for guidance only.

Regulation 14A provides requirements for the collection of waste stating that this activity can also be exempt from having to comply with Regulation 7 prescribed standards provided it is undertaken between 7am and 7pm Mondays to Saturdays and undertaken in the quietest reasonable manner.

### 3 METHODOLOGY

Computer modelling has been used to predict the noise emissions from the development at all nearby receivers. The software used was *SoundPLAN 8.2* with the ISO 9613 algorithms (ISO 171534-3 improved method) selected, as they include the influence of wind and are considered appropriate given the relatively short source to receiver distances.

Input data required in the model are:

- Meteorological Information;
- Topographical data;
- Ground Absorption; and
- Source sound power levels.

#### 3.1 Meteorological Information

Meteorological information utilised is provided in *Table 3-1* and is considered to represent worst-case conditions for noise propagation. At wind speeds greater than those shown, sound propagation may be further enhanced, however background noise from the wind itself and from local vegetation is likely to be elevated and dominate the ambient noise levels.

*Table 3-1 Modelling Meteorological Conditions*

Parameter	Day (0700-1900)	Night (1900-0700)
Temperature (°C)	20	15
Humidity (%)	50	50
Wind Speed (m/s)	Up to 5	Up to 5
Wind Direction*	All	All

\* Note that the modelling package used allows for all wind directions to be modelled simultaneously.

It is generally considered that compliance with the assigned noise levels needs to be demonstrated for 98% of the time, during the day and night periods, for the month of the year in which the worst-case weather conditions prevail. In most cases, the above conditions occur for more than 2% of the time and therefore must be satisfied.

#### 3.2 Topographical Data

Based on the site plan provided and *Google* publicly available elevation data, a 3-dimensional model was developed, which included ground elevations and the future dwellings nearby.

#### 3.3 Walls and Fences

It is assumed that a 1.8m high solid fence will be installed encompassing the play areas on the south and east sides. The fence is proposed to be atop retaining walls of various heights and continuing down at the lower level of the play area. The modelling has assumed that no gaps are present in these barriers, and this will need to be ensured in the final build.

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The material selected for all barriers must have a minimum  $8\text{kg/m}^2$  surface mass to be effective acoustically.

Figure 3-1 shows a view of the 3D model based on the information above in relation to topography and building and fence heights. Also shown are the outdoor play areas (pink polygon) and point sources (e.g. mechanical plant, car doors) as purple dots.

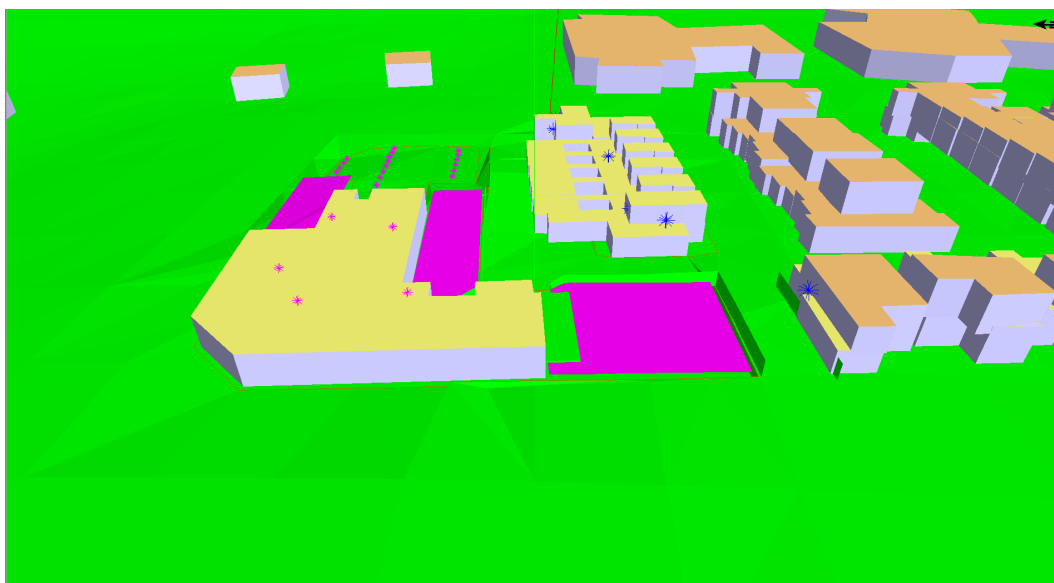


Figure 3-1 North West Elevation View of 3D Noise Model

### 3.4 Ground Absorption

Ground absorption varies from a value of 0 to 1, with 0 being for an acoustically reflective ground (e.g. asphalt, concrete) and 1 for acoustically absorbent ground (e.g. grass/sand). In this instance, a value of 0.1 has been used for the car park and road areas, and 0.6 for all other areas.

### 3.5 Buildings and Receivers

Surrounding existing buildings were included in the noise model, as these can provide noise shielding as well as reflection paths.

Future residential buildings at lots 38, 47-52 are also included based on the concept floor plans in Appendix A and are noted to be double storey. It is also noted that garages for lots 47 to 52 are oriented on the north sides and therefore are not considered critical receiver locations.

Figure 3-2 shows a 2D overview of the noise model with the location of all most critical receivers identified.



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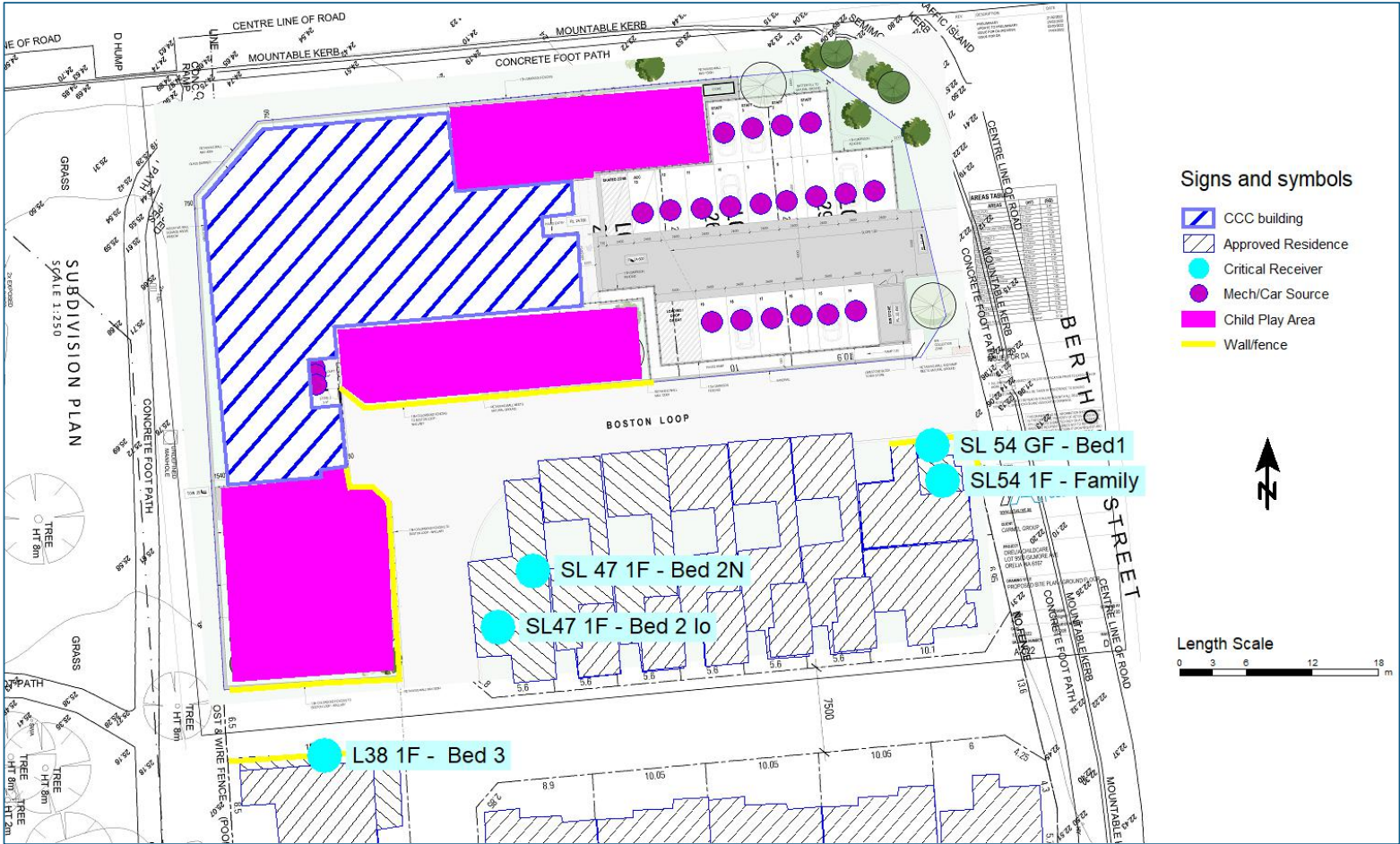


Figure 3-2 2D Overview of Noise Model

### 3.6 Source Sound Levels

The sound power levels used in the modelling are provided in *Table 3-2*.

**Table 3-2 Source Sound Power Levels, dB**

Description	Octave Band Centre Frequency (Hz)								Overall dB(A)
	63	125	250	500	1k	2k	4k	8k	
Babies Play Aged 0-2 Years (10 kids), L <sub>10</sub>	78	54	60	66	72	74	71	67	<b>78</b>
Toddler Play Aged 2-3 Years (10 kids), L <sub>10</sub>	61	67	73	79	81	78	74	70	<b>85</b>
Kindy Play Aged 3+ Years (10 kids), L <sub>10</sub>	64	70	75	81	83	80	76	72	<b>87</b>
CCC AC plant, single fan unit (3 off), L <sub>10</sub>	77	75	75	70	65	61	55	55	<b>72 (per)</b>
Toilet/Laundry Exhausts, each, L <sub>10</sub>	60	65	62	63	60	61	56	53	<b>67</b>
Kitchen Exhaust, L <sub>10</sub>	50	64	61	70	69	66	62	50	<b>73</b>
Closing Car Door, L <sub>max</sub>	71	74	77	81	80	78	72	61	<b>84</b>

The following is noted in relation to the source levels above:

- Child play source levels are based on Guideline 3.0 provided by the Association of Australasian Acoustical Consultants (AAAC) published September 2020. Where the number of children for individual play areas is specified in the plans, these have been adjusted from the reference source levels using appropriate acoustical calculations. Outdoor child play was modelled as area sources at 1-metre heights above ground level. The sound power levels used in the model were scaled as follows:
  - 28 Babies = 81 dB(A)
  - 25 Toddlers = 88 dB(A)
  - 36 Kindy = 92 dB(A)
- Based on the AAAC Guideline 3.0, source sound power levels for AC condensing units were assumed. Medium sized (single fan) outdoor units were deemed appropriate. Each was modelled as a point source located 1.0 metres above ground level positioned in the designated drying court area.
- Other mechanical plant includes exhaust fans (toilets and laundry) and one kitchen exhaust fan/rangehood fan for the CCC. All were modelled as point sources approximately 0.5 metres above roof level and above the area serviced.
- Car doors closing were modelled as a point source 1.0 metre above ground level. Since noise from a car door closing is a short term event, only the L<sub>Amax</sub> level is applicable.

## 4 RESULTS

### 4.1 Outdoor Child Play

The childcare development will host up to 89 children. It is noted play time is generally staggered and therefore not all children would be playing outside at once for extended periods of time. However, noise levels were conservatively predicted for a worst-case scenario, totalling 89 children (all ages) playing outside simultaneously for extended periods of time.

Table 4-1 presents the predicted noise levels at each receiver, noting the predicted noise levels are from child play only i.e. mechanical plant noise is not included. Figure 4-1 also shows the predicted noise levels as a noise contour map at first floor level (4.2 metres AGL) as this is the most critical level.

**Table 4-1 Predicted Noise Levels of Child Play, dB LA10**

Receiver	Façade Direction	89 Children Outside
L38 (First Floor) – Bed 3	N	51
SL47 (First Floor) – Bed 2 Loft	W	50
SL47 (First Floor) – Bed 2 Loft	N	48
SL54 (Ground Floor) – Bed 1	N	37
SL54 (First Floor) – Family Balcony	N	35

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***Figure 4-1 Child Play Noise Contour Plot, dB LA10***



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## 4.2 Mechanical Plant

Mechanical plant consists of AC plant and extraction fans for the kitchen, toilets and laundry. The exhaust fans were assumed to be located on the roof and above the room being serviced.

Since the childcare centre opens from 6.30am, AC plant may potentially operate prior to 7.00am, and for conservativeness, it was considered that all plant could be operating simultaneously at night-time (i.e. before 7.00am). The predicted mechanical plant noise levels are presented in *Table 4-2*. The overall plant noise levels are also shown on *Figure 4-2*.

**Table 4-2 Predicted Noise Levels of Night Mechanical Plant, dB  $L_{A10}$**

Receiver	All Plant Combined
L38 (First Floor) – Bed 3	26
SL47 (First Floor) – Bed 2 Loft	32
SL47 (First Floor) – Bed 2 Loft	33
SL54 (Ground Floor) – Bed 1	22
SL54 (First Floor) – Family Balcony	19

It can be seen that at all receivers, the predicted mechanical plant noise is lower than the child play noise levels (*Table 4-1*). Therefore, child play noise would dominate the noise levels during the day at most receivers, except prior to 7.00am, when child play noise is not present. The above results should be recalculated once mechanical plant specifications are known closer to building permit application.

## 4.3 Car Park

The model includes noise from car doors closing in all parking bays and *Table 4-3* presents the highest predicted noise levels applicable to each receiver. *Figure 4-3* also presents the maximum noise levels at ground level (1.5 m AGL) for car doors as a contour map. Note that this contour is not a cumulative level, but a composite contour of each maximum noise event.

**Table 4-3 Predicted Car Doors Closing Noise Levels, dB  $L_{Amax}$**

Receiver	Car doors
L38 (First Floor) – Bed 3	30
SL47 (First Floor) – Bed 2 Loft	29
SL47 (First Floor) – Bed 2 Loft	37
SL54 (Ground Floor) – Bed 1	43
SL54 (First Floor) – Family Balcony	45

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***Figure 4-2 Mechanical Plant Noise Contours, dB L<sub>A10</sub>***

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***Figure 4-3 Noise from Car Doors Contour Plot, dB  $L_{Amax}$***

## 5 ASSESSMENT

### 5.1 Outdoor Child Play

Although the childcare centre opens from 6.30am, outdoor child play will only occur after 7.00am, when the assigned noise levels increase by 10 dB compared to prior to 7.00am. Noise from child play is not considered to contain annoying characteristics within the definition of the Regulations and therefore, no adjustments are made to the predicted noise levels. *Table 5-1* presents the assessment of the highest predicted noise levels from all 89 children playing outside against the  $L_{A10}$  assigned noise level at each receiver.

*Table 5-1 Assessment of Outdoor Child Play Noise Levels, dB  $L_{A10}$*

Receiver	Assigned Noise Level	Predicted Level	Exceedance
L38 (First Floor) – Bed 3	48	42*	Complies
SL47 (First Floor) – Bed 2 Loft West	48	42*	Complies
SL47 (First Floor) – Bed 2 Loft	48	48	Complies
SL54 (Ground Floor) – Bed 1	48	37	Complies
SL54 (First Floor) – Family Balcony	48	35	Complies

\*Note: Result derived from internal level on the basis of window being fixed type (non-opening).

The assessment demonstrates an exceedance outside of two future dwellings based on a conservative scenario of all 89 children playing outside simultaneously. Note that the above results are outside levels at sensitive facades (windows of Lots 38 and 47). Therefore, the resulting internal level is critical with regard to compliance. Where a balcony exists, compliance is calculated.

For the Nicheliving dwellings, it is noted that the upper sensitive windows of Lot 38 and SL47 directly facing the play areas are fixed with standard glass, and will achieve a minimum  $R_w + C_{tr} \geq 24$  acoustic performance (Refer Appendix A). On this basis, the calculated worst-case internal noise level is 27 dB  $L_{A10}$ . Where noise is assessed internally with windows fixed closed, the Regulations adjust the internal level by + 15 dB, in this case being 42 dB  $L_{A10}$ , which is compliant with the assigned level of 48 dB  $L_{A10}$ .

### 5.2 Mechanical Plant

Given the proposed opening hours of the childcare centre, the night-time period (i.e. before 7.00am) is most critical. The overall noise levels are generally dominated by the exhaust plant and A/C condenser noise, which may be considered tonal, and a +5 dB adjustment (refer *Table 5-2*) applies to predictions.



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**Table 5-2 Assessment of Mechanical Plant Noise Levels, dB  $L_{A10}$** 

Receiver	Night Assigned Noise Level	Predicted Level	Adjusted Level	Exceedance
L38 (First Floor) – Bed 3	38	26	31	Complies
SL47 (First Floor) – Bed 2 Loft West	38	32	37	Complies
SL47 (First Floor) – Bed 2 Loft	38	33	38	Complies
SL54 (Ground Floor) – Bed 1	38	22	27	Complies
SL54 (First Floor) – Family Balcony	38	19	24	Complies

Based on the predicted noise levels in *Table 5-2*, the most critical mechanical plant noise levels are to the south at Lot 47, though levels are compliant for all receivers. The primary contributors are the AC condensers, though the kitchen exhaust also contributes and therefore should be designed with reduced noise as a consideration.

As compliance is achieved at night, it will also be achieved at other times where the assigned level is 5-10 dB higher than at night. Note that this assessment is based on assumptions in relation to the number, size and type of AC plant and exhaust fans. Therefore, mechanical plant noise is to be reviewed by a qualified acoustical consultant during detailed design, when plant selections and locations become known.

### 5.3 Car Doors

Given the proposed hours of operation, staff and visitors may arrive before 7.00am when the night-time assigned noise level of 58 dB  $L_{Amax}$  is applicable. Car door noise was considered impulsive within the definition of the Regulations. Therefore, an adjustment of +10 dB (refer *Table 5-3*) is to be applied to the predicted noise levels.

**Table 5-3 Assessment of Car Doors Closing Noise Levels, dB  $L_{Amax}$** 

Receiver	Night Assigned Noise Level	Predicted Level	Adjusted Level	Exceedance
L38 (First Floor) – Bed 3	58	30	40	Complies
SL47 (First Floor) – Bed 2 Loft West	58	29	39	Complies
SL47 (First Floor) – Bed 2 Loft	58	37	47	Complies
SL54 (Ground Floor) – Bed 1	58	43	53	Complies
SL54 (First Floor) – Family Balcony	58	45	55	Complies

The noise from car doors is demonstrated to comply at all locations. During the day compliance is readily achieved.

## 6 CONCLUSIONS

To mitigate noise from exhaust fans, it is recommended that these be designed as inline or ceiling type fans, which could be installed with attenuators, rather than externally mounted plant.

The AC condensing units, while potentially compliant at all times, may be mitigated further with quiet mode (reduced capacity) programming prior to 7.00 am. These options should be explored during detailed design and verified by the mechanical services engineer and a qualified acoustical consultant, when plant selections and locations become known.

Noise from child play is demonstrated to comply during the day where a future dwelling has an accessible outdoor area (e.g. alfresco or balcony) and also internally as worst case windows are fixed type (refer Appendix A).

Noise from car park use to properties to the south should be anticipated, however the assessment demonstrates compliance at all times and no further recommendations are applicable.

Regulation 14A provides requirements for the collection of waste stating that this activity can also be exempt from having to comply with Regulation 7 prescribed standards provided it is undertaken between 7am and 7pm Mondays to Saturdays and undertaken in the quietest reasonable manner.

Finally, the following best practices should be implemented where practicable:

- The behaviour and 'style of play' of children should be monitored to prevent particularly loud activity e.g. loud banging/crashing of objects, 'group' shouts/yelling,
- Favour soft finishes in the outdoor play area to minimise impact noise (e.g. soft grass, sand pit(s), rubber mats) over timber or plastic,
- Favour soft balls and rubber wheeled toys,
- No amplified music to be played outside,
- External doors and windows to be closed during indoor activity / play, and
- Any music played within the internal activity areas to be 'light' music with no significant bass content and played at a relatively low level.
- Car park drainage grates to be plastic or metal with rubber gasket and secured to avoid excess banging

**Appendix A**

**Development Plans**

ORELIA CHILDCARE CENTRE

LOT 9500 GILMORE AVENUE  
ORELIA  
WA 6167

SHEET LIST					
Sheet Name	Current Revision Description	Current Revision	Current Revision Date	Drawn By	Checked By
COVER SHEET	RE-ISSUE FOR DA	D	12/07/2022	AA	AA
SITE ANALYSIS PLAN	RE-ISSUE FOR DA	D	12/07/2022	AA	AA
SITE PLAN PROPOSED	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
PROPOSED SITE PLAN / GROUND FLOOR	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
PROPOSED SITE LEVELS / RETAINING AND RAMPS	RE-ISSUE FOR DA	C	12/07/2022	AA	AA
PERSPECTIVES	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
PERSPECTIVES	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
PERSPECTIVES	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
PERSPECTIVES	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
PERSPECTIVES	RE-ISSUE FOR DA	E	12/07/2022	AA	AA
PERSPECTIVES	RE-ISSUE FOR DA	F	12/07/2022	AA	AA
ISOMETRIC VIEW	RE-ISSUE FOR DA	E	12/07/2022	AA	AA
ISOMETRIC MASSING VIEWS	RE-ISSUE FOR DA	B	12/07/2022	AA	AA
STREET SCAPES VIEWS	RE-ISSUE FOR DA	A	12/07/2022	AA	AA
PLAN - ROOF PLAN	DA COUNCIL RFI	C	24/06/2022	AA	AA
EXTERNAL ELEVATION	RE-ISSUE FOR DA	E	12/07/2022	AA	AA
EXTERNAL ELEVATION	RE-ISSUE FOR DA	E	12/07/2022	AA	AA
EXTERNAL ELEVATIONS MATERIALS PALETTE	RE-ISSUE FOR DA	D	12/07/2022	AA	AA
SECTIONS	RE-ISSUE FOR DA	D	12/07/2022	AA	AA



REV	DESCRIPTION	DATE
A	ISSUE FOR DA (REVIEW)	03/03/2022
B	ISSUE FOR DA	17/03/2022
C	DA COUNCIL RFI	24/06/2022
D	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

- NOTES:
- ALL DIMENSIONS SUBJECT TO ON SITE VERIFICATION PRIOR TO EXECUTION OF WORK
  - FIGURED DIMENSIONS SHALL BE TAKEN IN PREFERENCE TO SCALING
  - THE DRAWINGS MUST BE READ IN CONJUNCTION WITH ALL RELEVANT CONTRACTS, SPECIFICATION AND ASSOCIATED DRAWINGS.

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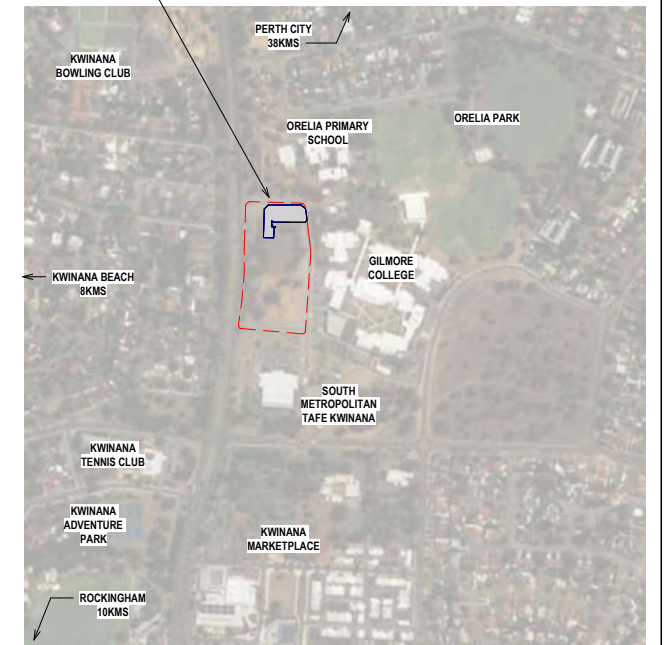
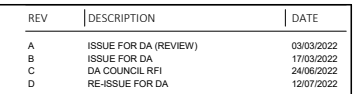
CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

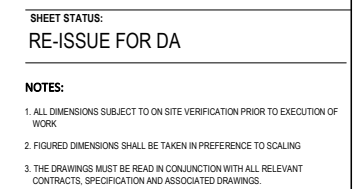
DRAWING TITLE  
COVER SHEET

DRAWN AA	DESIGN AA	SCALE @ A1
DATE 10.02.2022	PROJECT NUMBER 22-009	
DRAWING NUMBER A-001	ISSUE D	





② LOCATION PLAN  
1 : 5000



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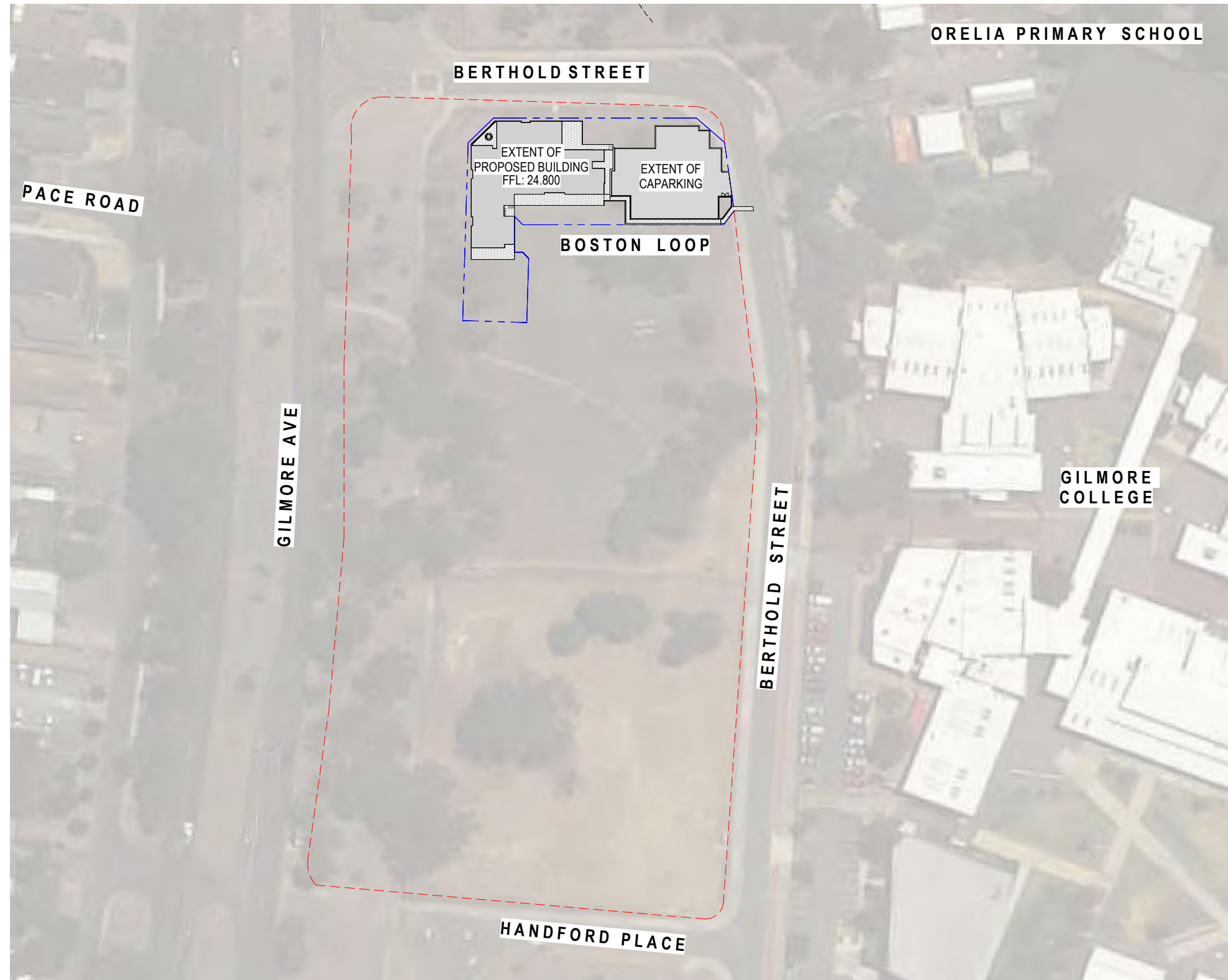


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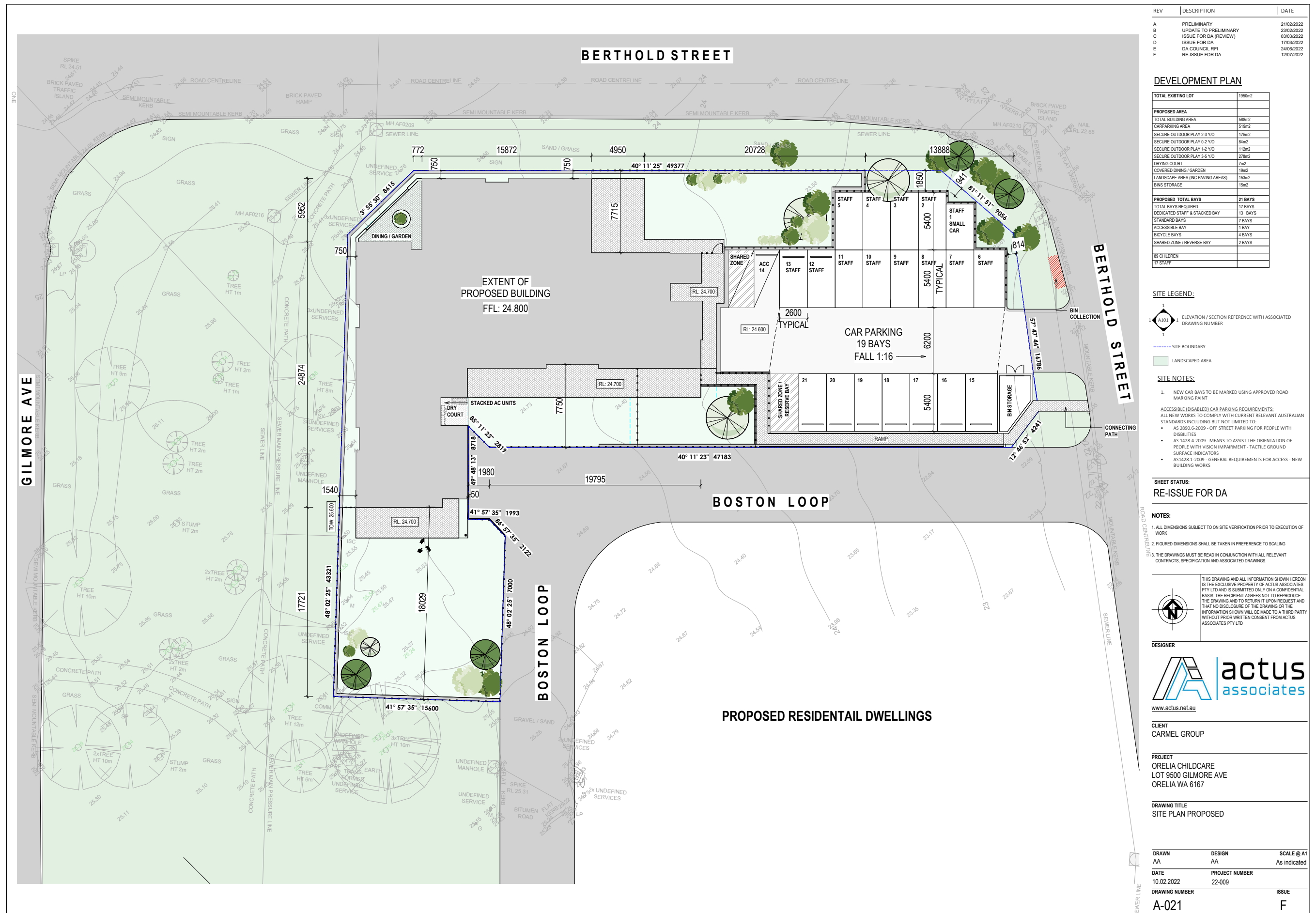
PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAFTING TITLE  
SITE ANALYSIS PLAN

DRAWN AA	DESIGN AA	SCALE @ A1 As indicated
DATE 10.02.2022	PROJECT NUMBER 22-009	
DRAWING NUMBER A-020		ISSUE D



1 SITE ANALYSIS  
1:500












1 NORTH WEST PERSPECTIVE  
1 : 10

REV	DESCRIPTION	DATE
A	PRELIMINARY	21/02/2022
B	UPDATE TO PRELIMINARY	23/02/2022
C	ISSUE FOR DA (REVIEW)	03/03/2022
D	ISSUE FOR DA	17/03/2022
E	DA COUNCIL RFI	24/06/2022
F	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

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ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
PERSPECTIVES

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-031	F	





2 WEST PERSPECTIVE  
1 : 10

REV	DESCRIPTION	DATE
A	PRELIMINARY	21/02/2022
B	UPDATE TO PRELIMINARY	23/02/2022
C	ISSUE FOR DA (REVIEW)	03/03/2022
D	ISSUE FOR DA	17/03/2022
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PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
PERSPECTIVES

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-032	F	





3 NORTH EAST PERSPECTIVE  
1 : 10

REV	DESCRIPTION	DATE
A	PRELIMINARY	21/02/2022
B	UPDATE TO PRELIMINARY	23/02/2022
C	ISSUE FOR DA (REVIEW)	03/03/2022
D	ISSUE FOR DA	17/03/2022
E	DA COUNCIL RFI	24/06/2022
F	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

- NOTES:
- 1. ALL DIMENSIONS SUBJECT TO ON SITE VERIFICATION PRIOR TO EXECUTION OF WORK
  - 2. FIGURED DIMENSIONS SHALL BE TAKEN IN PREFERENCE TO SCALING
  - 3. THE DRAWINGS MUST BE READ IN CONJUNCTION WITH ALL RELEVANT CONTRACTS, SPECIFICATION AND ASSOCIATED DRAWINGS.

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DESIGNER



CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
PERSPECTIVES

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-033	F	





4 EAST PERSPECTIVE  
1 : 10

REV	DESCRIPTION	DATE
A	PRELIMINARY	21/02/2022
B	UPDATE TO PRELIMINARY	23/02/2022
C	ISSUE FOR DA (REVIEW)	03/03/2022
D	ISSUE FOR DA	17/03/2022
E	DA COUNCIL RFI	24/06/2022
F	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

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DESIGNER



CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
PERSPECTIVES

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-034	F	





5 SOUTH PERSPECTIVE  
1 : 10

REV	DESCRIPTION	DATE
A	PRELIMINARY	21/02/2022
B	UPDATE TO PRELIMINARY	23/02/2022
C	ISSUE FOR DA (REVIEW)	03/03/2022
D	DA COUNCIL RFI	24/06/2022
E	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

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DESIGNER



CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
PERSPECTIVES

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-035	E	





6 BOSTON LOOP RAMP  
1 : 10

REV	DESCRIPTION	DATE
A	PRELIMINARY	21/02/2022
B	UPDATE TO PRELIMINARY	23/02/2022
C	ISSUE FOR DA (REVIEW)	03/03/2022
D	ISSUE FOR DA	17/03/2022
E	DA COUNCIL RFI	24/06/2022
F	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

- NOTES:
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DESIGNER

  
[www.actus.net.au](http://www.actus.net.au)

CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
PERSPECTIVES

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-036	F	





7 ISOMETRIC VIEW  
1 : 10

REV	DESCRIPTION	DATE
A	UPDATE TO PRELIMINARY	23/03/2022
B	ISSUE FOR DA (REVIEW)	03/03/2022
C	ISSUE FOR DA	17/03/2022
D	DA COUNCIL RFI	24/06/2022
E	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

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DESIGNER



CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
ISOMETRIC VIEW

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-037	E	



REV	DESCRIPTION	DATE
A	DA COUNCIL RFI	24/06/2022
B	RE-ISSUE FOR DA	12/07/2022

SHEET STATUS:  
RE-ISSUE FOR DA

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DESIGNER

  
[www.actus.net.au](http://www.actus.net.au)

CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
ISOMETRIC MASSING VIEWS

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 20
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-038	B	



8 MASSING MODELS  
1 : 20





GILMORE AVE STREET ELEVATION



BERTHHOLD STREET ELEVATION



BERTHHOLD / BOSTON LOOP  
STREET ELEVATION

REV	DESCRIPTION	DATE
A	RE-ISSUE FOR DA	12/07/2022

<b>SHEET STATUS:</b> RE-ISSUE FOR DA
---

- NOTES:**
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DESIGNER



**actus**  
associates

[www.actus.net.au](http://www.actus.net.au)

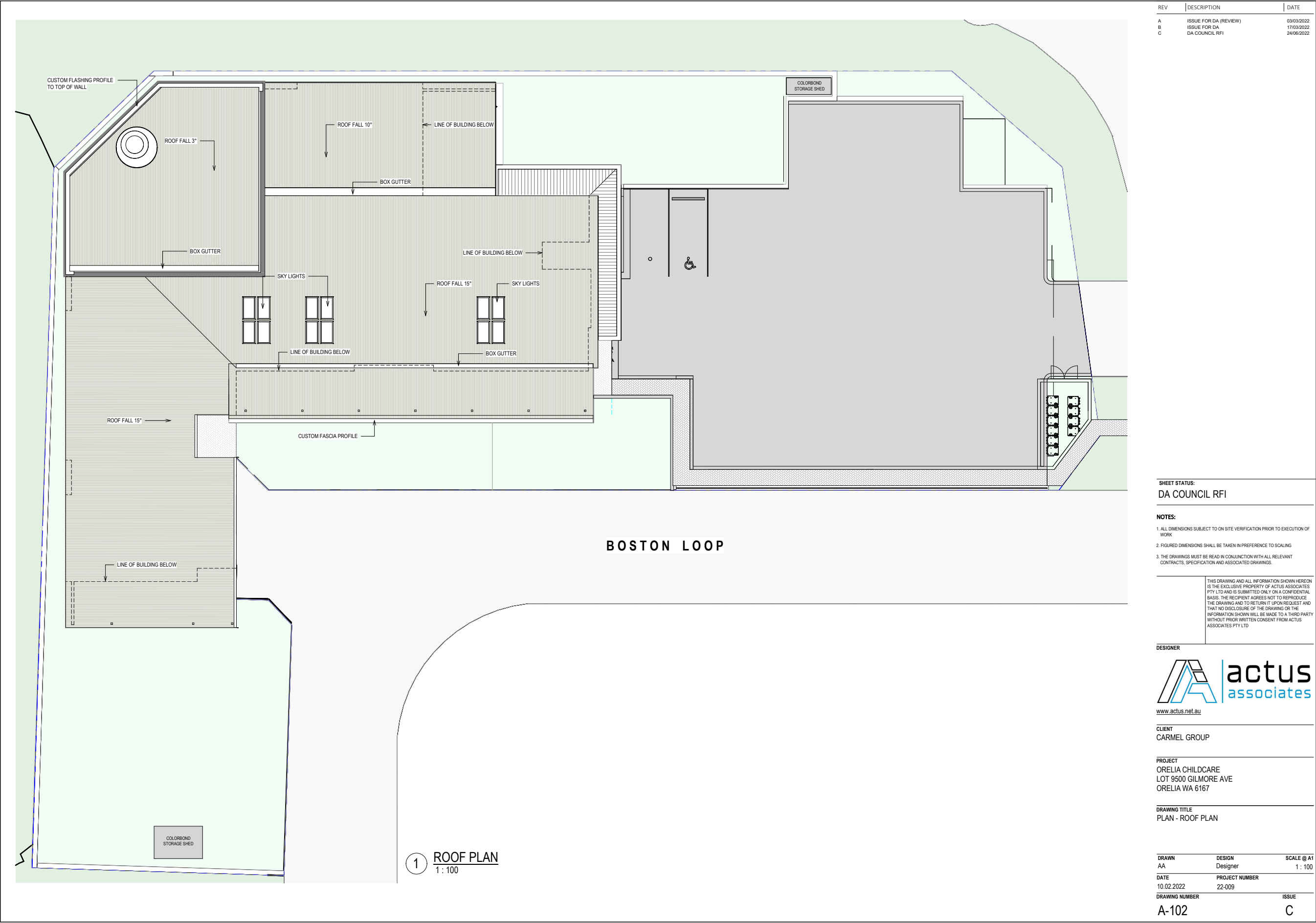
CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
STREET SCAPE VIEWS

DRAWN AA	DESIGN Designer	SCALE @ A1
DATE 10.02.2022	PROJECT NUMBER 22-009	
DRAWING NUMBER A-039	ISSUE A	





REV	DESCRIPTION	DATE
A	ISSUE FOR DA (REVIEW)	03/03/2022
B	ISSUE FOR DA	17/03/2022
C	DA COUNCIL RFI	24/06/2022

SHEET STATUS:  
DA COUNCIL RFI

- NOTES:
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DESIGNER

  
[www.actus.net.au](http://www.actus.net.au)

CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

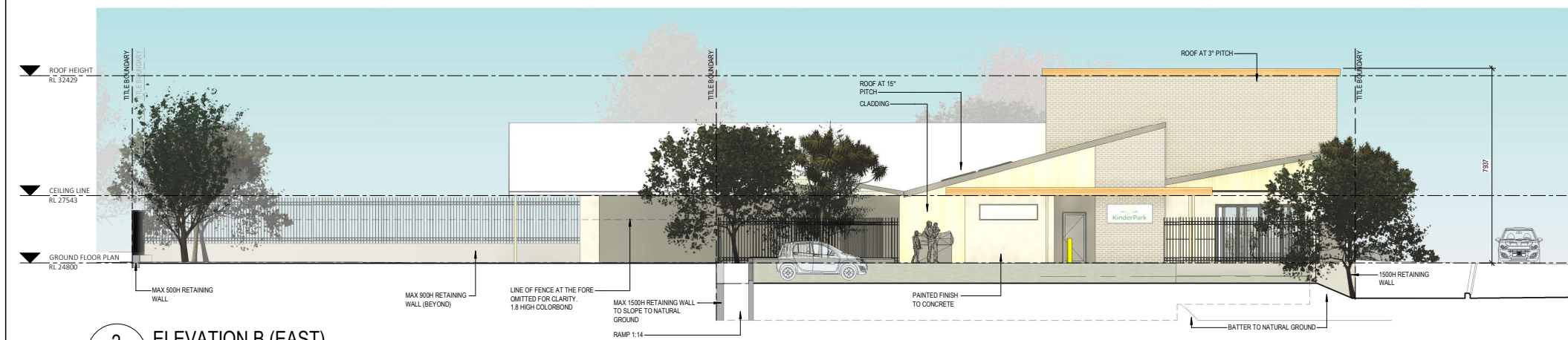
DRAWING TITLE  
PLAN - ROOF PLAN

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 100
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-102	C	

REV	DESCRIPTION	DATE
A	UPDATE TO PRELIMINARY	23/02/2022
B	ISSUE FOR DA (REVIEW)	03/03/2022
C	ISSUE FOR DA	17/03/2022
D	DA COUNCIL RFI	24/06/2022
E	RE-ISSUE FOR DA	12/07/2022



1 ELEVATION A (NORTH)  
1 : 100



2 ELEVATION B (EAST)  
1:100

SHEET STATUS:  
RE-ISSUE FOR DA

**NOTES:**

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DESIGNER



CLIENT  
CARMEL GROUP


PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
EXTERNAL ELEVATION

<b>DRAWN</b> AA	<b>DESIGN</b> Designer	<b>SCALE @ A1</b> 1 : 100
<b>DATE</b> 10.02.2022	<b>PROJECT NUMBER</b> 22-009	
<b>DRAWING NUMBER</b> A-201		<b>ISSUE</b> E








REV	DESCRIPTION	DATE
A	ISSUE FOR DA (REVIEW)	03/03/2022
B	ISSUE FOR DA	17/03/2022
C	DA COUNCIL RFI	24/06/2022
D	RE-ISSUE FOR DA	12/07/2022

**SHEET STATUS:**  
RE-ISSUE FOR DA

**NOTES:**  
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**DESIGNER**  
  
[www.actus.net.au](http://www.actus.net.au)

**CLIENT**  
CARMEL GROUP


**PROJECT**  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

**DRAWING TITLE**  
EXTERNAL ELEVATIONS MATERIALS PALETTE


DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 10

DATE	PROJECT NUMBER
10.02.2022	22-009

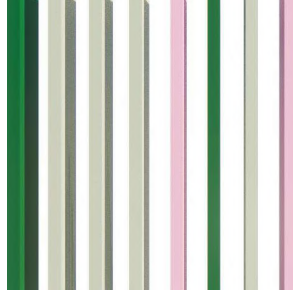
DRAWING NUMBER	ISSUE
A-203	D




1 TIMBER LOOK CUSTOM CAPPING PROFILE



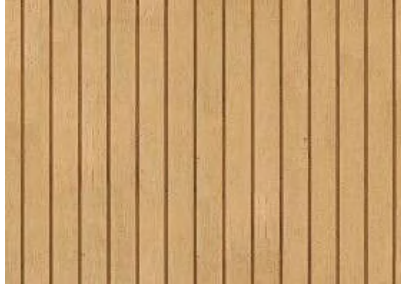
2 BRICKWORK WITH WHITE MORTAR




3 METAL BATTEN SCREENING. PINK / GREEN / DARK GREEN



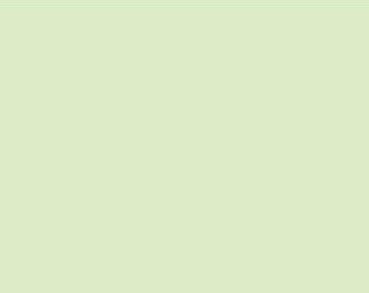
4 MONUMENT WINDOW FRAMES, FASCIA AND FLASHING




5 TIMBER PANELING




6 TEXTURE COAT TO CONCRETE PANELS




PAINT FINISH




RENDER FINISH TO RETAINING WALLS



9 TINTED FRAMELESS GLASS BARRIER



FASCIA



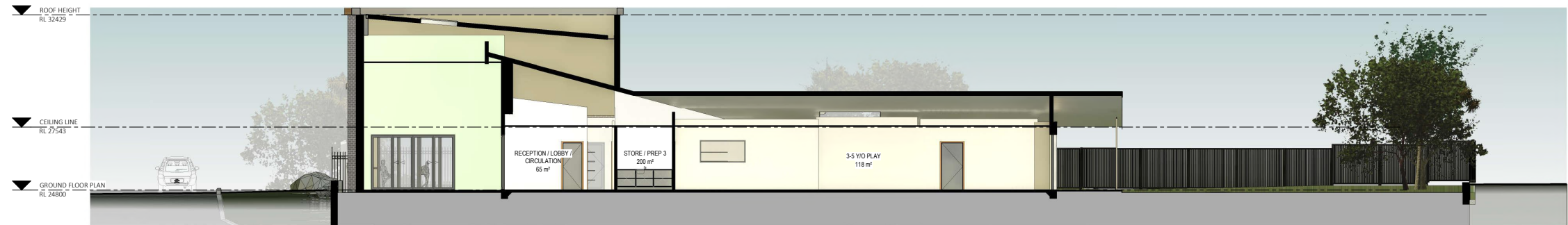
11 PERSPEX (OR SIMILAR) SIGNAGE / ARTWORK (INDICATIVE ONLY)



REV	DESCRIPTION	DATE
A	ISSUE FOR DA (REVIEW)	03/03/2022
B	ISSUE FOR DA	17/03/2022
C	DA COUNCIL RFI	24/06/2022
D	RE-ISSUE FOR DA	12/07/2022



1 SECTION A  
1 : 100



2 SECTION B  
1 : 100

SHEET STATUS:  
RE-ISSUE FOR DA

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DESIGNER



CLIENT  
CARMEL GROUP

PROJECT  
ORELIA CHILDCARE  
LOT 9500 GILMORE AVE  
ORELIA WA 6167

DRAWING TITLE  
SECTIONS

DRAWN	DESIGN	SCALE @ A1
AA	Designer	1 : 100
DATE	PROJECT NUMBER	
10.02.2022	22-009	
DRAWING NUMBER	ISSUE	
A-301	D	

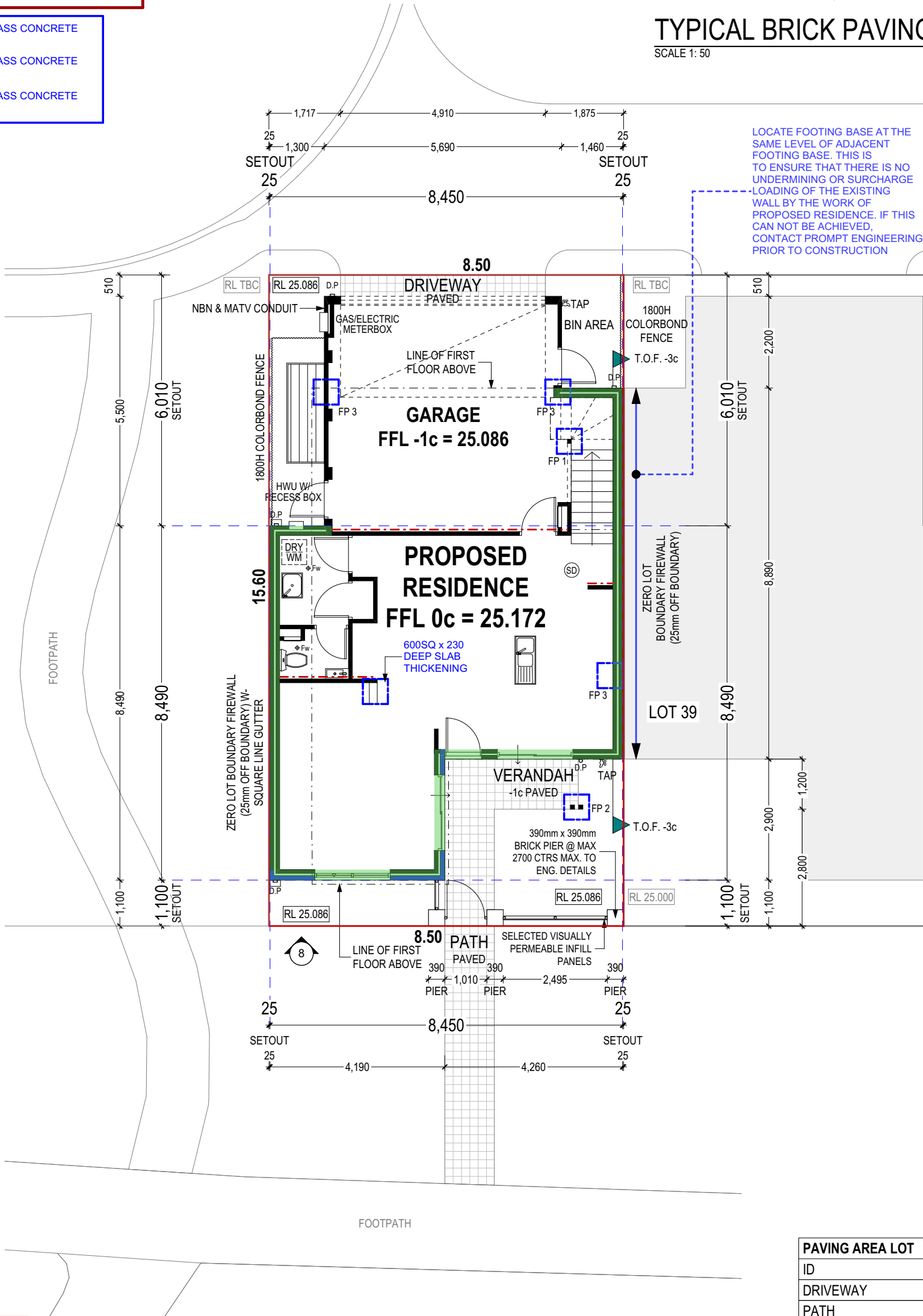
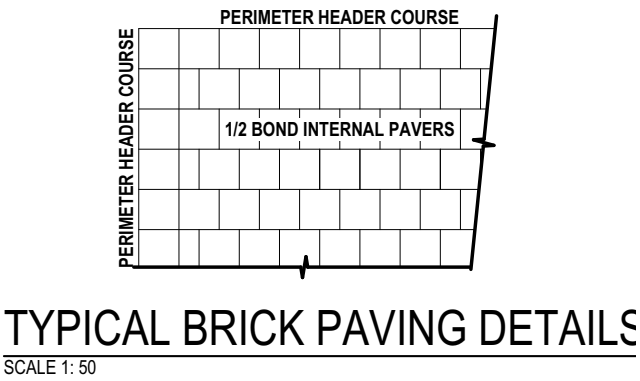
'DB-A85 POD SP' FOOTING DETAIL IS ISSUED BASE ON THE ASSUMPTION THAT THE SITE WORK HAS BEEN DONE AS PER RECOMMENDATION PROVIDED IN GEOTECHNICAL REPORT REF NO. J1701017 001 R REV 0 PREPARED BY GALT GEOTECHNICS.

PLEASE CONTACT ENGINEER PRIOR TO PROCEEDING IF IT IS NOT THE CASE.

BUILDER'S NOTE:  
LOAD BEARING WALLS ARE INDICATED NEXT TO - - - DASH LINE.  
PROVIDE INTERNAL SLAB THICKENING UNDER INTERNAL LOAD BEARING WALLS AND 280 DEEP FOOTING UNDER GARAGE WALL.

FP1 = 400SQ x 280 DEEP MASS CONCRETE PAD FOOTING.  
FP2 = 500SQ x 280 DEEP MASS CONCRETE PAD FOOTING.  
FP3 = 600SQ x 280 DEEP MASS CONCRETE PAD FOOTING.

PROVIDE 85mm SLAB WITH MIN SL53 MESH



LOCATE FOOTING BASE AT THE SAME LEVEL OF ADJACENT FOOTING BASE. THIS IS TO ENSURE THAT THERE IS NO UNDERMINING OR SURCHARGE LOADING OF THE EXISTING WALL BY THE WORK OF PROPOSED RESIDENCE. IF THIS CAN NOT BE ACHIEVED, CONTACT PROMPT ENGINEERING PRIOR TO CONSTRUCTION

PRELIMINARY

Nicheliving construction

180 Newcastle Street, Perth WA 6000  
TEL: 08 9483 0000  
FAX: 08 6230 5429  
www.nicheliving.com.au

SITE PLAN  
1:100

REVISION:				
NO.	DATE	DESCRIPTION	DWN	CHK
A	17.11.21	PRELIMINARY	PR	
B	21.03.22	AMENDED BEFORE CDC	PR	
C	21.03.22	WINDOW CHANGE TO BED 3 W/- ADDITION OF WALL VENT	PR	

BUILDER .....  
OWNER .....  
OWNER .....  
DATE .....

CLIENT: NICHELIVING  
ADDRESS: LOT 38 OPTION 3M (4x2)  
2 Knepp Lane Orelia, WA 6167

DRAWN: RAF/SM  
JOB No.: ORE2B-GIL38  
SHEET: 1 OF 12



COLORBOND ROOF @ NOTED PITCH  
NON - COASTAL ZONE

WIND CLASSIFICATION  
AS PER ENGINEER'S CERTIFICATE OF INSPECTION

30c + PL CEILING TO GROUND FLOOR  
2572 + PL CEILING TO FIRST FLOOR

REFER TO ADDENDA FOR  
COLOUR SCHEME SELECTION

**CLIENT NOTES:**

ROOM DIMENSIONS ARE TO BRICKWORK AND DO NOT ALLOW FOR RENDER OR DRY WALL PLASTER. PLEASE CHECK PLAN CAREFULLY. ALL DIMENSIONS STRICTLY TO TAKE REFERENCE OVER SCALING.

**BRICKLAYER NOTES:**

1. 90mm 2c FACE BRICKWORK FOR 1/3 BOND  
2. REFER TO ENGINEERING DRAWINGS FOR HOOP IRON STRAP DETAILS.  
3. WEEP HOLES TO BE INSTALLED AT MAX. 1200 CTRS.  
4. INSTALL ALCOVE FLASHING UNDER SLIDING DOORS.

**CONCRETOR / BRICKLAYER NOTES:**

1. NOTCH FOOTING BELOW METERBOX FOR GAS RUN-IN.  
2. ALFRESCO T.O.F. @ -3C

**GRANO NOTES:**

1. SMOOTH TROWEL FINISH TO HARDSTAND.  
2. MIN. 20mm FALL REQUIRED.

**TERMITE TREATMENT NOTE:**

1. INSTALL TERMITE TREATMENT IN LINE WITH AS 3660.1.

**PAINTER NOTES:**

1. ALL PAINT TO BE DULUX.  
2. ALL PAINTERS TO COMPLY TO NICHELIVING SPECIFICATIONS PROVIDED.

**CARPENTER NOTES:**

1. MANHOLE 565 X 665.  
2. SOFFITS REQUIRED TO ALL ROBES.  
3. ALL BOX GUTTERS TO HAVE FALLS TO RAINWATER HEADS OR RAINWATER PIPES.

**TRADE NOTES:**

1. ALL DIMENSIONS TO BE VERIFIED ON SITE BEFORE COMMENCING ANY WORK.  
2. ANY DISCREPANCIES WHICH MAY ARISE ARE TO BE QUERIED WITH THE BUILDER BEFORE CONTINUING.  
3. ANY DISCREPANCIES MUST BE REFERRED TO THE BUILDER OR THE SUBCONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE WORKS.  
4. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH ENGINEERS DETAILS OR AND OTHER CONSULTANTS DETAILS.  
5. REFER TO ENGINEERS DETAILS FOR CONCRETE SLAB & CONCRETE FOOTING SPECIFICATIONS.  
6. RAIN WATER DOWN PIPE POSITIONS SHALL BE DETERMINED BY ROOF PLUMBER ON SITE.  
7. ALL WORK TO BE CARRIED OUT TO RELEVANT AUSTRALIAN STANDARDS, AUTHORITIES ETC. WORKS TO BE DONE IN A GOOD AND WORKMAN LIKE MANNER AND TO THE ENTIRE SATISFACTION OF THE BUILDER.  
8. EXTERNAL RENDER TO FINISH FLUSH ON TOP OF FOOTINGS WITH FUTURE TANKING BY BUILDER.

GROUND FLOOR PLAN

1:100

- NOTES:**
1. H2 treated pine is use for construction of all units.  
2. Eaves are to be a minimum of 450mm from the boundary and have a non-combustible lining in accordance with 3.7.2.7 NCC VOL 2 2019.  
3. Smoke alarms denoted using scattered light, transmitted light or ionisation will be interconnected and hardwired as per AS 3786:2014.  
4. All exhaust fans flumed to external.  
5. Selected continuous handrail & balustrade (if applicable) to comply with BCA Part 3.9.2  
6. These drawings surpsede any 3D artist imperssions, Brochure drawings and Preliminary drawings

PRELIMINARY

Nicheliving  
construction

180 Newcastle Street,  
Perth WA 6000

TEL: 08 9483 0000  
FAX: 08 6230 5429  
www.nicheliving.com.au

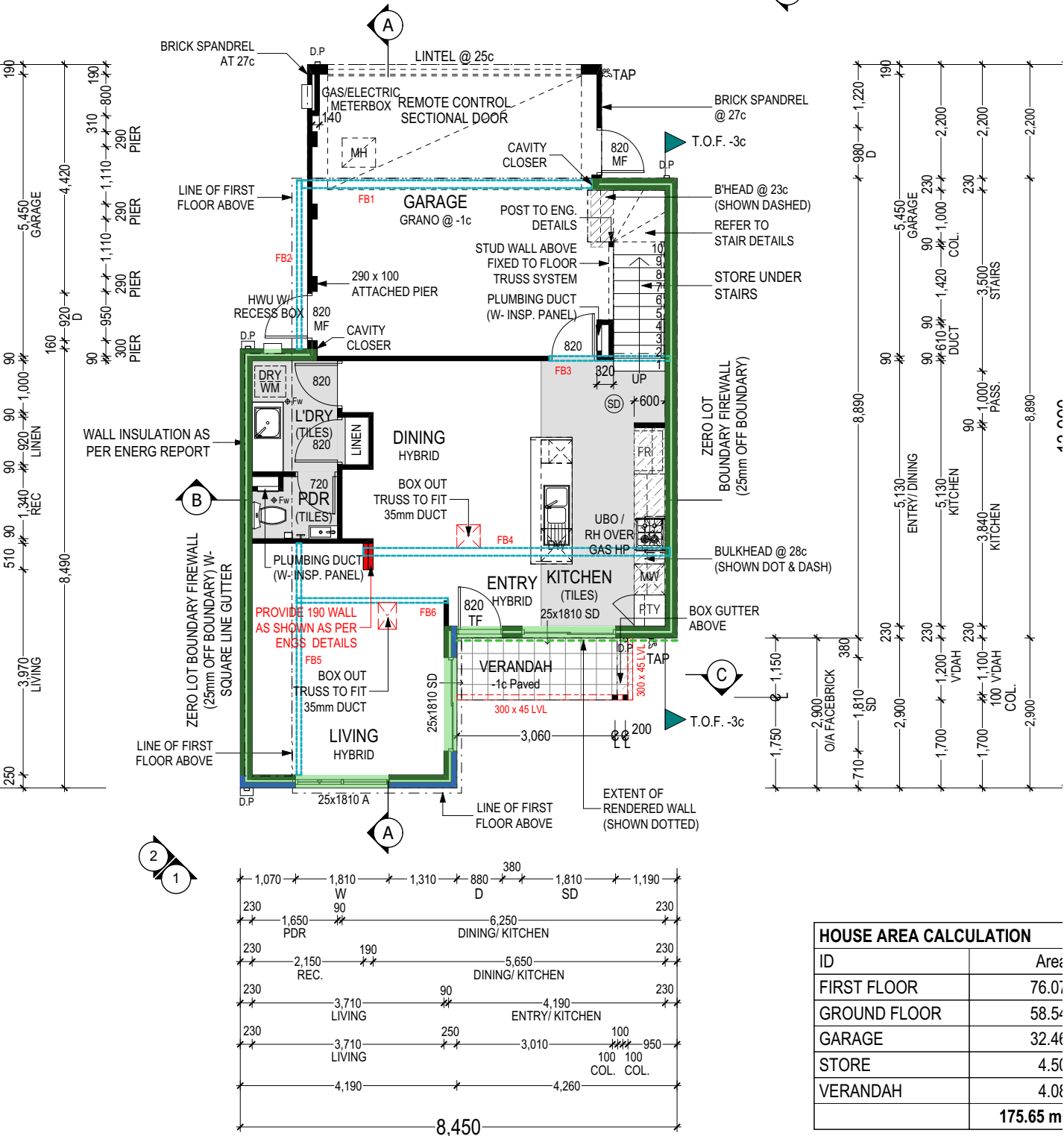
REVISION:				
NO.	DATE	DESCRIPTION	DWN	CHK
A	17.11.21	PRELIMINARY	PR	
B	21.03.22	AMENDED BEFORE CDC	PR	
C	21.03.22	WINDOW CHANGE TO BED 3 WI- ADDITION OF WALL VENT	PR	

BUILDER	.....
OWNER	.....
OWNER	.....
DATE	.....

CLIENT:	NICHELIVING
ADDRESS:	LOT 38 OPTION 3M (4x2) 2 Knepp Lane Orelia, WA 6167
DRAWN:	RAF/SM
JOB No.:	ORE2B-GIL38
SHEET:	2 OF 12

- C1 = 50SQ x 4.0 SHS  
= 150x50x10PL BASEPLATE FIXED TO FOOTING VIA 2M12 MEDIUM DUTY ANCHORS.  
= 6PL ANGLE CLEAT TO TOP OF COLUMN FIXED TO FLOOR MEMBER WITH 2M10 BUGLE SCREWS  
= ABUT AND SITE WELD LINTEL TO COLUMN FACE.  
= R6 RODS HIT (50) AND MISS (150) WELDED TO COLUMN. FIX STANDARD 3.15 DIA WIRE TIES TO BRICKWORK AT 4c MAXIMUM c/c. FLASH TO BUILDER'S DETAIL.
- C2 = 2 No. 89x89x2.0 SHS  
= 500x90x10PL BASEPLATE TO FOOTING VIA 2M12 MEDIUM DUTY ANCHORS.  
= 6PL ANGLE CLEAT TO TOP OF COLUMN FIXED TO ROOF BEAM WITH 2M10 BUGLE SCREWS.
- TP1 = MIN 90SQ (MIN MGP10) TIMBER POST.  
= NOTCH HALF MAX TO POST AT TOP TO SUIT STRONG BACK AND FIX TO STRONG BACK WITH 2M10 BUGLE SCREWS.  
= REFER TO "PF-2" FOR FIXING DETAILS

- FB1 = 200UC59 OR 250UB37  
FB2 = MIN 2/240x45 LVL  
FB3 = MIN 200x45 LVL CONTINUOUS  
FB4 = 200UC59 CONTINUOUS  
FB5 = MIN 200UB22  
FB6 = MIN 180UB16



HOUSE AREA CALCULATION	
ID	Area
FIRST FLOOR	76.01
GROUND FLOOR	58.54
GARAGE	32.46
STORE	4.50
VERANDAH	4.08
	175.65 m

- ENERGY REQUIREMENT:**
- R4.0 batts to House and Garage ceilings
  - R1.3 anticon to the roof
  - Reflective foil insulation to all ground floor external cavity masonry walls.
  - R2.5 batts plus wall wrap to upper floor external stud framed walls
  - R2.5 batts to areas of suspended upper floor
  - Upgrading glazing to the Kitchen (25x1810SD) and Living (25x810SD) sliding doors and Living awning window (25x1810A) to 6mm Smart Glass Clear (6SP10)

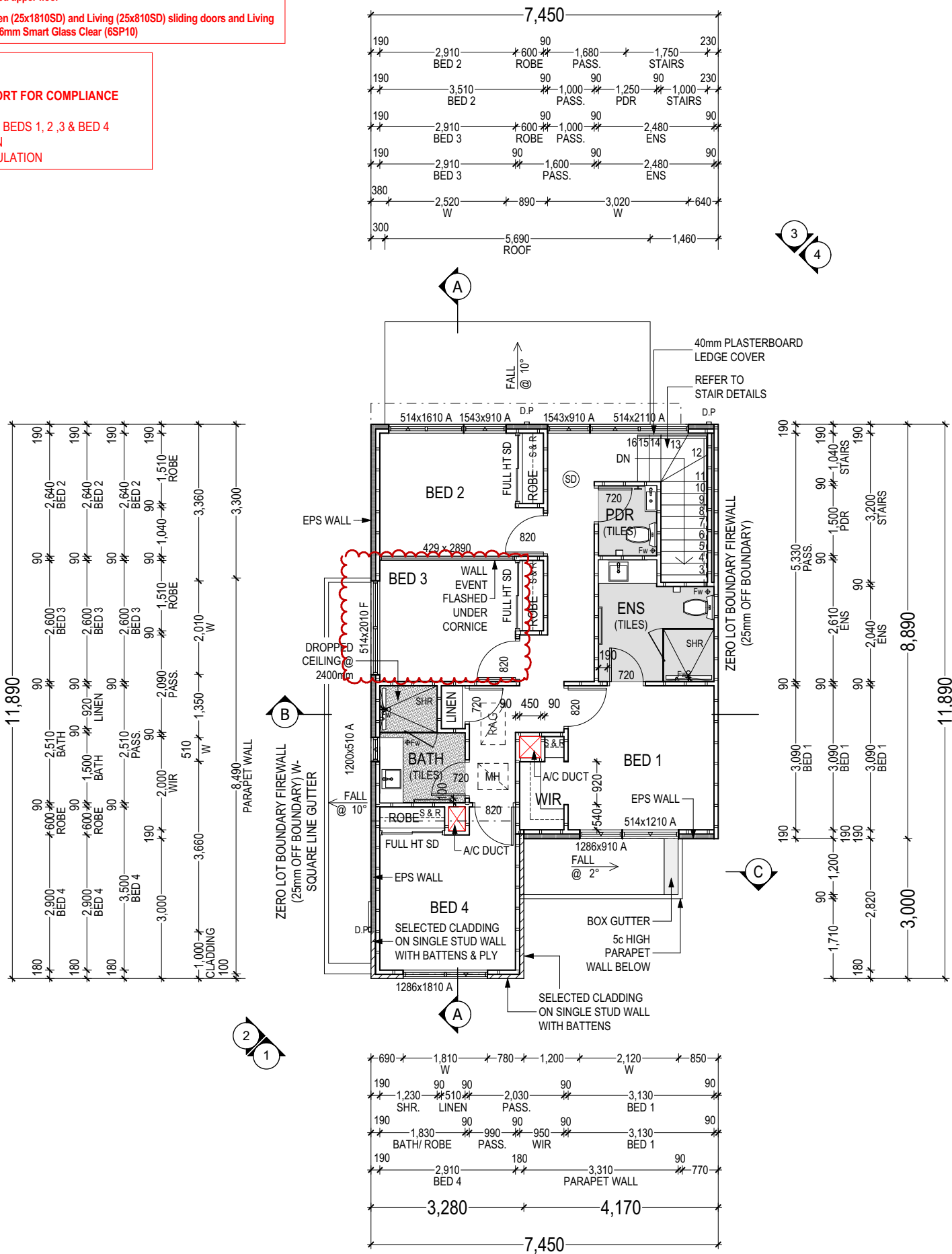
ENERGY REQUIREMENT:

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- R1.3 anticon to the roof
- Reflective foil insulation to all ground floor external cavity masonry walls.
- R2.5 batts plus wall wrap to upper floor external stud framed walls
- R2.5 batts to areas of suspended upper floor
- Upgrading glazing to the Kitchen (25x1810SD) and Living (25x810SD) sliding doors and Living awning window (25x1810A) to 6mm Smart Glass Clear (6SP10)

PACKAGE A

REFER TO ACOUSTIC REPORT FOR COMPLIANCE  
UPPER FLOOR ONLY -

- 6mm THICK GLAZING TO BEDS 1, 2, 3 & BED 4
- R4.0 CEILING INSULATION
- R1.3 ANTICON ROOF INSULATION



FIRST FLOOR PLAN

1:100

PRELIMINARY

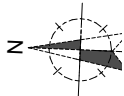
**Nicheliving**  
construction

180 Newcastle Street,  
Perth WA 6000  
TEL: 08 9483 0000  
FAX: 08 6230 5429  
www.nicheliving.com.au

REVISION:				
NO.	DATE	DESCRIPTION	DWN	CHK
A	17.11.21	PRELIMINARY	PR	
B	21.03.22	AMENDED BEFORE CDC	PR	
C	21.03.22	WINDOW CHANGE TO BED 3 WI- ADDITION OF WALL VENT	PR	

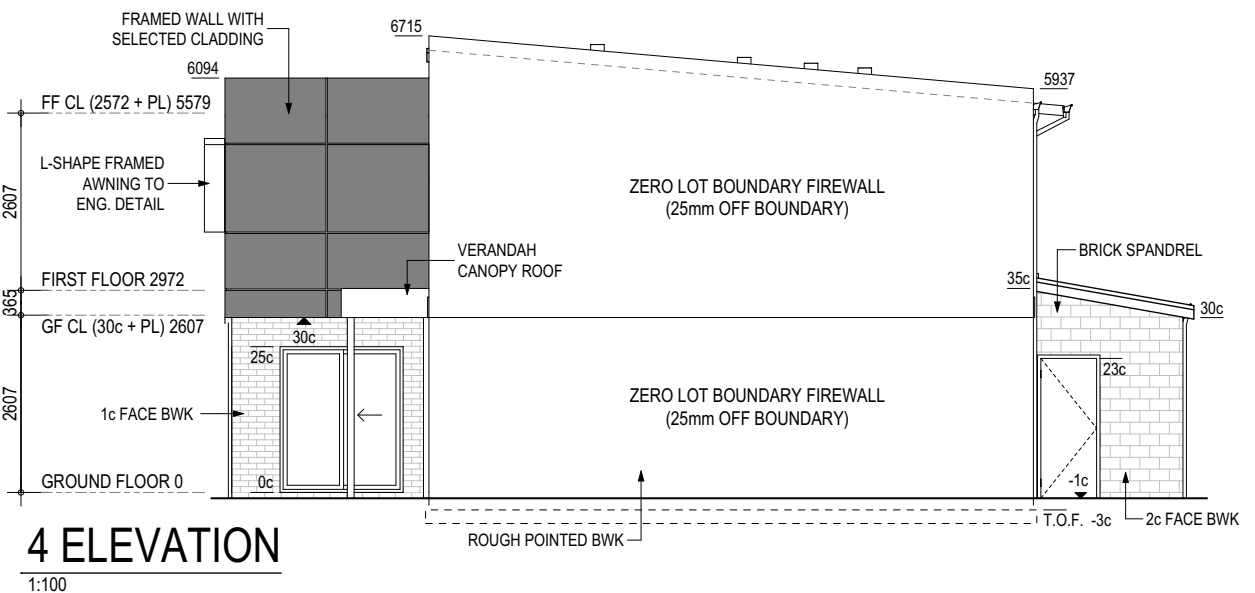
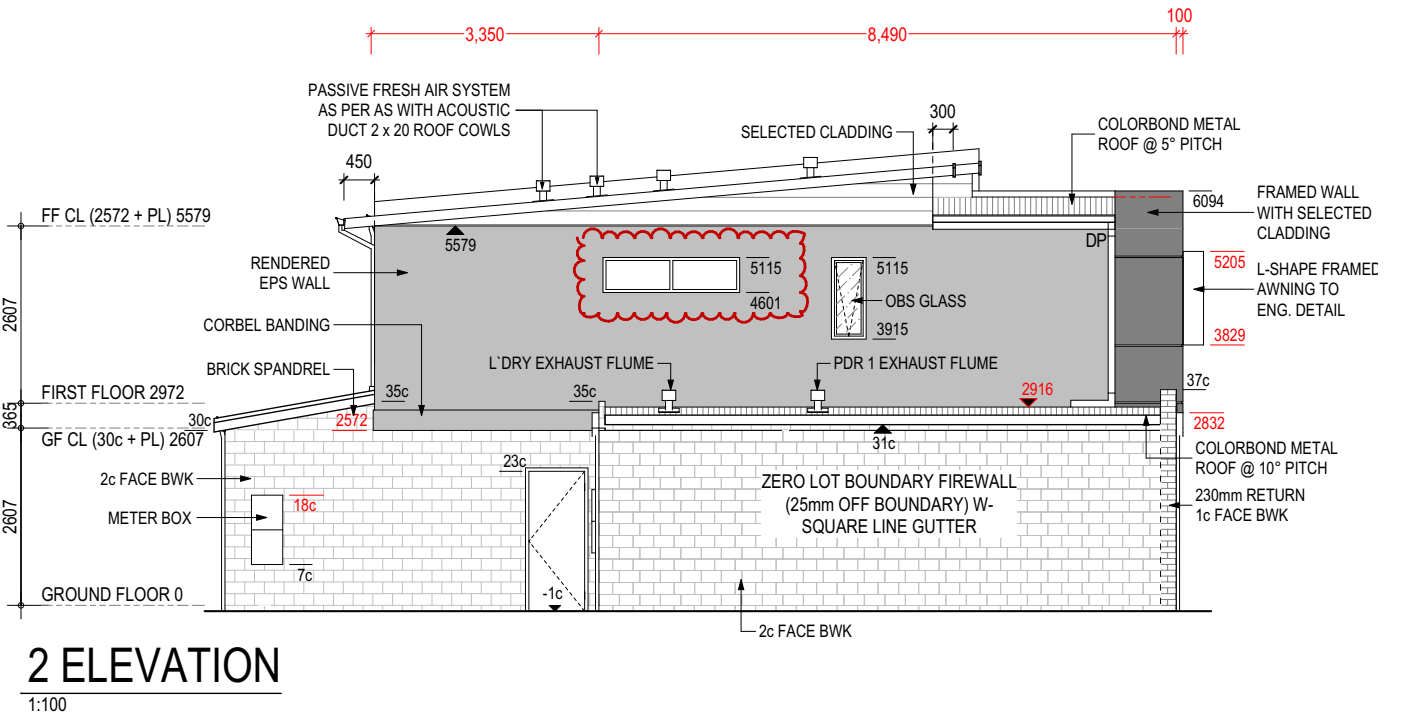
BUILDER	.....
OWNER	.....
OWNER	.....
DATE	.....

CLIENT:	NICHELIVING		
ADDRESS:	LOT 38 OPTION 3M (4x2) 2 Knepp Lane Orelia, WA 6167		
DRAWN:	RAF/SM	JOB No.: ORE2B-GIL38	SHEET: 3 OF 12





1. REFER TO ADDENDA FOR COLOUR SCHEME SELECTION.
2. 2c FACE BRICKWORK TO REAR & SIDES ELEVATIONS UNLESS NOTED OTHERWISE.
3. FIRST FLOOR WINDOWS IN ACCORDANCE WITH NCC PART 3.9.2.6.



CLIENT:	<b>NICHELIVING</b>		
ADDRESS:	<b>LOT 38 OPTION 3M (4x2) 2 Knepp Lane Orelia, WA 6167</b>		
DRAWN: RAF/SM	JOB No.: ORE2B-GIL38	SHEET: 4 OF 12	

**PRELIMINARY**

LAYOUT NAME: **SECTION A & DETAILS**

PRELIMINARY

CLIENT: **NICHELIVING**

ADDRESS: **LOT 38 OPTION 3M (4x2)**  
**2 Knepp Lane Orelia, WA 6167**

SCALE: 1: 100

DATE: 12/07/2022

DRAWN: RAF/SM



SHEET: 5 OF 11

JOB No.ORE2B-GIL38

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BUILDER .....

OWNER .....

OWNER .....

DATE .....

REVISION:

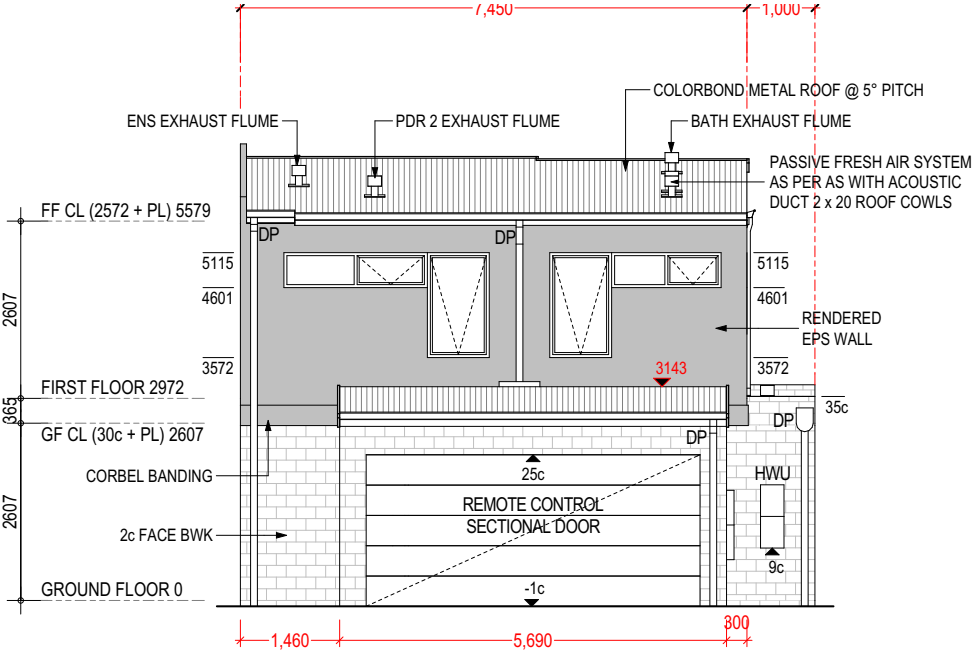
NO.	DATE	DESCRIPTION	DWN	CHK
A	3.06.22	FINAL PRELIM	PR	

Nicheliving

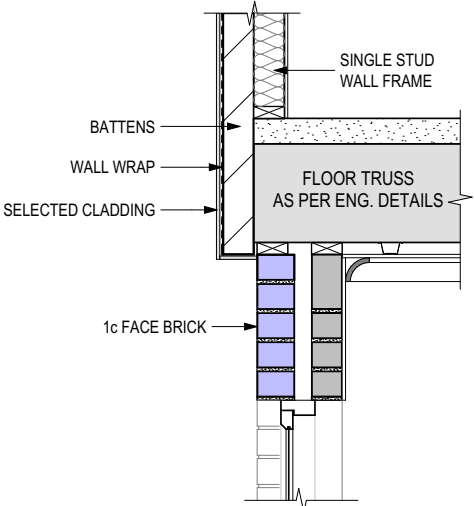
construction

180 Newcastle Street,  
Perth WA 6000

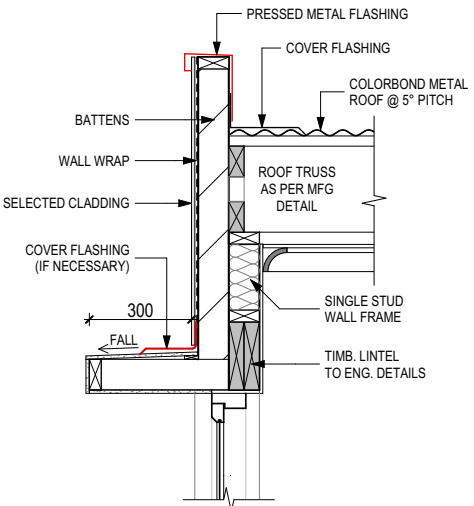
TEL: 08 9483 0000  
FAX: 08 6230 5429  
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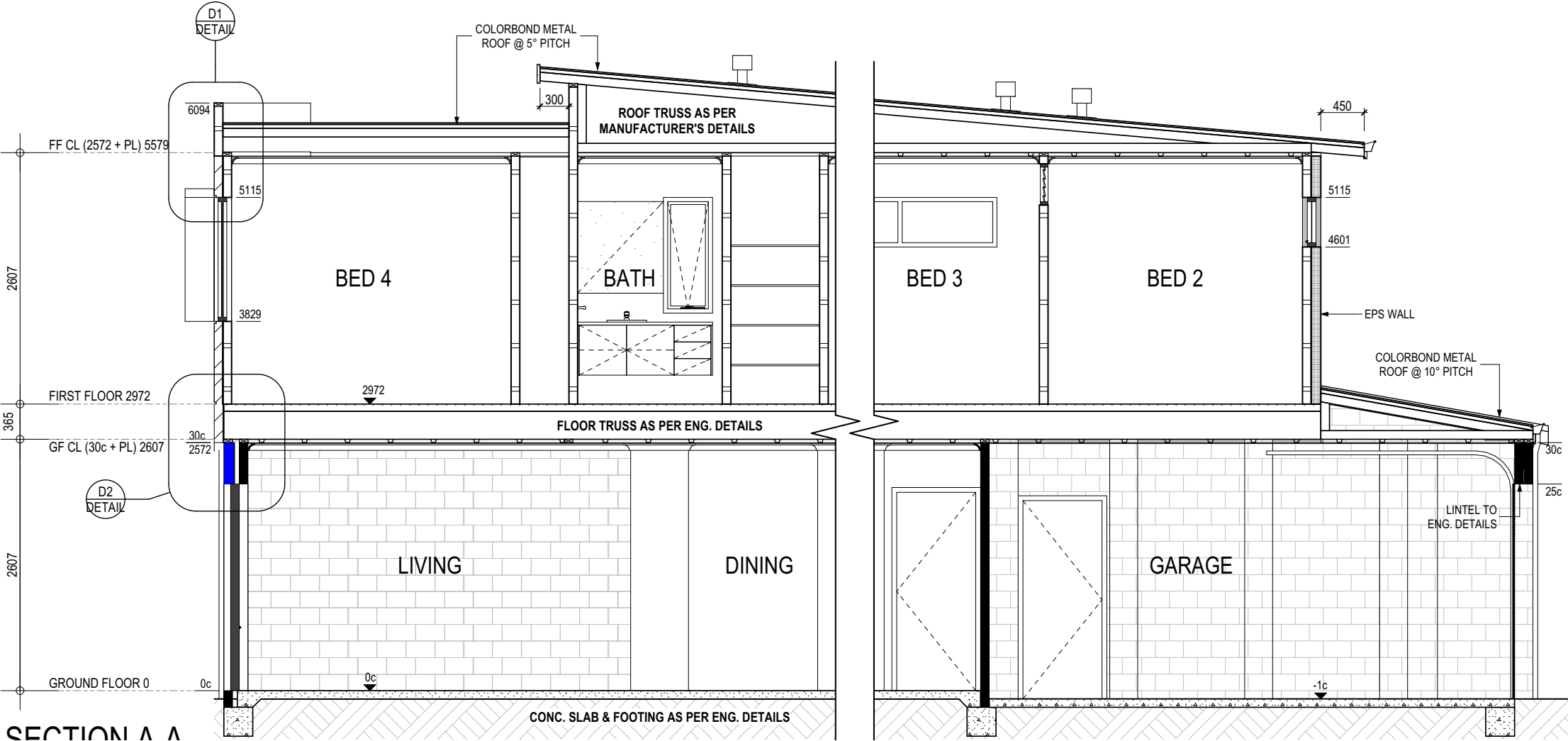
3 ELEVATION  
1:100



D2 DETAIL  
SCALE 1: 20

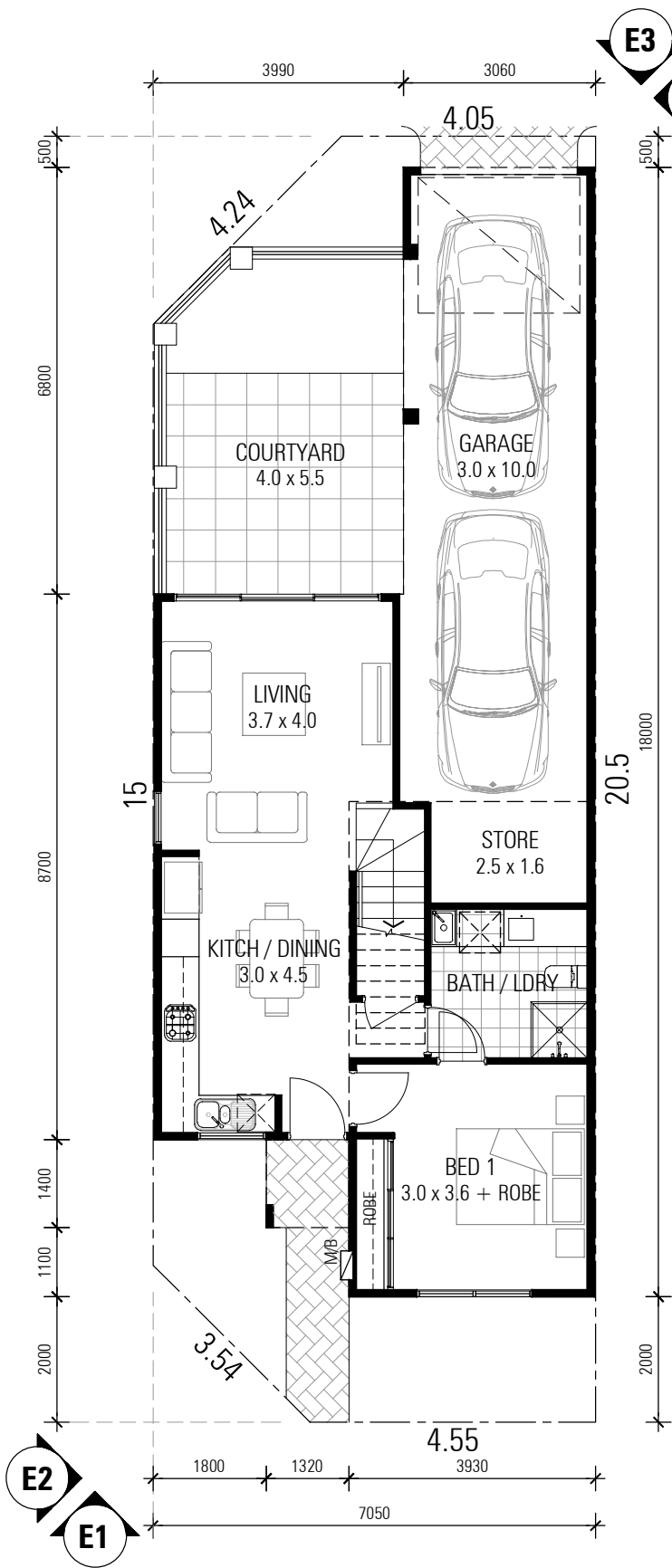


D1 DETAIL  
SCALE 1: 20

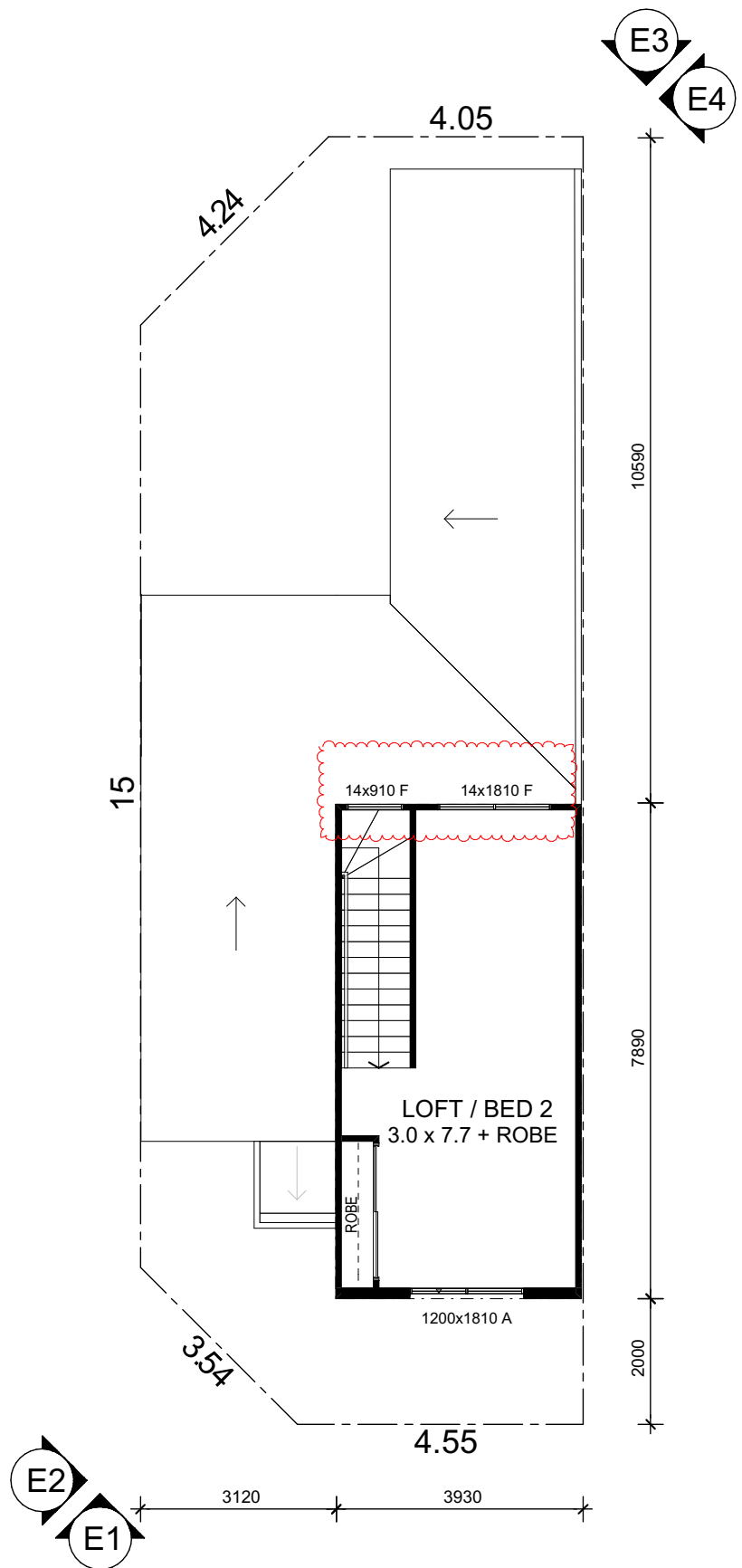


SECTION A A

SL 47 (Type 1A) Floor plans



01 GROUND FLOOR  
SCALE 1:100



02 FIRST FLOOR  
SCALE 1:100

Unit Type	A Floor Area (m <sup>2</sup> )			B Garage (m <sup>2</sup> )	C Store (m <sup>2</sup> )	D Balcony (m <sup>2</sup> )	A+B+C+D Built-up Area (m <sup>2</sup> )	Applicable Lot No.'s
	Ground	1st Floor / Loft	Total					
1A	56.1	25.8	81.9	31	4.2		117.1	SL47

NICHELIVING ORELIA - TYPE 1A FLOOR PLANS

LOT 503 - GILMORE AVE, ORELIA WA

DA SUBMISSION

Nicheliving

ZMH

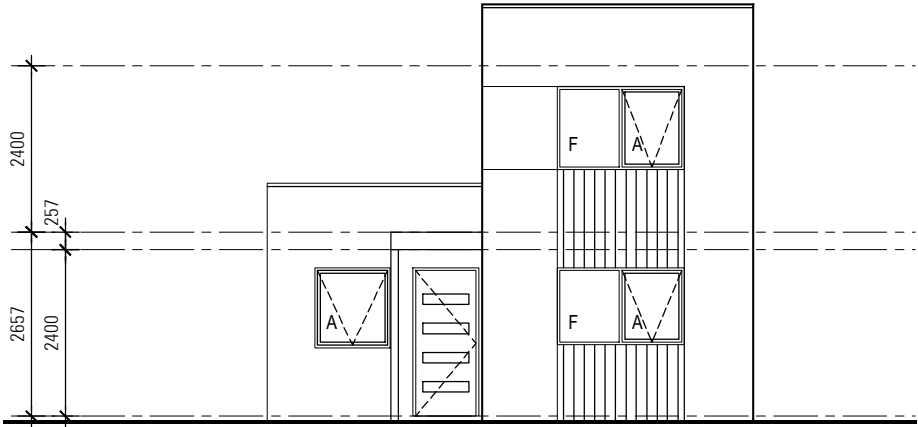
ZUIDEVELD  
MARCHANT  
HUR

ARCHITECTURE PLANNING INTERIOR DESIGN

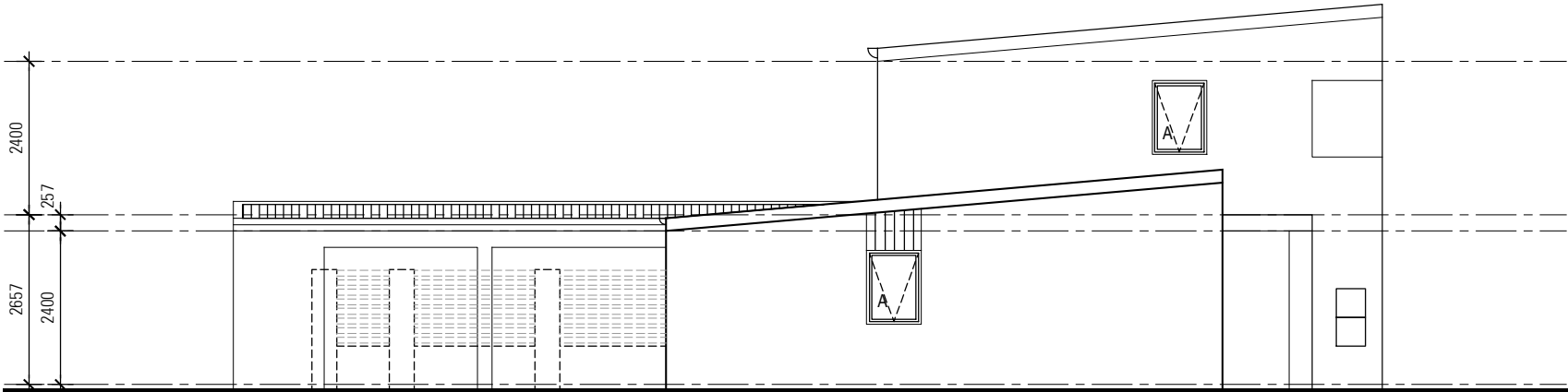
64 Fitzgerald Street Northbridge Western Australia 6003 T 61 8 9227 0900 F 61 8 9227 0600

PROJECT NO. 2093  
DATE 19.09.2017  
REVISION T1A-SK2.01\_F

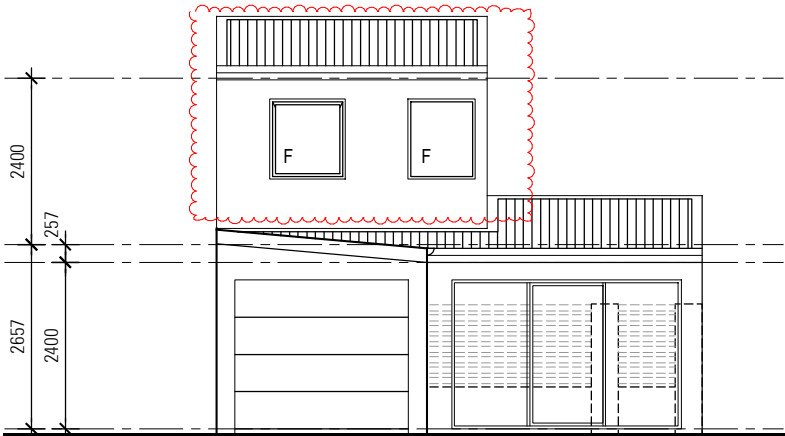
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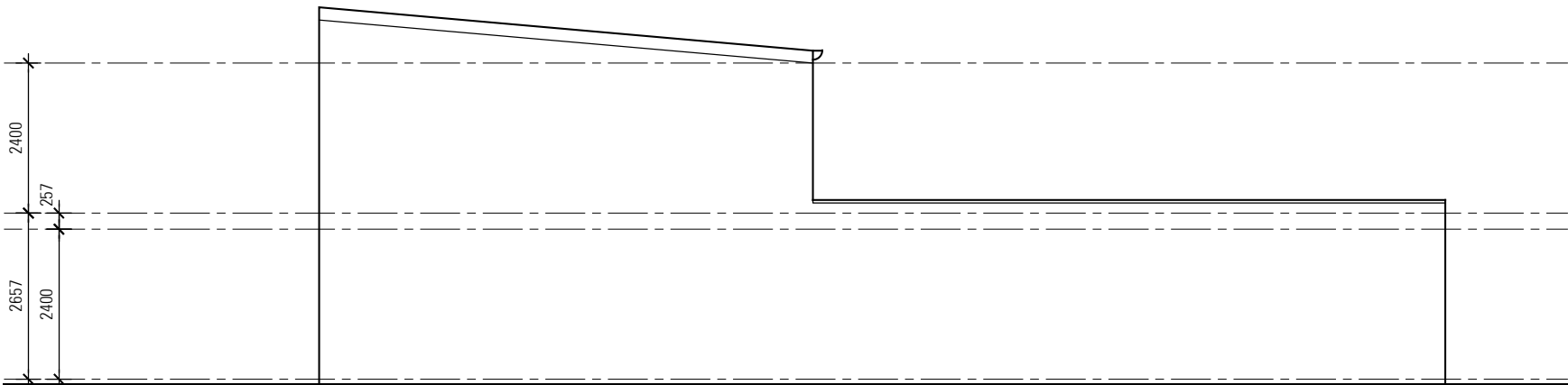
**E1** **ELEVATION 1**  
**SCALE** 1:100 APPLICABLE TO SL47



**E2** **ELEVATION 2**  
**SCALE** 1:100 APPLICABLE TO SL47



**E3** **ELEVATION 3**  
**SCALE** 1:100 APPLICABLE TO SL47



**E4** **ELEVATION 4**  
**SCALE** 1:100 APPLICABLE TO SL47

NICHELIVING ORELIA - TYPE 1A ELEVATIONS

LOT 503 - GILMORE AVE, ORELIA WA

Nicheliving

**ZMH** ZUIDVELD MARCHANT HUR  
ARCHITECTURE PLANNING INTERIOR DESIGN  
64 Fitzgerald Street Northbridge Western Australia 6003 T 61 8 9227 0900 F 61 8 9227 0600

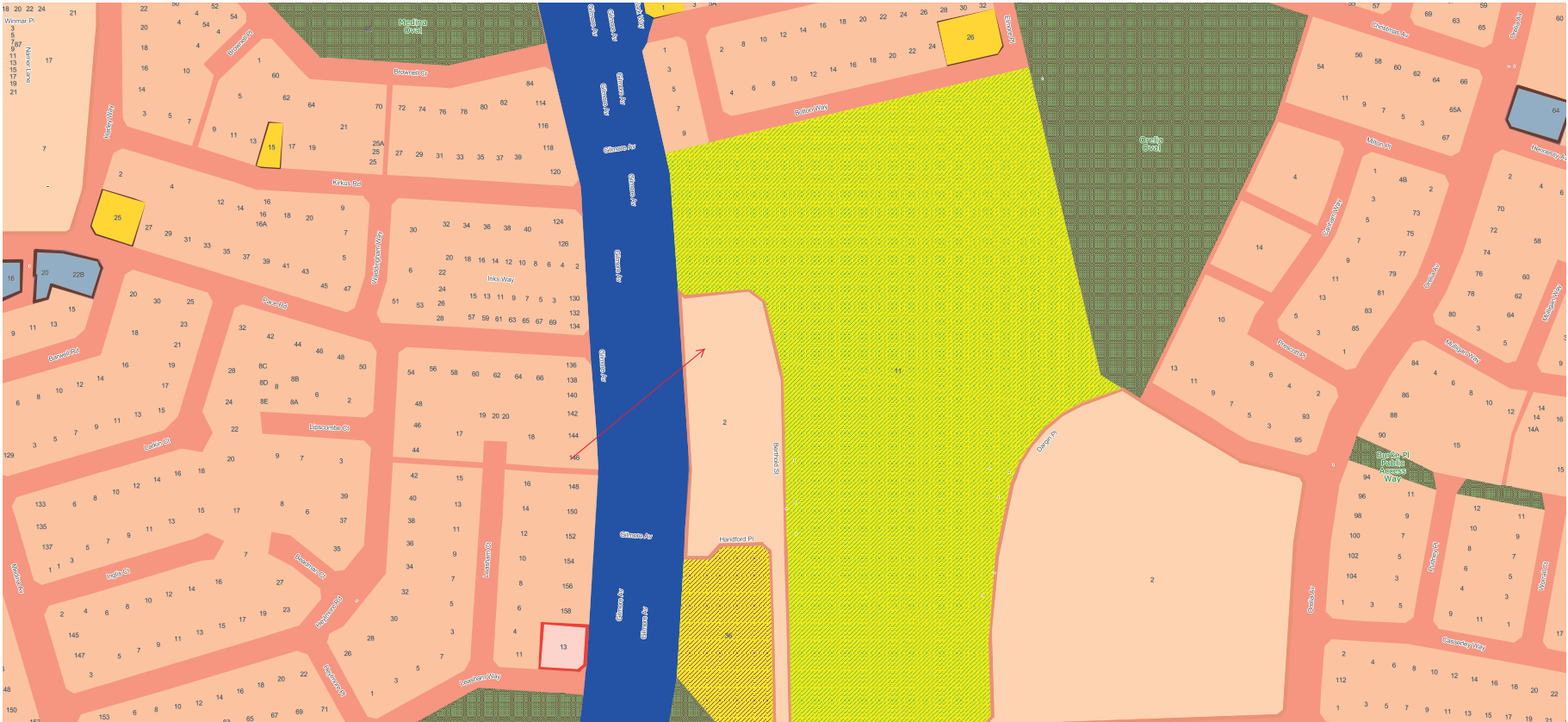
PROJECT NO.	2093
DATE	19.09.2017
REVISION	T1A-SK3.01_A

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**Appendix B**

**Land Use Map**



Appendix C

**Terminology**

Lloyd George Acoustics

The following is an explanation of the terminology used throughout this report.

**Decibel (dB)**

The decibel is the unit that describes the sound pressure and sound power levels of a noise source. It is a logarithmic scale referenced to the threshold of hearing.

**A-Weighting**

An A-weighted noise level has been filtered in such a way as to represent the way in which the human ear perceives sound. This weighting reflects the fact that the human ear is not as sensitive to lower frequencies as it is to higher frequencies. An A-weighted sound level is described as  $L_A$  dB.

**Sound Power Level ( $L_w$ )**

Under normal conditions, a given sound source will radiate the same amount of energy, irrespective of its surroundings, being the sound power level. This is similar to a 1kW electric heater always radiating 1kW of heat. The sound power level of a noise source cannot be directly measured using a sound level meter but is calculated based on measured sound pressure levels at known distances. Noise modelling incorporates source sound power levels as part of the input data.

**Sound Pressure Level ( $L_p$ )**

The sound pressure level of a noise source is dependent upon its surroundings, being influenced by distance, ground absorption, topography, meteorological conditions etc and is what the human ear actually hears. Using the electric heater analogy above, the heat will vary depending upon where the heater is located, just as the sound pressure level will vary depending on the surroundings. Noise modelling predicts the sound pressure level from the sound power levels taking into account ground absorption, barrier effects, distance etc.

**$L_{ASlow}$**

This is the noise level in decibels, obtained using the A frequency weighting and the S (Slow) time weighting as specified in IEC 61672-1:2002. Unless assessing modulation, all measurements use the slow time weighting characteristic.

**$L_{AFast}$**

This is the noise level in decibels, obtained using the A frequency weighting and the F (Fast) time weighting as specified in IEC 61672-1:2002. This is used when assessing the presence of modulation only.

**$L_{APeak}$**

This is the greatest absolute instantaneous sound pressure in decibels using the A frequency weighting as specified in IEC 61672-1:2002.

**$L_{Amax}$**

An  $L_{Amax}$  level is the maximum A-weighted noise level during a particular measurement.

**$L_{A1}$**

An  $L_{A1}$  level is the A-weighted noise level which is exceeded for one percent of the measurement period and is considered to represent the average of the maximum noise levels measured.

**$L_{A10}$**

An  $L_{A10}$  level is the A-weighted noise level which is exceeded for 10 percent of the measurement period and is considered to represent the "intrusive" noise level.



**$L_{Aeq}$** 

The equivalent steady state A-weighted sound level ("equal energy") in decibels which, in a specified time period, contains the same acoustic energy as the time-varying level during the same period. It is considered to represent the "average" noise level.

 **$L_{A90}$** 

An  $L_{A90}$  level is the A-weighted noise level which is exceeded for 90 percent of the measurement period and is considered to represent the "*background*" noise level.

***One-Third-Octave Band***

Means a band of frequencies spanning one-third of an octave and having a centre frequency between 25 Hz and 20 000 Hz inclusive.

 **$L_{Amax}$  assigned level**

Means an assigned level which, measured as a  $L_{A\ Slow}$  value, is not to be exceeded at any time.

 **$L_{A1}$  assigned level**

Means an assigned level which, measured as a  $L_{A\ Slow}$  value, is not to be exceeded for more than 1% of the representative assessment period.

 **$L_{A10}$  assigned level**

Means an assigned level which, measured as a  $L_{A\ Slow}$  value, is not to be exceeded for more than 10% of the representative assessment period.

***Tonal Noise***

A tonal noise source can be described as a source that has a distinctive noise emission in one or more frequencies. An example would be whining or droning. The quantitative definition of tonality is:

the presence in the noise emission of tonal characteristics where the difference between -

- (a) the A-weighted sound pressure level in any one-third octave band; and
- (b) the arithmetic average of the A-weighted sound pressure levels in the 2 adjacent one-third octave bands,

is greater than 3 dB when the sound pressure levels are determined as  $L_{Aeq,T}$  levels where the time period T is greater than 10% of the representative assessment period, or greater than 8 dB at any time when the sound pressure levels are determined as  $L_{A\ Slow}$  levels.

This is relatively common in most noise sources.

***Modulating Noise***

A modulating source is regular, cyclic and audible and is present for at least 10% of the measurement period. The quantitative definition of modulation is:

a variation in the emission of noise that —

- (a) is more than 3 dB  $L_{A\ Fast}$  or is more than 3 dB  $L_{A\ Fast}$  in any one-third octave band;
- (b) is present for at least 10% of the representative.

***Impulsive Noise***

An impulsive noise source has a short-term banging, clunking or explosive sound. The quantitative definition of impulsiveness is:

a variation in the emission of a noise where the difference between  $L_{A\text{ peak}}$  and  $L_{A\text{ Max slow}}$  is more than 15 dB when determined for a single representative event;

#### **Major Road**

Is a road with an estimated average daily traffic count of more than 15,000 vehicles.

#### **Secondary / Minor Road**

Is a road with an estimated average daily traffic count of between 6,000 and 15,000 vehicles.

#### **Influencing Factor (IF)**

$$= \frac{1}{10} (\% \text{ Type A}_{100} + \% \text{ Type A}_{450}) + \frac{1}{20} (\% \text{ Type B}_{100} + \% \text{ Type B}_{450})$$

where :

$\% \text{ Type A}_{100}$  = the percentage of industrial land within  
a 100m radius of the premises receiving the noise

$\% \text{ Type A}_{450}$  = the percentage of industrial land within  
a 450m radius of the premises receiving the noise

$\% \text{ Type B}_{100}$  = the percentage of commercial land within  
a 100m radius of the premises receiving the noise

$\% \text{ Type B}_{450}$  = the percentage of commercial land within  
a 450m radius of the premises receiving the noise

+ Traffic Factor (maximum of 6 dB)

= 2 for each secondary road within 100m

= 2 for each major road within 450m

= 6 for each major road within 100m

#### **Representative Assessment Period**

Means a period of time not less than 15 minutes, and not exceeding four hours, determined by an inspector or authorised person to be appropriate for the assessment of a noise emission, having regard to the type and nature of the noise emission.

#### **Background Noise**

Background noise or residual noise is the noise level from sources other than the source of concern. When measuring environmental noise, residual sound is often a problem. One reason is that regulations often require that the noise from different types of sources be dealt with separately. This separation, e.g. of traffic noise from industrial noise, is often difficult to accomplish in practice. Another reason is that the measurements are normally carried out outdoors. Wind-induced noise, directly on the microphone and indirectly on trees, buildings, etc., may also affect the result. The character of these noise sources can make it difficult or even impossible to carry out any corrections.

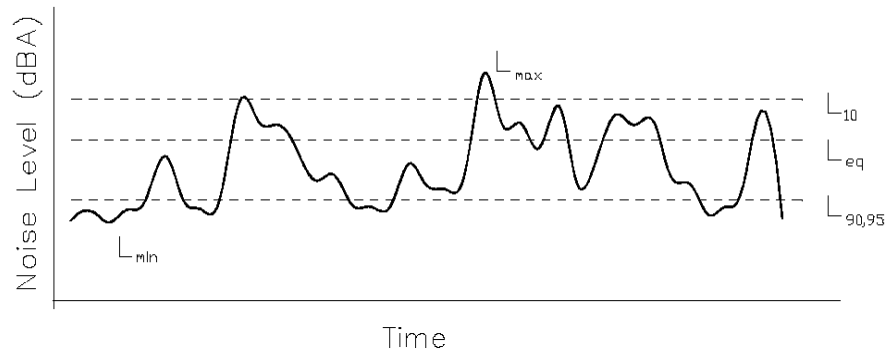
#### **Ambient Noise**

Means the level of noise from all sources, including background noise from near and far and the source of interest.

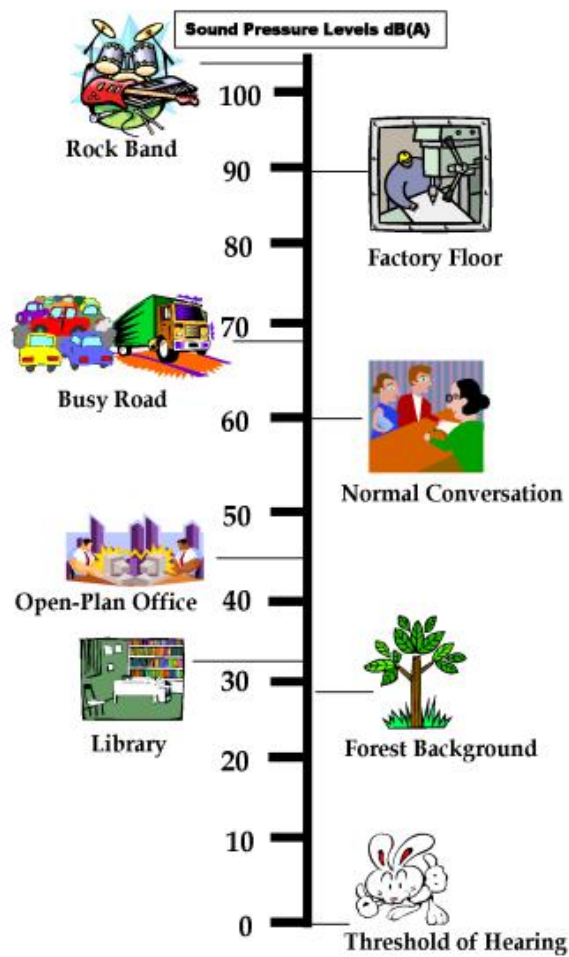
#### **Specific Noise**

Relates to the component of the ambient noise that is of interest. This can be referred to as the noise of concern or the noise of interest.

#### **Chart of Noise Level Descriptors**



**Typical Noise Levels**



**Marius Le Grange**

---

**From:** Nathan Stewart <Nathan.Stewart@rowegroup.com.au>  
**Sent:** Friday, 8 July 2022 10:13 AM  
**To:** Marius Le Grange  
**Cc:** 'Malek Vahdat'; Jay Sarmadi; Asha Logan; Matt Moyle  
**Subject:** RE: DA10315 - Noise Report - JDAP - Proposed Child Care - Lot 9507 Berthold Street ORELIA (JobRef: 9446)

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Hi Marius,

We are updating the plans for the adjoining residential development (as this is still under the control of Niche Living). We will provide these shortly.

In relation to the number of children playing outdoors at any one time, the assessment undertaken by Lloyd George Acoustics is entirely reasonable and in fact it is "good practice" – model the worst-case scenario. The assessment is based on the worst-case scenario so as to demonstrate the most conservation outcome **and it demonstrates compliance at all times**. This methodology of assessment is standard for this type of development and is the same used by other acoustic consultants for other childcare centre developments that we have worked on to assess noise compliance with the Noise Regulations.

On this basis, we do not see any need to modify Lloyd George Acoustics report any further (other than the inclusion of the updated drawings from Niche Living).

Regards,

**Nathan Stewart**  
Principal Town Planner



**T:** 08 9221 1991  
**M:** 0447 168 980  
**E:** [Nathan.Stewart@rowegroup.com.au](mailto:Nathan.Stewart@rowegroup.com.au)  
**W:** [www.rowegroup.com.au](http://www.rowegroup.com.au)  
Level 3 369 Newcastle Street, Northbridge WA 6003



**Rowe Group announces town planning team role changes**

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**From:** Marius Le Grange <Marius.LeGrange@kwinana.wa.gov.au>  
**Sent:** Thursday, 7 July 2022 4:50 PM



**To:** Nathan Stewart <Nathan.Stewart@rowegroup.com.au>; Matt Moyle <matt@lgacoustics.com.au>  
**Cc:** 'Malek Vahdat' <malekv89@gmail.com>; Jay Sarmadi <Jay.Sarmadi@nicheliving.com.au>; Asha Logan <Asha.Logan@kwinana.wa.gov.au>  
**Subject:** DA10315 - Noise Report - JDAP - Proposed Child Care - Lot 9507 Berthold Street ORELIA (JobRef: 9446)

Good Afternoon Nathan

The EHO has provided me with advice and I have summarised and combined his advice with the following:

There is concern regarding the assumption that the upper floors of the nearby houses will have windows that are not able to be opened. If this is the case, the noise should be appropriate and acceptable.

Given there are no finalised plans or building plans for the dwellings directly abutting the development the City takes the conservative stance to assume those windows in future will have the ability to be open. It cannot be definitively assured that the windows will be fixed and therefore there is sufficient concern to warrant that the noise generated from the child care centre will not comply with the residential component directly abutting the development. I reviewed the noise report and the provided plans within Appendix A (Development Plans mixed in with the Residential Plans) do not indicate any relational context of the future dwelling's windows, the plans themselves do not showcase that the windows are fixed (generally indicated by an identifiable icon, one set of plans identify a fixed window)

The City raised these issues in the initial request for further information and currently we do not support that position of the Noise Report.

From a planning perspective, the Niche plans will need to demonstrate that they are fixed windows, and a clear annotation of what is currently being submitted to the City as part of a building permit will need to allocate that. Additionally providing an additional "good practice" where not all children will be playing outside at once will also ensure that sound is not being projected at a worst case scenario.

As discussed on the phone, if you are able to provide those plans in clarity to demonstrate that the upper floor windows facing the development are fixed and confirmation from Niche this is being built as such this will fall in line with the assessment provided by Matt.

I trust the above is of advice

If you require any further clarification, please do not hesitate to contact me on the undersigned details.

Kind Regards



**Marius Le Grange**  
Statutory Planning Officer

P 08 9439 0448  
A Corner Gilmore Ave & Sulphur Rd, Kwinana WA, 6167  
P PO BOX 21, Kwinana, WA, 6966





The City of Kwinana acknowledges the Traditional Custodians of the land in which we live, work and play, the Nyoongar people, and we pay our respect to Elders past and present.

---

**From:** Nathan Stewart <[Nathan.Stewart@rowegroup.com.au](mailto:Nathan.Stewart@rowegroup.com.au)>

**Sent:** Thursday, 7 July 2022 12:03 PM

**To:** Marius Le Grange <[Marius.LeGrange@kwinana.wa.gov.au](mailto:Marius.LeGrange@kwinana.wa.gov.au)>; Asha Logan <[Asha.Logan@kwinana.wa.gov.au](mailto:Asha.Logan@kwinana.wa.gov.au)>; Jayden Pope <[Jayden.Pope@kwinana.wa.gov.au](mailto:Jayden.Pope@kwinana.wa.gov.au)>

**Cc:** 'Malek Vahdat' <[malekv89@gmail.com](mailto:malekv89@gmail.com)>; Jay Sarmadi <[Jay.Sarmadi@nicheliving.com.au](mailto:Jay.Sarmadi@nicheliving.com.au)>; Matt Moyle <[matt@lgacoustics.com.au](mailto:matt@lgacoustics.com.au)>

**Subject:** RE: Re[2]: DA10311 - Request for Extension of Time - JDAP - Proposed Child Care - Lot 9507 Berthold Street ORELIA (JobRef: 9446)

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---

Hi Asha, Marius and Jayden,

Can you please review the below email from Matt Moyle and advise if the noise issue is resolved?

Regards,

**Nathan Stewart**  
Principal Town Planner



T: 08 9221 1991

M: 0447 168 980

E: [Nathan.Stewart@rowegroup.com.au](mailto:Nathan.Stewart@rowegroup.com.au)

W: [www.rowegroup.com.au](http://www.rowegroup.com.au)

Level 3 369 Newcastle Street, Northbridge WA 6003



[Rowe Group announces town planning team role changes](#)

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**From:** Matt Moyle <[matt@lgacoustics.com.au](mailto:matt@lgacoustics.com.au)>

**Sent:** Monday, 4 July 2022 11:19 AM

**To:** Marius Le Grange <[Marius.LeGrange@kwinana.wa.gov.au](mailto:Marius.LeGrange@kwinana.wa.gov.au)>; Nathan Stewart <[Nathan.Stewart@rowegroup.com.au](mailto:Nathan.Stewart@rowegroup.com.au)>

**Cc:** Asha Logan <[Asha.Logan@kwinana.wa.gov.au](mailto:Asha.Logan@kwinana.wa.gov.au)>; 'Malek Vahdat' <[malekv89@gmail.com](mailto:malekv89@gmail.com)>; Jay Sarmadi <[Jay.Sarmadi@nicheliving.com.au](mailto:Jay.Sarmadi@nicheliving.com.au)>

**Subject:** Re[2]: DA10311 - Request for Extension of Time - JDAP - Proposed Child Care - Lot 9507 Berthold Street ORELIA (JobRef: 9446)

Hi Marius

Thanks for your time on the phone this morning to discuss the noise issues raised on this proposal.

As discussed, please feel free to forward my response to the relevant EHO for comment, and I am happy to discuss with them directly if they want to call me.

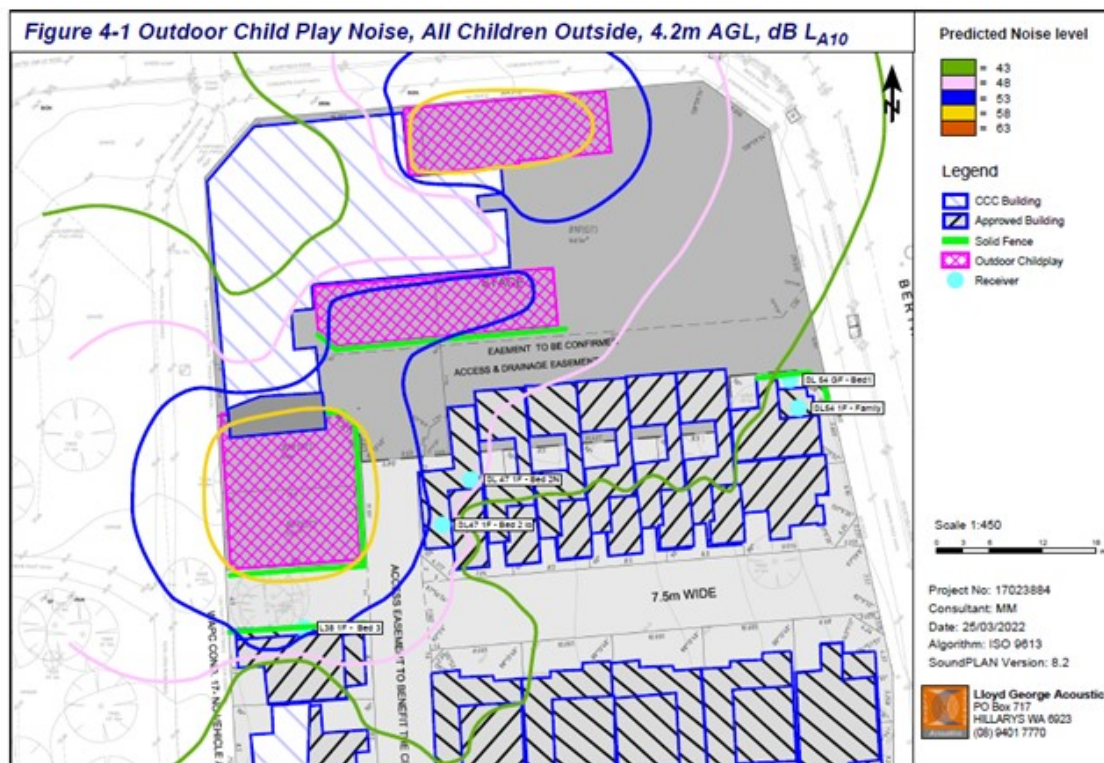
In essence, the report details that we have modelled the 89 children playing in their respective play areas, not combined into one area - which is not a likely/normal scenario. We adopt the conservative approach of positioning noise sources such that each play area is filled with the maximum number of children for its respective space - as indicated on floor plans.

On Page 9 of our report we state the following regarding noise modelling:

The following is noted in relation to the source levels above:

- Child play source levels are based on Guideline 3.0 provided by the Association of Australasian Acoustical Consultants (AAAC) published September 2020. Where the number of children for individual play areas is specified in the plans, these have been adjusted from the reference source levels using appropriate acoustical calculations. Outdoor child play was modelled as area sources at 1-metre heights above ground level. The sound power levels used in the model were scaled as follows:
  - 28 Babies = 81 dB(A)
  - 25 Toddlers = 88 dB(A)
  - 36 Kindy = 92 dB(A)

This is further demonstrated in figures 3-2 and 4-1, where the images clearly indicate pink areas to represent the area sources corresponding to an age group of kids and their unit area sound power level. This is all in accordance with Guidelines published by the AAAC.



Regarding "staggered play", we prefer to not assess this option unless a client specifically operates their centre in a manner that they can robustly control play group sizes. Most operators prefer the freedom to operate up to the worst case scenario rather than have a restriction. As such, we conservatively assume maximum utilisation of play areas, and therefore if compliant all other modes of child play will be compliant.

Regarding mechanical plant, at this stage in the design, the plant selections (make/model etc) are not known in detail so we always advise follow up verification and that allowances are at least made for "smart" units where quiet modes etc are built in.

I'm hoping this clarification, on top of what is already communicated in our report, is sufficient to respond to the query without the need for further addenda. As mentioned, I am happy to discuss further if need.

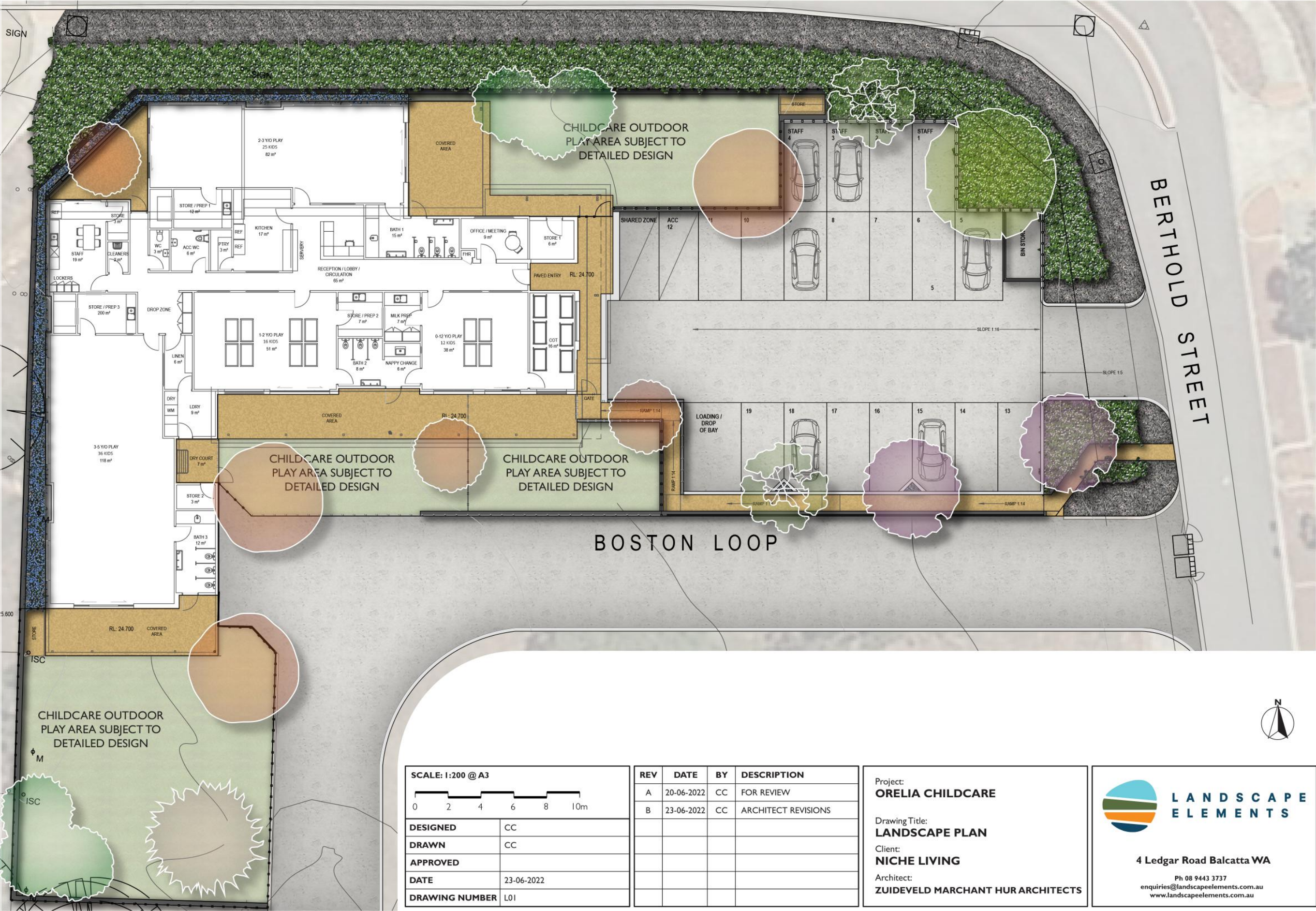
Kind regards

**Matt Moyle**

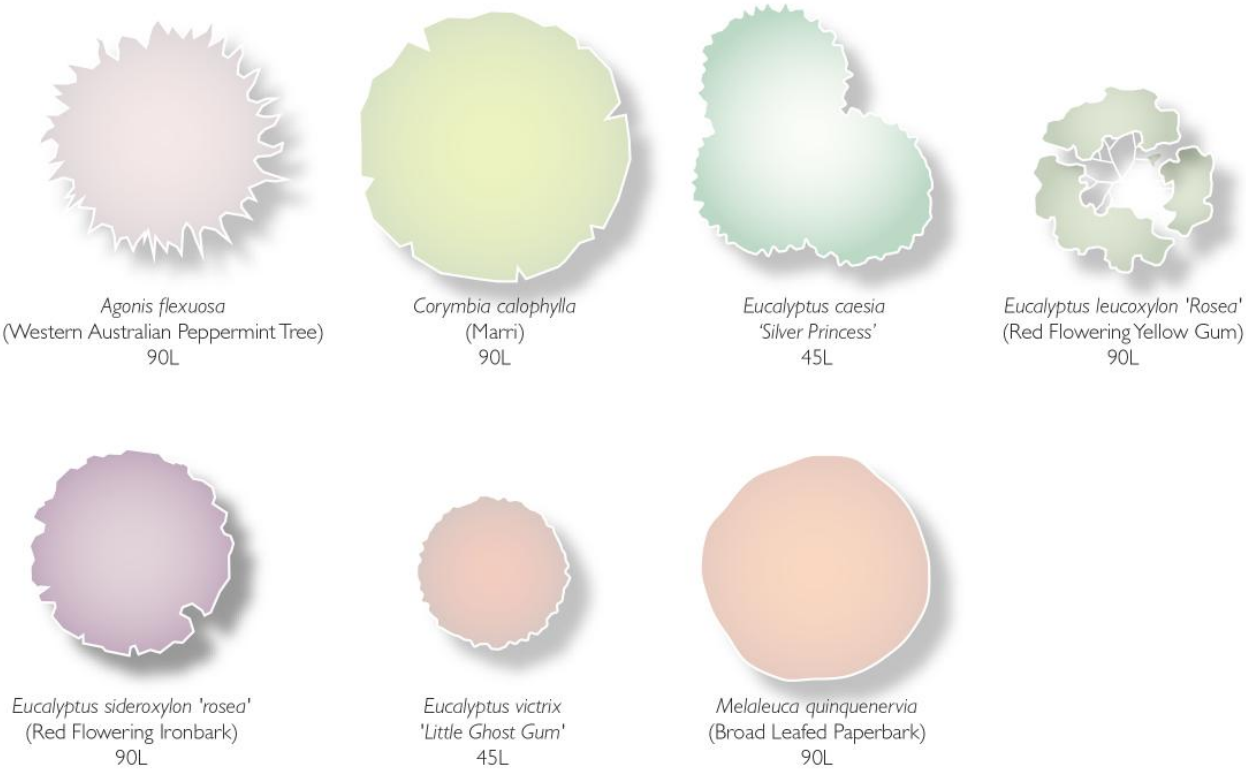
Associate Director

Lloyd George Acoustics









GENERAL NOTES:

- Refer Architect's drawings for paving & fencing details

LANDSCAPE NOTES:

- Protect existing trees in accordance with the requirements of AS4970
- Install 2.0m wide mulch strip to back of kerb
- All mixed shrub planting to be 140mm pots randomly planted in groups of 3 & 5 of the same species where appropriate
- Install shrubs mixes at typically 3 plants per m<sup>2</sup>
- All planted areas to receive a 50mm soil conditioning treatment
- All planted areas to receive a 75mm organic mulch treatment
- All trees to be staked and tied with 2 x jarrah stakes
- All shrubs and trees to receive a fertiliser treatment

IRRIGATION NOTES:

- Irrigation controllers to be set to relevant rostered watering days in line with Water Corporation & Department of Water and Environmental Regulation requirements
- All soft landscape areas to be irrigated using 'Netafim' Techline drip irrigation
- Installation to be carried out by accredited WGIP installer to water-wise standard

CITY OF KWININA COMPLIANCE NOTES:

- The City shall be responsible for the final selection and planting of each street tree
- Where there is no footpath, a pedestrian has safe and clear access of a minimum width of two metres along that part of the verge immediately adjacent to the kerb
- A minimum of one tree per every six bays required in car parks
- For general landscaped areas, a minimum of one tree per 40m<sup>2</sup> of landscape area. For example if 120m<sup>2</sup> of landscaping is provided, three trees would be required.


PLANT SCHEDULE

	Botanical Name	Common Name	Quantity
	Acacia cognata 'Limelight'	Bower of Beauty Wattle	83
	Anigozanthos flavidus 'Rainbow Blush'	Rainbow Blush Kangaroo Paw	83
	Banksia blechnifolia	Ground Cover Banksia	83
	Grevillea obtusifolia 'Gin Gin Gem'	Gin Gin Gem	125
	Lomandra longifolia 'Verday'	Verday Lomandra	166
	Olearia axillaris 'Little Smokie'	Little Smokie	83
	Scaevola aemula 'Purple Fanfare'	Purple Fanfare	125
	Westringia fruticosa 'Grey Box'	Grey Box Native Rosemary	83
	Billardiera fusiformis	Australian Bluebell	48
	Hibbertia scandens	Snake Vine	48

INDICATIVE CHILDCARE CENTRE PLANT SCHEDULE

Botanical Name	Common Name
Adenanthos sericeus	Woolly Bush
Agonis flexuosa	Western Australian Peppermint Tree
Angianthus cunninghamii	Coastal Angianthus
Backhousia anisata	Aniseed myrtle
Backhousia citriodora	Lemon myrtle
Callistemon salignus 'Great Balls of Fire'	Great Balls of Fire
Conospermum stoechadis	Common Smokebush, Smoke Grass
Darwinia citriodora	Lemon Scented Myrtle
Dianella revoluta	Blueberry Lily, Blue Flax-lily
Eremophila nivea	Emu Bush, Silky Eremophila
Gleditsia triacanthos Sunburst	Golden Honey Locust
Grevillea obtusifolia 'Gin Gin Gem'	Gin Gin Gem
Hibbertia scandens	Snake Vine
Liriope muscari 'Just Right'	Just Right
Melaleuca quinquenervia	Broad Leafed Paperbark
Ophiopogon planiscapus 'Nigrescens'	Black Mondo Grass
Passiflora edulis 'Sunshine Special'	Sunshine Special Passionfruit
Patersonia occidentalis	Native Iris / Purple Flag
Salvia officinalis	Sage
Scaevola aemula 'Aussie Salute Pink'	Aussie Salute Pink
Viola hederacea	Native Violet
Vitex agnus-castus	Chaste bush

SCALE: 1:200 @ A3



DESIGNED	CC
DRAWN	CC
APPROVED	
DATE	20-06-2022
DRAWING NUMBER	L02


REV	DATE	BY	DESCRIPTION
A	20-06-2022	CC	FOR REVIEW

Project:  
**ORELIA CHILDCARE**

Drawing Title:  
**LANDSCAPE NOTES**

Client:  
**NICHE LIVING**

Architect:  
**ZUIDEVELD MARCHANT HUR ARCHITECTS**



**LANDSCAPE  
ELEMENTS**

**4 Ledger Road Balcatta WA**

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enquiries@landscapeelements.com.au  
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<p style="text-align: center;"><i>Architectural Peer Review Assessment</i> (State Planning Policy 7.0 Design of the Built Environment; Schedule 1 - Design Principles)</p>	
<b>Design quality evaluation</b>	
<b>Lot 9507 Berthold Street Orelia</b>	
<b>Design Review 01/2022-05-16</b>	
<b>Dominic Snellgrove-Cameron Chisholm Nicol</b>	
Apply the applicable rating to each Design Principle	<i>Yet to be addressed</i>
	<i>Supported</i>
	<i>Supported with Conditions</i>
	<i>Pending Further information</i>
	<i>Not yet supported</i>
<b>Summary</b>	<p>This Application seeks Development Approval for an early learning centre at Lot 9507 Berthold Street Orelia.</p> <p>The development incorporates a single storey building with outdoor play spaces provided at the north-eastern and southern portions of the subject site.</p> <p>The proposed development incorporates landscaping along the property boundaries and in the carpark to create fencing and separate the centre from future adjoining residences.</p> <p>The early learning centre is proposed to operate as follows:</p> <ul style="list-style-type: none"> <li>• Maximum of 89 children, which will include up to 28 babies (less than 24 months old), 25 toddlers (24 – 36 months old) and 36 kindergarten age children (greater than 36 months old);</li> <li>• 17 full-time staff employed on-site at any one time; and</li> <li>• Operating hours will be from 6:30am to 6:30pm Monday to Friday.</li> </ul> <p>The development proposes a total of 19 car parking bays, including one (1) disabled access bay and a shared vehicle turning space. Vehicle access is proposed via a new crossover to the north-eastern boundary of the subject site, off Berthold Street.</p> <p>The subject site is situated within a residential area but located within proximity to Kwinana Shopping Centre, transport networks and a key employment node to the residential area.</p> <p>Orelia Primary School is located to the north-east, Gilmore College to the east and South Metropolitan TAFE is located south of the subject site.</p>
<b>Strengths of the Proposal</b>	<ul style="list-style-type: none"> <li>• A proposed childcare centre use is an important and valued community asset.</li> <li>• The proposal incorporates a generous amount of deep soil soft landscape.</li> <li>• The single storey-built form and scale is appropriate within its context.</li> <li>• The roof-scape treatment is consistent with the existing context.</li> <li>• All occupiable rooms enjoy access to natural light and ventilation including cot, nappy and staff rooms.</li> <li>• All child focused rooms have immediate and generous access to outdoor play areas.</li> <li>• Two out of 4 child playrooms have access to effective cross ventilation.</li> <li>• The master plan arrangement of built form successfully addresses the</li> </ul>

	<p>northwest corner of the site</p> <ul style="list-style-type: none"> <li>Built form successfully addresses the west and north streetscape with active, engaged and occupied spaces that overlook and surveille the adjoining public domain.</li> </ul>
Principle 1 – <b>Context and character</b>	<p><i>Good design responds to and enhances the distinctive characteristics of a local area, contributing to a sense of place.</i></p> <p><i>As informed by SPP7.3 Element Objectives 3.2, 3.3, 3.4, 3.6, 3.9, 4.10, 4.11, 4.12 as relevant.</i></p>
	<p>1a.[Comments]</p> <ol style="list-style-type: none"> <li>The presentation of the proposal within its context and within the broader streetscape successfully illustrates the way in which the proposal responds to its immediate context and contributes to the character of the area.</li> <li>3D imagery successfully illustrates the emergence of a consistent and appropriate palette of materials, colours and textures.</li> <li>The way in which built form is arranged to address Berthold Street and Gilmore Avenue offers the opportunity for streetscape engagement and the location of the outdoor play/dining area at the intersection of Berthold Street and Gilmore Avenue further creates the opportunity for public domain engagement and passive surveillance.</li> <li>Whilst the northeast corner of the site is dominated by a car park there remains opportunity to screen car parking with landscape to mitigate the impact on the public domain.</li> <li>However, the location of tandem car bays at the northeast boundary reduces the capacity for landscape to be successfully used to mitigate the visual impact of car parking on the immediate public domain. Because the built form does not engage with the public domain it is important that landscape do so in its absence.</li> </ol>
	<p>1b. [Recommendations]</p> <ol style="list-style-type: none"> <li>Consider deleting or relocating the tandem car bays in the northeast corner to better allow for the accommodation of additional landscape to mitigate the visual impact of car parking on the public domain.</li> </ol>
Principle 2 - <b>Landscape quality</b>	<p><i>Good design recognises that together landscape and buildings operate as an integrated and sustainable system, within a broader ecological context.</i></p> <p><i>1. As informed by SPP7.3 Element Objectives 3.2, 3.3, 3.4, 3.6, 4.12 and 4.16 as relevant.</i></p>
Principle 2 - <b>Landscape quality</b> Contd.	<p>2a.[Comments]</p> <ol style="list-style-type: none"> <li>Whilst the proposal offers the opportunity for generous and high-quality landscaping, including deep soil planting and additional trees, a landscape professional does not yet appear to be appointed and the material submitted does not include a detailed landscape plan.</li> <li>It is usual practice that a landscape design prepared by a landscape professional is submitted for Design Review and prior to the Schematic</li> </ol>



		Design Submission. This is evidenced by the inclusion of Landscape as one of the 10 Design Principles by which a project is evaluated..
		<p>2b. [Recommendations]</p> <ol style="list-style-type: none"> <li>1. The Proponent is encouraged to appoint a landscape professional and develop a detailed and considered landscape response that addresses the arrangement and selection of local and native plant species.</li> <li>2. Consider deleting or relocating the tandem car bays in the northeast corner to better allow for the accommodation of additional landscape to mitigate the visual impact of car parking on the public domain.</li> </ol>
Principle 3 - <b>Built form and scale</b>		<p><i>Good design ensures that the massing and height of development is appropriate to its setting and successfully negotiates between existing built form and the intended future character of the local area.</i></p> <p><i>As informed by SPP7.3 Element Objectives 3.2, 3.3, 4.10 and 4.11 as relevant.</i></p>
Principle 3 - <b>Built form and scale.</b> Contd.		<p>3a. [Comments]</p> <ol style="list-style-type: none"> <li>1. The single storey-built form and scale is appropriate within its context.</li> <li>2. The roof-scape treatment is consistent with the existing context.</li> <li>3. The presentation of the proposal within its context and within the broader streetscape successfully illustrates the way in which the proposal responds to its immediate context and contributes to the character of the area.</li> <li>4. 3D imagery successfully illustrates the emergence of a consistent and appropriate palette of materials, colours and textures.</li> <li>5. The way in which built form is arranged to address Berthold Street and Gilmore Avenue offers the opportunity for streetscape engagement and the location of the outdoor play/dining area at the intersection of Berthold Street and Gilmore Avenue further creates the opportunity for public domain engagement and passive surveillance.</li> </ol>
		<p>3b. [Recommendations]</p> <ol style="list-style-type: none"> <li>1. None</li> </ol>
Principle 4 – <b>Functionality and build quality</b>		<p><i>Good design meets the needs of users efficiently and effectively, balancing functional requirements to perform well and deliver optimum benefit over the full life cycle.</i></p> <p><i>As informed by SPP7.3 Element Objectives 4.3, 4.4, 4.6, 4.7, 4.12, 4.15, 4.17, 4.18 as relevant.</i></p>
		<p>4a. [Comments]</p> <ol style="list-style-type: none"> <li>1. The proposal is generally functional and the planning is well arranged.</li> <li>2. The location of plant equipment including AC condensers and hot water has not been adequately illustrated on the plans.</li> </ol>
		<p>4b. [Recommendations]</p> <ol style="list-style-type: none"> <li>1. Illustrate where plant equipment including AC condensers and hot water are to be located. Illustrate how the equipment is to be fully screened from the public and private domain.</li> </ol>

Principle 5 - <b>Sustainability</b>	<p><i>Good design optimises the sustainability of the built environment, delivering positive environmental, social, and economic outcomes.</i></p> <p><i>As informed by SPP7.3 Element Objectives 3.2, 3.3, 3.9, 4.1, 4.2, 4.3, 4.11, 4.12, 4.15, 4.16, 4.17 as relevant.</i></p>
	<p>5a. [Comments]</p> <ol style="list-style-type: none"> <li>1. An ESD or Sustainability strategy is yet to be addressed.</li> <li>2. An ESD consultant does not yet appear to have been appointed.</li> <li>3. It is unclear what, if any, ESD initiatives are proposed.</li> </ol>
Principle 5 - <b>Sustainability</b> contd.	<p>5b.[Recommendations]</p> <ol style="list-style-type: none"> <li>1. The Proponent is encouraged to appoint an ESD professional and develop an ESD strategy.</li> <li>2. This review recognises that the project offers potential for effective passive and active ESD design strategies. However, it is usual practice that a sustainability report be prepared by an ESD professional is submitted for Design Review and prior to the Schematic Design Submission. This is evidenced by the inclusion of Sustainability as one of the 10 Design Principles by which a project is reviewed and assessed.</li> </ol>
Principle 6 - <b>Amenity</b>	<p><i>Good design optimises internal and external amenity for occupants, visitors, and neighbours, providing environments that are comfortable, productive and healthy.</i></p> <p><i>As informed by SPP7.3 Element Objectives 3.2, 3.3, 3.4, 3.5, 4.1, 4.2, 4.3,4.4, 4.5, 4.7, 4.9, 4.11, 4.12, 4.15, 4.16, 4.17,4.18 as relevant.</i></p>
Principle 6 - <b>Amenity</b> Contd.	<p>6a. [Comments]</p> <ol style="list-style-type: none"> <li>1. The Proponent is commended for providing all occupiable rooms with access to natural light and ventilation including cot, nappy and staff rooms.</li> <li>2. 2 out of 4 child focus rooms have access to cross ventilation or are dual aspect in their orientation.</li> <li>3. However, two of the 4 child focus rooms are solely south facing with limited access to direct solar.</li> </ol>
	<p>6b.[Recommendations]</p> <ol style="list-style-type: none"> <li>1. Consider incorporating operable roof lights to years 1-2 and 0-12 rooms to facilitate cross ventilation and access to direct north light.</li> <li>2. Consider introducing a window to the south elevation of the cot room to allow for cross ventilation.</li> </ol>
Principle 7 - <b>Legibility</b>	<p><i>Good design results in buildings and places that are legible, with clear connections and easily identifiable elements to help people find their way around.</i></p> <p><i>As informed bySPP7.3 Element Objectives 3.1, 3.4,3.6, 3.7, 3.8, 3.9, 4.5 as relevant.</i></p>
	<p>7a. [Comments]</p> <ol style="list-style-type: none"> <li>1. The location of the ACROD bay adjacent to the main entry is well resolved. However, the spatial allowance for a reversing vehicle from the ACROD bay appears to be less than required.</li> </ol>

	<ol style="list-style-type: none"> <li>2. Pedestrian access towards the front door from the public domain is severely constrained.</li> <li>3. It is not clear how the adjoining footpath connects to the main entry sequence.</li> <li>4. The entry ramp is 1 meter wide and therefore not capable of hosting two-way pedestrian traffic or prams and push chairs.</li> <li>5. Pedestrian access from the car park is only possible via the vehicle driveway requiring families to negotiate parking and reversing vehicles.</li> <li>6. The entry door is set back within a narrow reveal between a store and the cot room compromising legibility and accessibility.</li> </ol>
	<p>7b.[Recommendations]</p> <ol style="list-style-type: none"> <li>1. Check the spatial allowance for a reversing vehicle from the ACROD car bay.</li> <li>2. The main entry to the facility requires reconsideration.</li> <li>3. Consider how pedestrian access to the front door from the public domain might be improved in relation to legibility, connectivity, visibility and safety?</li> <li>4. Consider how the entry reveal might become more visible and generous in width to support two-way pedestrian traffic, prams and pushchairs.</li> <li>5. Consider how visitors and families access the front door from their cars without having to utilise the vehicle driveway and negotiate parking and reversing vehicles.</li> </ol>
Principle 8 - <b>Safety</b>	<p><i>Good design optimises safety and security, minimising the risk of personal harm and supporting safe behaviour and use.</i></p> <p><i>As informed by SPP7.3 Element Objectives 3.1,3.4, 3.6, 3.7, 3.8,3.9, 4.5 as relevant.</i></p>
	<p>8a.[Comments]</p> <ol style="list-style-type: none"> <li>1. The way in which built form is arranged to address Berthold Street and Gilmore Avenue offers the opportunity for streetscape engagement and the location of the outdoor play/dining area at the intersection of Berthold Street and Gilmore Avenue further creates the opportunity for public domain engagement and passive surveillance.</li> <li>2. Pedestrian access from the car park is only possible via the vehicle driveway requiring families to negotiate parking and reversing vehicles.</li> </ol>
	<p>8b.[Recommendations]</p> <ol style="list-style-type: none"> <li>1. Consider how visitors and families access the front door from their cars without having to utilise the vehicle driveway and negotiate parking and reversing vehicles.</li> </ol>
Principle 9 - <b>Community</b>	<p><i>Good design responds to local community needs as well as the wider social context, providing environments that support a diverse range of people and facilitate social interaction.</i></p> <p><i>As informed by SPP7.3 Element Objectives 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.5, 4.9,4.18 as relevant.</i></p>

	<p>9a.[Comments]</p> <ol style="list-style-type: none"> <li>1. The proposed childcare centre use is an important and valued community asset.</li> </ol>
	<p>9b.[Recommendations]</p> <ol style="list-style-type: none"> <li>1. None</li> </ol>
Principle 10 <b>Aesthetics</b>	<p><i>Good design is the product of a skilled, judicious design process that results in attractive and inviting buildings and places that engage the senses.</i></p> <p><i>As informed by SPP7.3 Element Objectives 3.1, 3.4, 4.8 as relevant.</i></p>
	<p>10a.[Comments]</p> <ol style="list-style-type: none"> <li>1. 3D imagery successfully illustrates the emergence of a consistent and appropriate palette of materials, colours and textures.</li> <li>2. The use of face brick, timber-look façade materials and colour are well arranged and provide for a successful streetscape presentation.</li> <li>3. However, there is a large extent of palisade fencing around much of the site. Whilst the palisade fence is supported it may be possible to consider some variation in its presentation with the inclusion of some solid fencing to provide visual variety.</li> </ol>
	<p>10b.[Recommendations]</p> <ol style="list-style-type: none"> <li>1. Consider developing the presentation of the extensive palisade fence with the inclusion of some solid elements to break up its dominant linear form.</li> </ol>



**Concluding Remarks**

Three key areas (amongst other commentary) require further consideration:

1. A considered and comprehensive design response to the commentary made under Principle 7, Legibility.
2. Engagement with a landscape professional to establish a coherent and appropriate landscape design response that capitalises on access to deep soil and the selection of native and contextually appropriate species.
3. Engagement with an ESD professional to establish a sustainability design narrative including, but not limited to, solar PVs.

**Design Review progress**

	<i>Supported</i>			
	<i>Supported with conditions</i>			
	<i>Pending further attention</i>			
	<i>Not yet supported</i>			
	<i>Yet to be addressed</i>			
		<i>DR1</i>	<i>DR2</i>	<i>DR3</i>
Principle 1 - <b>Context and character</b>				
Principle 2 - <b>Landscape quality</b>				
Principle 3 - <b>Built form and scale</b>				
Principle 4 - <b>Functionality and build quality</b>				
Principle 5 - <b>Sustainability</b>				
Principle 6 - <b>Amenity</b>				
Principle 7 - <b>Legibility</b>				
Principle 8 - <b>Safety</b>				
Principle 9 - <b>Community</b>				
Principle 10 - <b>Aesthetics</b>				





SITE PLAN  
SCALE 1:300 @ A1

NICHELIVING - ORELIA  
LOT 503 - GILMORE AVE, ORELIA WA

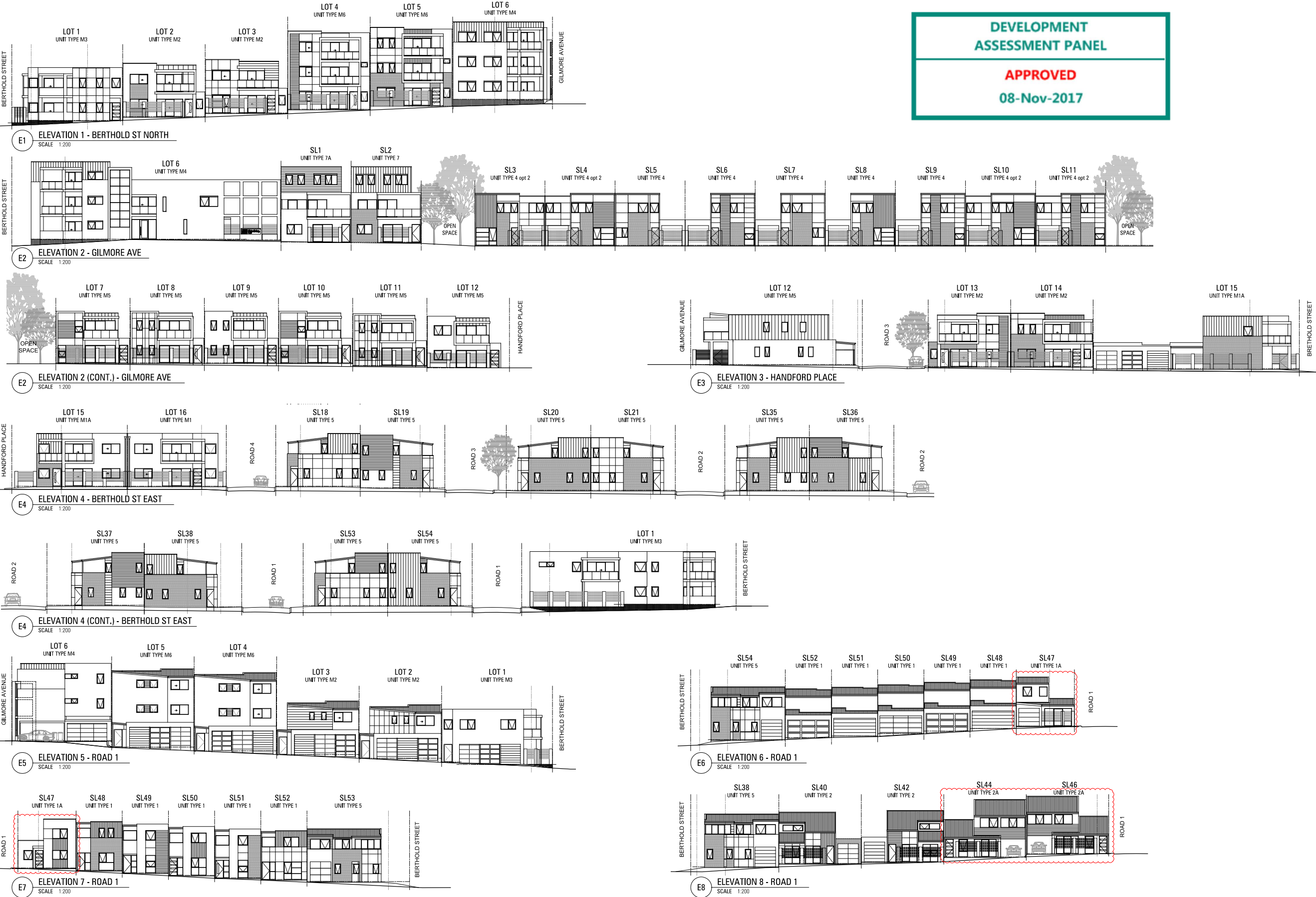
DA SUBMISSION

Nicheliving

ZMH ZIMMELMANN HARTMANN  
ARCHITECTURE PLANNING INTERIOR DESIGN

PROJECT NO. 2093  
DATE 20.11.2018  
REVISION SK1.02\_Q





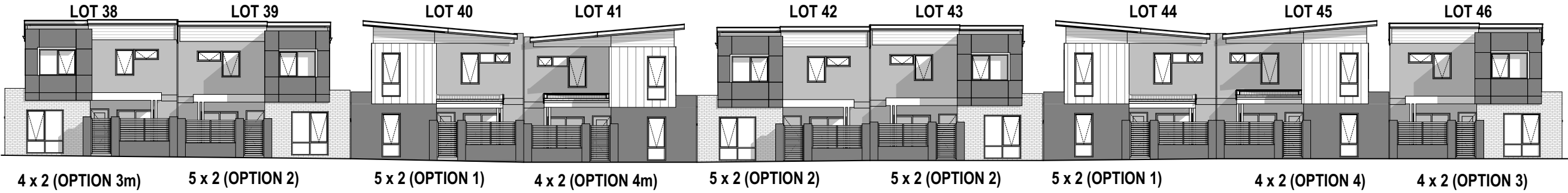
NICHELIVING - ORELIA  
LOT 503 - GILMORE AVE, ORELIA WA

DA SUBMISSION

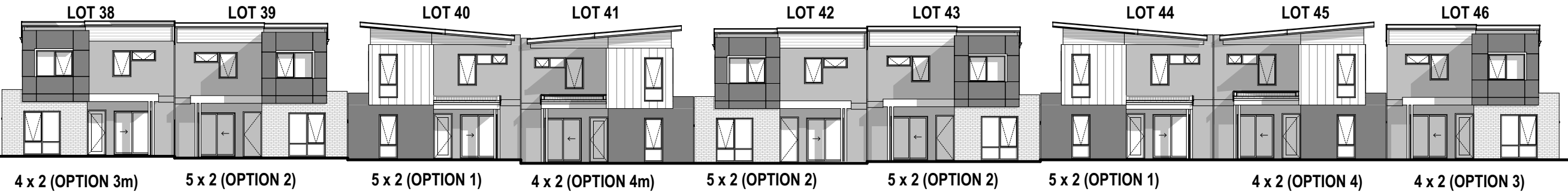
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**ZMH** ZUIDVELD MARCHANT H&R  
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44 Topaz Street, Northbridge, Western Australia 6000 T 81 6327 0600 F 81 6327 3600  
www.zuidveldmarchant.com.au

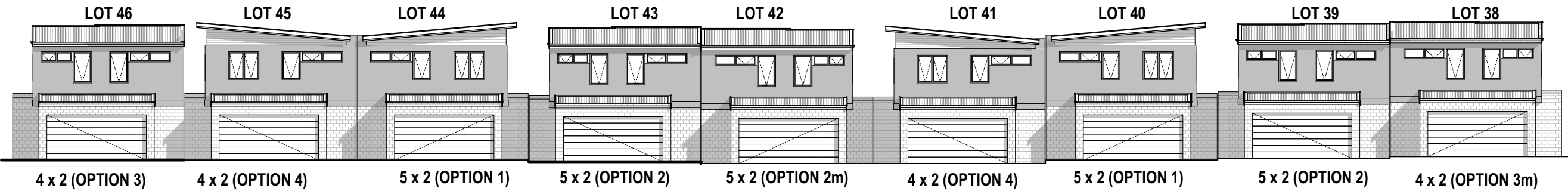
PROJECT NO. 2093  
DATE 19.09.2017  
REVISION SK1.05\_H



STREETSCAPE ELEVATION WITH FENCING (1)  
1:200



STREETSCAPE ELEVATION (1)  
1:200



REAR LANEWAY ELEVATION (2)  
1:200

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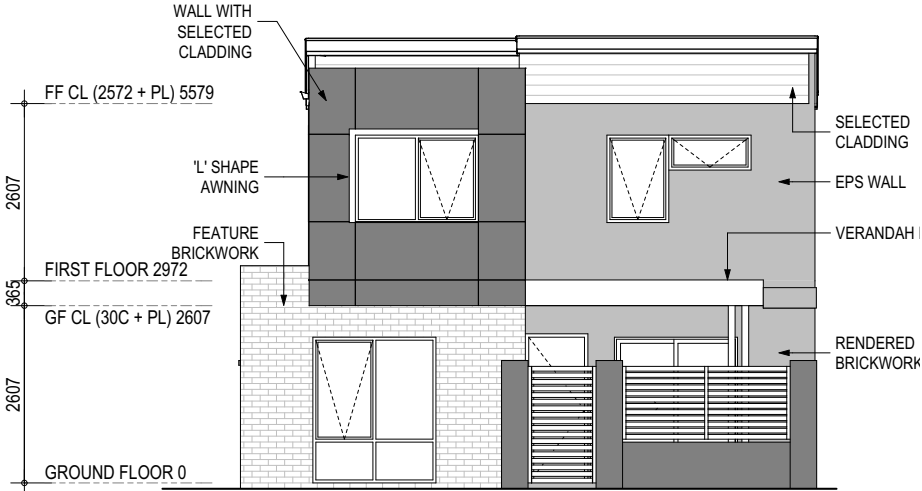


Lot 503 Gilmore Avenue  
Orelia

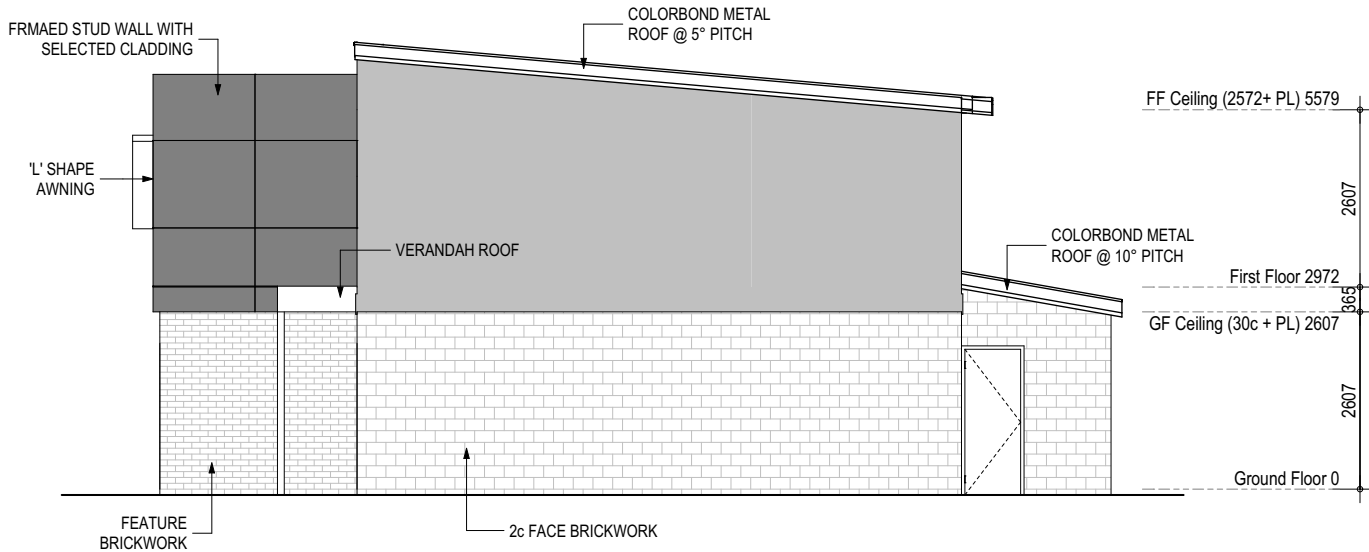




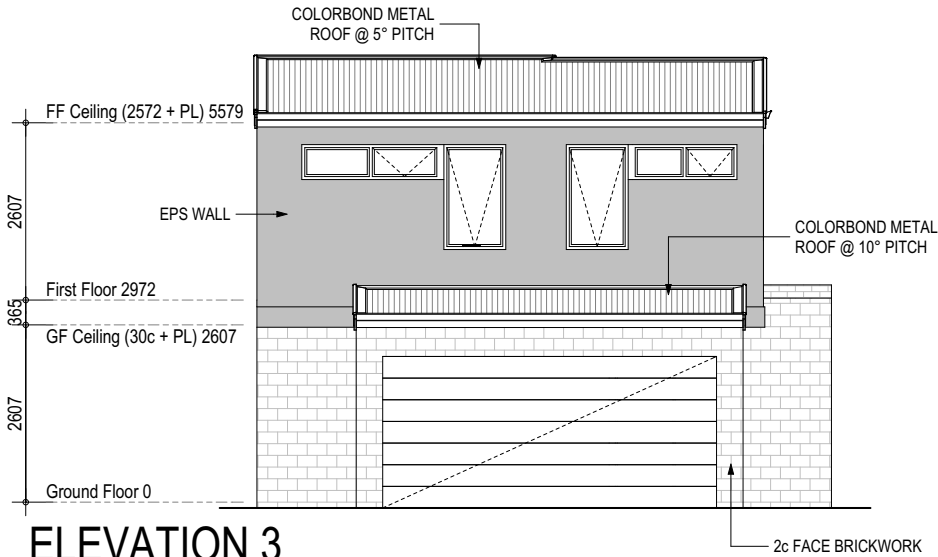
ELEVATION 1  
1:100



ELEVATION 1 (WITH FRONT FENCING)  
1:100

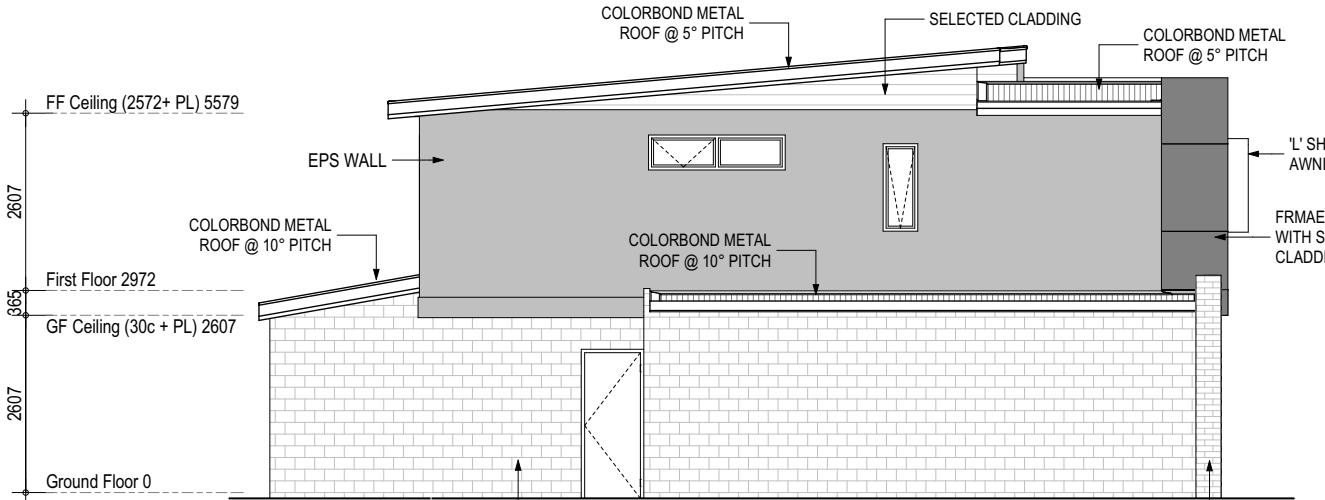


ELEVATION 2  
1:100



ELEVATION 3  
1:100

OPTION 2m (5 BEDS)  
LOT 42



ELEVATION 4  
1:100



Lot 503 Gilmore Avenue  
Orelia

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**18 REPORTS – CIVIC LEADERSHIP****18.1 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 30 JUNE 2022****SUMMARY**

The purpose of this report is to present to Council a list of accounts paid under delegated authority for the month ended 30 June 2022, as required by the *Local Government (Financial Management) Regulations 1996*.

**OFFICER RECOMMENDATION**

**That Council:**

- 1. Accepts the list of accounts, totalling \$9,628,854.15, paid under delegated authority in accordance with Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996* for the period ended 30 June 2022, as detailed within Attachment A.**
- 2. Accepts the detailed transaction listing of credit card expenditure paid for the period ended 30 June 2022, as detailed within Attachment B.**

**DISCUSSION**

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

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

<b>Payment Type</b>	<b>Amount (\$)</b>
Automatic Payment Deductions	\$ 280,818.02
Cheque Payments #201089 to #201094	\$ 2,158.46
EFT Payments #4363 to #4379	\$ 7,930,482.97
Payroll Payments 12/06/22 and 26/06/22	\$ 1,415,394.70
<b>Total Attachment A</b>	<b>\$ 9,628,854.15</b>

Contained within Attachment B is a detailed transaction listing of credit card expenditure paid for the period ended 30 June 2022. This amount is included within the total payments, listed above.

## 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	5.1 – Model accountable and ethical governance, strengthening trust with the community	N/A – There is no specific action in the CBP, yet this report will help achieve the indicated outcomes and strategic objectives	Transparent reporting of financial information

## SOCIAL IMPLICATIONS

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

## LEGAL/POLICY IMPLICATIONS

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

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

**FINANCIAL/BUDGET IMPLICATIONS**

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

**ASSET MANAGEMENT IMPLICATIONS**

There are no asset management implications that have been identified 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. Payment Listing Report June 2022 [↓](#)
- B. Credit Card Transaction Report June 2022 [↓](#)



## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
<b>Automatic Deductions</b>			
Go Go On-Hold Pty Ltd	00058080	Messages on hold services for June 2022	198.00
Commonwealth Bank	020622A	Credit card Functions Officer to 020622	2,220.65
Commonwealth Bank	020622B	Credit card Director City Development to 020622	63.60
Commonwealth Bank	020622C	Credit card Manager Customer Communications to 020622	2,340.68
Commonwealth Bank	020622D	Credit card Director City Infrastructure to 020622	2,242.01
Commonwealth Bank	020622E	Credit card Director City Life to 020622	4,606.69
Commonwealth Bank	020622F	Credit card Chief Executive Officer to 020622	29.17
Commonwealth Bank	020622G	Credit card Coordinator Events, Engagement and Grants to 020622	2,573.46
Commonwealth Bank	020622H	Credit card Rates Coordinator to 020622	566.85
Commonwealth Bank	020622I	Credit card Manager Human Resources to 020622	1,522.20
BP Australia Pty Ltd	12117549	Fleet Fuel 010522 to 310522	19,733.68
iinet Technologies Pty Ltd	132299348	Monthly internet charges various locations	589.93
Windcave Pty Ltd	1972821	Monthly service fees May 2022	232.57
City of Kwinana	2021/2022	Rates and waste charges City of Kwinana properties	214,408.64
Ampol Australia Petroleum Pty Ltd	0302036998A	Fleet Fuel 010522 to 310522	11,159.87
Fines Enforcement Registry	29451379	Lodgement fee for infringements	159.00
Fines Enforcement Registry	29542684	Lodgement fee for infringements	238.50
Fines Enforcement Registry	29542749	Lodgement fee for infringements	159.00
Symprex Limited	2204083	Signature 365 500 user subscription for 3 years	9,350.37
iinet Technologies Pty Ltd	1187422868	Monthly internet charges Bertram Community Centre	79.99
Wright Express Australia Pty Ltd	79	Fleet Fuel 010522 to 310522	923.18
Library Ideas, LLC	A2273	Annual subscription for Freegal Music online music	7,300.00
TPG Internet Pty Ltd	I292487368	Kwinana South Station internet connection	59.99
TPG Internet Pty Ltd	I292826335	Mandogalup Station internet connection	59.99
<b>Total Automatic Deductions</b>			<b>-280,818.02</b>
<b>Cheques</b>			
Department of Communities	INV199119-Q2S6X	Bright Futures annual fee 2022/2023	438.00
City Of Kwinana - Pay Cash	160622-Library	Petty cash recoup to 160622 Bright Futures	94.60
	130622-Library	Petty cash recoup to 160622 Library	49.65
	130622-Village	Petty cash recoup to 130622 Village	120.70
City of Perth	267883	Long Service Leave claim	1,169.81
City Of Kwinana - Pay Cash	29062022-Admin	Petty cash recoup to 290622 Admin	285.70
<b>Total Cheques</b>			<b>-2,158.46</b>
<b>EFT</b>			
EFT TRANSFER: - 01/06/2022			38,238.82
Bright Futures Family Day Care - Pa	230522 to 290522	FDC Payroll 230522 to 290522	28,627.42
Bright Futures In Home Care - Payro	230522 to 290522	IHC Payroll 230522 to 290522	9,611.40
EFT TRANSFER: - 02/06/2022			737,403.12

## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
Beards Security Doors and Awnings	00061446	Banksia V33 replace broken rollers	125.00
	00061443	Callistemon U11 remove dog door	260.00
Paint Industries	64265	Eco green graffiti remover	998.25
Living Turf	89443/01	Soil testing Kelly Park	214.50
Netstar Australia Pty Ltd	139858	Annual EZ standard subscription and SIM access	7,617.72
Outback Handyman	3693	Callistemon U27 repair roof damage	198.00
Leaf Bean Machine Pty Ltd	00104966	Items for Cafe Splash at Recquatic Centre	120.62
Sonic Health Plus	2641124	Pre-employment medical assessment 240522	198.00
Dowsing Group Pty Ltd	18170	Footpath renewal Tanson Road	11,734.39
	18171	Footpath renewal Gabor Park Dalrymple Drive	6,626.31
DNR Contracting Pty Ltd	00001289	Minor civil works Munday Way	7,810.00
Red Oxygen Pty Ltd	CI00206490-56955	Licence and message charges 270422 to 260522	45.32
Portner Press Pty Ltd	INV-29711	Health and safety handbook	595.00
Mackie Plumbing and Gas Pty Ltd	I102869	Test toilets at Recquatic Centre	74.44
	I102885	Service toilet at the Zone	135.36
	I103001	Banksia V55 repair blocked toilet	121.01
	I102956	Callistemon U8 repairs to leaking toilet	172.58
	I103024	Callistemon U51 unblock kitchen sink	215.26
	I103020	Banksia V13 repair to leaking toilet	416.14
Australian HVAC Services Pty Ltd	66249	Inspect leak at Department of Housing	619.99
	66238	Remove and replace pumps on air conditioner	1,594.96
	66248	Inspect zone on Recquatic Centre air conditioner	477.75
Woolworths Group Open Pay	TXN741529	Items for morning tea for the Village	314.00
	TXN718108	Groceries for Community Night event	36.00
	TXN714143	Items for Moorditj Kulungars	73.78
	TXN728378	Items for Family Day Care and Mooditj Kulungars	63.68
	TXN739160	Items for NAIDOC week	77.30
	TXN751389	Items for Library	59.20
StepChange Consultants Pty Ltd	SC0013142	Temp staff week ending 080522 and 150522	9,303.25
Bartco Traffic Equipment Pty Ltd	21770	Power solar variable message sign	29,953.00
Kukri Australia	IAU.018404	Uniforms for Recquatic Centre	22,876.70
	IAU.018494	Uniforms for Recquatic Centre	11,362.45
South West Group	212222	2021-2022 Member Council Contributions	6,635.60
Trophy Express	15858	Medals for NAIDOC event	500.00
KAGE Systems	INV-01405	Replace disabled toilet electric bed to Kwinana Adventure Park	7,174.86
ProWash Squirrels	1155	Cleaning of driveways to Banksia V35-44	525.00
Robert Walters Pty Ltd	1978900	Temp staff week ending 220522	5,291.44
Ashara Celeste Wills	INV-280420221	Zone in person group training session	470.00
Allways Property Maintenance	INV-0493	Repair to downpipe at Callistemon Court	165.00
	INV-0494	Callistemon U71 replace built in wardrobe	3,465.00
St John Ambulance Australia (WA) In	FAINV00984560	First aid training 240522	128.00
	FAINV00984568	First aid training 240522	128.00
BatBoards	000003	Bat boards for swimming lessons at Recquatic	396.00
Dyematic Sublimation	00227654	Caps for Junior Neighbourhood Program	521.13
Boorloo Aboriginal Cultural Experie	00000984	Welcome to the Country 250522	1,100.00
Matsyamin Pty Ltd	67b	Mural for recording studio at the Zone	1,039.50
Tim Meakins Design	41	Hidden Nature Things public art	3,000.00
Procurement Australia Ltd	IN028605	30 x Samsung Galaxy Tab A8 4G 64GB	14,763.21

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## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
Luke Walker	25May2022	Achievement Grant 2021 - 2022	175.00
Thomas Ody	30May2022	Reimbursement for Tech One project	127.00
Toll Transport Pty Ltd	6018127	Transport services for samples	44.33
Total Eden Pty Ltd	412139224	Reticulation stock	3,154.81
T-Quip	110743	Service on workman GTX with repairs	347.75
WA Limestone Co	Journal 14.9	Rates refund	716.28
Waste Stream Management Pty Ltd	00431595	Tipping fees 130522	1,122.00
Wattleup Tractors	1284820C	Repairs to engine cooling system	1,942.09
Western Australian Treasury Corpora	Loan#103B-070622	Loan #103B due 070622 capital and interest	12,712.78
Kyocera Document Solutions Australi	90470796	Maintenance and support services	4,078.80
GrassTrees Australia	00011098	Install bagged grass trees at Orelia and Thomas Ovals	19,000.00
Absolute Painting Services	INV-2520	U11 Banksia complete repaint of unit	4,191.00
Beaver Tree Services Aust Pty Ltd	82292	Tree removal Silversmith Street	5,527.87
	82283	Tree watering The Wedge	170.46
	82284	Tree watering Admin 230522	39.60
	82291	Banksia V10 removal	1,366.60
	82293	Root barrier Cliveden Avenue	1,594.34
	82326	Tree pruning Allendale Road	452.11
	82327	Tree pruning Gilmore Ave	1,023.80
Synergy	958335710May22	3127U Orelia Oval	1,728.00
	566370150May22	3681U Chipperton Park	1,038.65
Prestige Catering & Event Hire	INV-4152	Catering 250522	406.80
Bunnings Building Supplies	2163/01191283	Banksia Park hardware	22.11
Ixom Operations Pty Ltd	6522579	Recquatic chlorine gas order	1,056.97
Technology One Limited	210241	Infrastructure Hosting May 22	398.84
	210340	Project Management 260522	6,270.00
	210341	UAT Support 190522	6,160.00
	210342	Project Management 130522	8,360.00
	210338	Data migration 170522	4,090.63
	210339	Data migration 190522	3,299.45
	210336	Infrastructure 190522	935.00
	210337	DMC Consultancy 200522	24,777.50
Natural Area Consulting Management	00017625	Provision of extra native seedlings for 2022	1,571.35
Bolinda Publishing Pty Ltd	262506	Large print books for Library	259.41
Challenger Ford	C7799	Ford Ranger KWN1943	48,005.92
Hudson Global Resources (Aust) Pty	AU1272000	Temp staff week ending 220522	5,228.34
	AU1264103	Temp staff week ending 240422	4,283.40
	AU1272001	Temp staff week ending 220522	6,504.37
	AU1264921	Temp staff week ending 240422	6,469.21
PFD Food Services Pty Ltd	LC709312	Items for Cafe Splash at Recquatic Centre	439.05
Blueprint Homes (WA) Pty Ltd	BP2022/443	Refund of fees BP2022/443	2,215.64
Coastline Mowers	32525#5	Mower part for City Operations	204.75
	32476#5	Brush cutting cord for mower	136.00
KLMedia Pty Ltd	1154554	DVD's and video games as requested	538.16
	1154555	DVD's and video games as requested	1,246.73
	1154451	DVD's and video games as requested	17.96
Hays Specialist Recruitment Pty Ltd	50902272	Temp staff week ending 220522	3,684.57
	50885495	Temp staff week ending 150522	2,594.98
	50885496	Temp staff week ending 150522	2,656.50
	50870184	Temp staff week ending 080522	2,089.16

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## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
	50902274	Temp staff week ending 220522	2,772.00
Risk Management Technologies Pty Lt	102784	Chemalert system license renewal 2023	5,474.70
Bladon WA Pty Ltd	BWA151623	Lanyards for National Reconciliation Week	1,097.25
Infiniti Group	572851	Consumables for Recquatic Centre	1,410.34
Winc Australia Pty Ltd	9039352050	OHSE equipment for staff	81.80
	9039291772	Stationery for Administration Building	162.70
	9039376009	Items for HR induction packs	172.15
Advanced Traffic Management (WA) Pt	00156620	Traffic management Beacham Cres	989.01
	155991.1	Traffic management Mandurah Road	22,053.47
	155838.1	Traffic management Hefron Street	2,116.02
	00156640	Traffic management Rockingham Road	770.50
	00156624	Traffic management Bertram Road	3,098.11
	00156622	Traffic management Irsaburg Pde	1,681.33
	00156625	Traffic management Tanson Place	4,322.36
LD Total	120274	Landscape maintenance various parks May 22	2,456.88
	120272	Landscape maintenance various parks May 22	6,580.55
	120270	Landscape maintenance various parks May 22	9,668.60
	120268	Landscape maintenance various parks May 22	850.80
	120266	Landscape maintenance various parks May 22	12,568.09
	120264	Landscape maintenance various parks May 22	16,487.66
	120262	Landscape maintenance various parks May 22	9,713.80
	120260	Landscape maintenance various parks May 22	945.34
	120258	Landscape maintenance various parks May 22	5,239.60
	120256	Landscape maintenance various parks May 22	59.98
	120277	Landscape maintenance various parks May 22	363.52
	120275	Landscape maintenance various parks May 22	9,682.59
	120273	Landscape maintenance various parks May 22	685.21
	120271	Landscape maintenance various parks May 22	1,949.52
	120269	Landscape maintenance various parks May 22	2,908.77
	120267	Landscape maintenance various parks May 22	242.73
	120265	Landscape maintenance various parks May 22	5,613.27
	120263	Landscape maintenance various parks May 22	4,842.96
	120261	Landscape maintenance various parks May 22	3,999.85
	120259	Landscape maintenance various parks May 22	338.28
	120257	Landscape maintenance various parks May 22	1,169.72
	120278	Landscape maintenance various parks May 22	2,049.25
	120276	Landscape maintenance various parks May 22	34,079.34
Data #3 Limited	02096502	Mimecast AT1 Mime OS software	41,492.67
Elliotts Irrigation Pty Ltd	P31336	Iron filter replacement Wellard 3 bore	89,358.50
Complete Office Supplies Pty Ltd	11040210	Items for the Zone	507.66
	11041395	Items for the Zone	213.55
	11044559	Stationery for the Zone	379.28
Go Go On-Hold Pty Ltd	00057728	Rates animation voiceover production	1,100.00
Susan Michele Wiltshire	27May22	Reimbursement for Team Building Milestone	250.00
Enzed Fremantle	67157	3 new truck high pressure cleaner swivel fittings	737.00
Master Lock Service	8796	Callistemon replace security door lock	200.00
Programmed Property Services Pty Lt	SINV629363	Retirement Villages gardening and lawn mowing May 22	10,257.86
Talis Consultants Pty Ltd	25177	Consultancy services Kwinana RDC to 310322	11,988.90
Creative Communities	551	Wellard Community Workshop 180622 claim 1	3,531.00
Accord Security Pty Ltd	26730	Security services for Darius Wells Library	198.00
ALSCO Pty Ltd	CPER2231565	Linen hire for Council dinners	58.63
Imagesource Digital Solutions	462549	Admin panel for OMGI event	370.70

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## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
Woolworths Group Limited	123428085	Items for Administration Building	127.60
	123504955	Items for City Operations Team	104.50
	122890453	Items for Administration Building	109.60
	123888843	Items for Cafe Splash at Recquatic Centre	102.80
Drainflow Services Pty Ltd	00009743	Gross pollutant trap Corbridge Ave	792.00
	00009709	Gully eduction works Navel Base	990.00
Elexacom	117230	Install inspection plate at Darius Wells Centre	355.34
	117261	Inspect timer on lights at Thomas Netball Courts	114.62
	117262	Replace lights in umpire room at Recquatic Centre	454.15
	117263	Inspect lights at Sandringham Park	198.63
	117204	Repair lights at Fiona Harris Pavilion	2,196.32
	117226	Emergency and evacuation testing Smirks Cottage	275.97
	117227	Emergency and evacuation testing Senior Citizens	354.82
	117229	Replace element on BBQ at Ridley Green	698.10
	117521	Kwinana street lighting tilting check Latitude 32	1,969.18
Total Green Recycling	INV11891	E waste recycling	209.31
StrataGreen	145228	TerraCottem universal 10kg	7,865.00
	145085	Stakes and guards for 2022 revegetation program	7,174.20
Gregs Glass	13620	Reglaze windows at Sloan Drive	1,260.00
Randstad Pty Ltd	RA4622043	Temp staff week ending 220522	1,629.93
Volleyball WA	INV-20994	Volleyball coaching session 190522	100.00
Heatley Sales Pty Ltd	C1041242	Uniforms for City Operations	88.07
Blackwood & Sons Ltd	KW9912DX	Uniforms for City Operations	68.64
	KW2728DQ	Muster and Emergency signs	53.82
Challenger Veterinary Hospital	140957	Microchipping	65.00
Frontline Fire and Rescue Equipment	74656	Replacement brushes for electric water hose reels	150.48
Starbucks Flooring	INV-000938	Callistemon U72 stretch carpet	121.00
GreenLite Electrical Contractors Pt	2173	Install new cubicle at Wellard pump claim 1	687.50
K Mart	311928	Kitchen storage supplies for Operations Depot	152.00
The Green Barista Coffee	19224	Catering for Community planting	246.00
Fire And Safety Australia Pty Ltd	TX006497	Chief Fire Warden and Fire Warden course	550.00
Baldivis Transport Pty Ltd	2860	Bulk water supply for Casuarina Hall 060522	350.00
Fridgair Industries Pty Ltd	41486	Inspect water leak from Depot fridge	220.00
McLeods Barrister & Solicitors	124384	Legal matter 49087	198.00
Lo-Go Appointments	00425867	Temp staff week ending 210522	1,879.27
Natsales Advertising Pty Ltd	00347979	Bin panels for OMG Fringe Festival	193.00
	00347978	Bin panels for Living Green	193.00
Peet NO 110 Pty Ltd	15.2	Rates Refund	13.03
Main Roads Western Australia	8020916	Works for Westcott Road	1,481.67
EFT TRANSFER: - 02/06/2022			224,859.59

## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
Australian Services Union	PY01-24-Aust Ser	Payroll Deduction	225.48
	PY01-24-Aust Ser	Payroll Deduction	71.70
Australian Taxation Office	PY99-22-Australi	PAYG tax withheld	11,992.00
	PY01-24-Australi	PAYG tax withheld	199,811.00
Maxxia Pty Ltd	PY01-24-Maxxia P	Payroll Deduction	1,343.68
	PY01-24-Maxxia P	Payroll Deduction	1,942.09
Health Insurance Fund of WA (HIF)	PY01-24-Health I	Payroll Deduction	765.95
City of Kwinana - Xmas fund	PY01-24-TOK Chri	Payroll Deduction	7,290.00
Child Support Agency	PY01-24-Child Su	Payroll Deduction	650.64
Easifleet	158572	Novated lease charges 180522	348.78
LGRCEU	PY01-24-LGRCEU	Payroll Deduction	407.27
	PY01-24-LGREC U	Payroll Deduction	11.00
EFT TRANSFER: - 08/06/2022			42,890.03
Bright Futures Family Day Care - Pa	300522 to 050622	FDC Payroll 300522 to 050622	31,600.13
Bright Futures In Home Care - Payro	300522 to 050622	IHC Payroll 300522 to 050622	11,289.90
EFT TRANSFER: - 09/06/2022			849.61
Bright Futures Family Day Care - Pa	290522 to 050622	FDC Payroll 290522 to 050622	849.61
EFT TRANSFER: - 09/06/2022			317,044.82

## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
Mastec Australia Pty Ltd	00086447	Green mini bins with yellow lid x 500	2,343.00
Nilfisk Pty Ltd	PRI0004578	Recquatic hire charge for floor scrubber May 22	660.00
	PSVI026398	Recquatic hire charge for floor scrubber May 22	123.84
Shred-X Pty Ltd	01816939	Exchange and destroy secure document bins May 22	52.20
FE Technologies Pty Ltd	1011017	RFID rectangular tags for Library	539.00
Retech Rubber	00003701	Repair softfall at Maldon Park	385.00
Perlex Holdings	C10186	Community Footy event hire	580.00
Port Printing Works	INV078617	Staff business cards	44.55
Leaf Bean Machine Pty Ltd	00105130	Items for Cafe Splash at Recquatic Centre	385.00
Turf Care WA Pty Ltd	INV-4953	Supply & apply fertiliser various passive grounds	8,510.04
	INV-4954	Fertiliser and application Kelly Park	1,826.00
	INV-4955	Fertiliser and application Orelia Park	2,158.46
Burson Automotive Pty Ltd	123099889	2 x 12 volt truck batteries	327.80
Mackie Plumbing and Gas Pty Ltd	I102946	Repairs to leaking shower at Recquatic Centre	178.75
	I102957	Replace valves at Wellard Pavilion	1,914.00
	I103007	Inspect Zip at Darius Wells Creche	624.95
	I102906	Install replacement submersible pump Wandl Hall	1,474.00
	I102909	Install drink fountain at Recquatic Centre	1,804.00
	I102910	Repair valve leak at Adventure Park	394.54
	I102916	Repair leaking toilet at Thomas Kelly	420.21
	I103044	Banksia V2 repair to HWS	111.66
	I102903	Clear blocked toilets at Administration Building	409.81
	I103042	Callistemon U55 replace HWS	2,180.00
	I102945	Replace HWS at Smirk Cottage	1,078.00
	I102933	Repairs to female toilets Thomas Kelly	126.50
	I102931	Maintenance of septic tank Challenger Beach	93.05
	I102926	Cleaning of sewage pits at Adventure Park	111.66
	I102923	Repairs to tap at Administration Building	127.31
	I103104	Banksia V10 service of taps	145.92
	I103095	Callistemon U61 replace laundry spout	139.12
	I103093	Callistemon U37 replace wall mounted spout	139.12
As Clean As A Whistle	00001140	Banksia Clubhouse cleaning May 2022	819.50
Community Resources Limited T/As So	INV66478	Mattress disposal bulk waste collection round 2	9,222.40
Australian HVAC Services Pty Ltd	66636	Cleaning of plant rooms Darius March & April 22	1,203.51
	66515	Condenser tube cleaning to air con at Recquatic	1,582.68
	66447	Replace condensate pumps to air cons at Recquatic	1,997.08
	66394	Repair to gas leak on air con at Administration	7,652.29
Matthew Ponsford	20	Dungeon and Dragons sessions at The Zone	840.00
Sai Global Ltd	SAIG11S-1202389	Subscription renewal	224.90
NORDA Architects Pty Ltd	2205-11	Kwinana South Fire Station Administration stage	2,598.75
Bannerworld	8082	Neighbour Day equipment purchases	6,744.61
Kadeklerk Photography	PO138690	Photography for Medina Markets	375.00
	PO138434	Photography for Harry McGuigan Park	457.50
Veraison Training and Development	INV-0940	Culture Optimisation meeting	7,590.00
	INV-0941	Culture Optimisation meeting	2,046.00
Kreitviti Natural Handmade Artisan	1010622	Assorted hand soaps for Senior Citizens	210.00
Woolworths Group Open Pay	TXN747585	Items for the Zone Lyrik Awards	19.50
	TXN752381	Gift cards for Youth Engagement Art competition	535.70
	TXN774683	Items for Library	3.90
	TXN666972	Items for Library	93.00
	TXN773875	Cloth nappies for workshops	320.40

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## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
ETS Infrastructure Management Pty L	156700	Vegetation works various areas	15,465.78
	156652	Vegetation works various areas	16,667.64
AK Food Services WA Pty Ltd	0298	Coffee for the homebased business meet-up	50.00
Trophy Express	15809	Bush Fire Brigades Awards and trophies	50.00
The Skateboarding Program	INV-0012	Ladies only skate session	945.00
Robert Walters Pty Ltd	1981917	Temp staff week ending 290522	4,167.01
Hygge Community Life (Home Hub)	INV-035	Community Wellbeing and Housing pathways	9,000.00
Sydney Tools Pty Ltd	8541137	Tools and socket set for Depot	2,406.00
Procurement Australia Ltd	IN028720	30 x Otterbox defender case for Samsung Galaxy tabs	2,415.60
	IN028719	LAN cables	283.14
ATI-Mirage Training and Business	INV-0392	Microsoft Excel introduction	369.00
Glenn Patrick Lazaroo	25May2022	Achievement Grant	175.00
Tegan Jenkins Art	000176	Preparation of SS Kwinana boat building workshop	240.00
Netcaz Pty Ltd	12220	Repairs to tarp on back tray	658.35
SJM Sports Pty Ltd	132020	Community jerseys	1,980.00
	132023	NAIDOC week footballs	364.00
Derek Noble	Journal 15.3	Rates Refund	385.57
Sunny Kumar	Journal 15.6	Rates Refund	6.69
Peta Dennison	31May2022	Reimbursement for Team Building	125.00
Water Corporation of Western Austra	9021239484May22	0U Ryhill Cres drink fountain	47.77
	9021554601May22	1U Heywood Park drink fountain	5.30
	9014051352May22	17U Bertram Community Centre	622.66
	9014096921May22	20U Wellard Pavilion	534.65
	9018171503May22	7U Rushbrooke Park drink fountain	18.52
	9018600726May22	20U Wellard Community Centre	1,648.51
	9020528305May22	13U Reserve Cavendish Blvd	34.40
	9020597837May22	3U Bulrush Park drink fountain	7.94
Youth Affairs Council of WA	INV-3933	Youth Advisory Group workshop 230622	1,485.00
Public Transport Authority of Weste	2021-46	Upgrade of bus stop Wellard	10,059.00
Kyocera Document Solutions Australi	90450903	Copy costs Zone Downstairs Rec April 22	12.89
	90450895	Copy costs Admin CSO April 22	32.67
	90450890	Copy costs Admin Planning April 22	174.88
	90450889	Copy costs Admin Governance April 22	73.14
	90450893	Copy costs Admin Finance April 22	202.57
	90450897	Copy costs Records April 22	177.21
	90450907	Copy costs Recquatic front counter April 22	12.28
	90450888	Copy costs Community Centre April 22	42.61
	90450886	Copy costs BI IT April 22	63.11
	90450887	Copy costs Library Staff April 22	154.50
	90450885	Copy costs City Leadership Team April 22	24.50
	90450891	Copy costs the Zone Multimedia April 22	46.27
	90450892	Copy costs Family Day Care April 22	67.00
	90450894	Copy costs Depot Admin April 22	30.80
	90450896	Copy costs Recquatic Centre April 22	196.39
	90450905	Copy costs Darius Wells Volunteer April 22	78.99
	90450904	Copy costs William Bertram staff April 22	18.83
	90450900	Copy costs John Wellard Centre public April 22	71.32
	90450898	Copy costs William Bertram April 22	74.87
	90450899	Copy costs Darius Wells reception April 22	19.57
	90450902	Copy costs Banksia Park April 22	51.76
	90450906	Copy costs Darius Wells Creche April 22	27.06
	90450901	Copy costs John Wellard staff April 22	34.84

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## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
	90450908	Copy costs Depot Mechanics April 22	13.07
Officeworks BusinessDirect	601055095	Stationery items for Waste Services	38.61
Arteil	00081737	Gryphon MK1 office drafting stool	1,108.80
Absolute Painting Services	INV-2616	Callistemon U61-66 repaint external	7,260.00
	INV-2615	Callistemon U56-50 repaint external	7,348.00
Big Brews Liquor	ZB1347592	Drinks for civic events	496.83
Oakford Stockfeeds	446639	Halters for livestock	91.60
Prestige Catering & Event Hire	INV-4154	Catering 270522	1,710.00
Bunnings Building Supplies	2442/01243931	Banksia purchase of plants	262.37
	2163/99874702	Containers for City Operations	47.97
The Workwear Group Pty Ltd	14001718	Staff uniforms	167.15
Ixom Operations Pty Ltd	6528900	Recquatic chlorine gas order	1,056.97
	6533246	Recquatic chlorine gas order	129.58
Sigma Chemicals	157981/01	Chemical order for Recquatic	474.10
Modern Teaching Aids Pty Ltd	44846235	Gloves and supplies for Darius Wells Library	141.57
Wilson Security Pty Ltd	W00292618	Callistemon Court security patrols May 22	915.86
Bolinda Publishing Pty Ltd	262876	Audio mixed format books for Library	1,457.76
Hudson Global Resources (Aust) Pty	AU1274175	Temp staff week ending 290522	6,891.12
	AU1274176	Temp staff week ending 290522	5,480.83
City of Canning	132519	Long service leave reimbursement	10,391.81
West Coast Shade	11919	Supply an additional shade to Apsley Estate	2,255.00
Foreshore Rehabilitation & Fencing	INV-5088	Remove damaged chain mesh at Edge Skate Park	335.05
KAJ Installations & Services	00008744	Callistemon U11 supply locks	156.20
Tina Kathryn Olsen	01June2022	Reimbursement for City Operations Team	174.00
Chamber Of Commerce & Industry	435064	CCIWA Membership Renewal 010722 to 300623	12,476.40
MRP General Pest/Termite Division 4	109600	Termite spot treatment Calista Tennis Club	139.00
Winc Australia Pty Ltd	9039389088	Footrest and mouse pad for Waste Education Officer	103.90
	9039389325	Stationery for Administration Building	96.64
	9039432523	Stationery for Darius Wells	64.92
	9039220991	Stationery for Library	1,506.32
Advanced Traffic Management (WA) Pt	155973.1	Traffic management Westcott Road	901.60
	00156615	Traffic management Beacham Cres	1,978.02
LD Total	119555	Additional maintenance works various areas May 22	416.83
	120158	Additional maintenance works various areas May 22	507.50
	119559	Additional maintenance works various areas May 22	498.47
	119564	Additional maintenance works various areas May 22	1,063.24
	119554	Additional maintenance works various areas May 22	998.46
	119558	Additional maintenance works various areas May 22	220.57
	119571	Additional maintenance works various areas May 22	133.66
	119557	Additional maintenance works various areas May 22	76.97
	119553	Additional maintenance works various areas May 22	3,366.65
JB Hi-Fi Rockingham	103419167-100	Wireless noise cancelling headphones	445.00
Landgate	1191794	Landgate title search fees May 22	234.94
	1184793	Landgate title search fees May 22	244.80
Buswest	137310	Bus hire for Leda Primary	330.00
Australian Institute of Building	37482	National Construction Symposium	3,630.00
Master Lock Service	8810	Remove jammed key at Wandi Pavilion	140.00
	8754	Change lock on Fiona Harris Pavilion	170.00

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## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
	8776	10 x A & F padlocks	1,240.00
Kev's Wheelie Kleen	16659	Monthly bin clean for John Wellard Centre April 22	110.00
Accord Security Pty Ltd	26390	Cash handling services for May 22	646.80
ALSCO Pty Ltd	CPER2230655	Linen hire for Council dinners	59.19
Imagesource Digital Solutions	462635	2022 Lyrik awards sign	401.50
	462631	Bench plaque womens group	544.50
GC & A Hogan Pty Ltd	00006620	High Pressure cleaning of Wellard Village	1,087.00
Woolworths Group Limited	123901240	Items for EMBS	74.70
Elexacom	117616	Callistemon U55 install an external GPO for a HWS	485.75
	117557	Callistemon U27 replace water damaged smoke alarm	217.69
	117551	Banksia V38 install new electric oven	239.32
	117528	Installation of fibre optic cable to Recquatic	5,754.29
	117549	Relocate cables in Administration Building	315.39
	117621	Banksia V12 replace downlight in bathroom	280.43
Gregs Glass	13543	Install security screen at Fiona Harris Pavilion	407.00
Sports Power Kwinana	180522	Sports equipment for the Zone	1,843.92
Exit Waste	4469	Clean grease traps at Darius Wells Dome Cafe	1,303.50
K Mart	312140	Items for City Operations Team	106.75
Intranet Solutions	INV-0563	Annual intranet support July 22 to June 23	6,067.60
Glen Flood Group Pty Ltd	INV-1952	Temp project support week ending 290522	663.30
Fire And Safety Australia Pty Ltd	TX006552	Chief Fire Warden and Fire Warden course	275.00
	TX006501	Chief Fire Warden and Fire Warden course	550.00
	TX006502	Chief Fire Warden and Fire Warden course	550.00
Envirosweep	96844	Road sweeping Azurite Loop & Mandurah Road	4,800.55
SMS Broadcast Pty Ltd	INV02332198	Dedicated number allocated to City for SMS contact	179.00
Ohura Consulting	INV-0242	Industrial Relations services	500.00
Baldivis Transport Pty Ltd	2871	Bulk water supply for Casuarina Hall 170522 and 200522	350.00
Fridgair Industries Pty Ltd	41591	Inspect fridge at Thomas Kelly Pavilion	165.00
McLeods Barrister & Solicitors	124653	Legal matter 48712	1,146.83
	124685	Legal matter 48713	1,155.16
	124686	Legal matter 48714	1,105.66
Kearns Garden Supplies	76May22	Hardware for City Operations	238.50
TenderLink	AU-490178	Upload of tender documents	215.60
Charles Service Company	00035026	Cleaning consumables May 22	2,974.64
	00034969	Deep cleaning of all the chairs for Ken Jackman	1,275.91
	00034968	Periodical floor scrubbing at Adventure Park	236.50
	00034880	Cleaning services May 22	45,549.48
Apace Aid (Inc)	12943	Native seedlings for Henley Reserve	5,686.84
	12935	Native seedlings for planting 2022	2,700.50
	12934	Native seedlings for Sutherlands	965.58
EFT TRANSFER: - 09/06/2022		Payment reversal creditor #13053	-577.50
EFT TRANSFER: - 14/06/2022			404,169.97

## Payment Listing



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Payee	Invoice	Description	Amount
SuperChoice	May2022-01	Superannuation-May2022-01	261,114.79
	May2022-02	Superannuation-May2022-02	274.03
	May2022-03	Superannuation-May2022-03	7,254.92
	May2022-06	Superannuation-May2022-06	3,744.86
	May2022-07	Superannuation-May2022-07	6,491.02
	May2022-12	Superannuation-May2022-12	1,887.54
	May2022-13	Superannuation-May2022-13	553.09
	May2022-14	Superannuation-May2022-14	13,316.04
	May2022-16	Superannuation-May2022-16	144.49
	May2022-17	Superannuation-May2022-17	42,737.67
	May2022-18	Superannuation-May2022-18	4,387.52
	May2022-20	Superannuation-May2022-20	1,641.48
	May2022-21	Superannuation-May2022-21	6,217.49
	May2022-22	Superannuation-May2022-22	521.33
	May2022-24	Superannuation-May2022-24	71.37
	May2022-28	Superannuation-May2022-28	205.07
	May2022-29	Superannuation-May2022-29	2,482.14
	May2022-30	Superannuation-May2022-30	2,456.97
	May2022-32	Superannuation-May2022-32	3,304.07
	May2022-37	Superannuation-May2022-37	480.40
	May2022-43	Superannuation-May2022-43	1,821.71
	May2022-48	Superannuation-May2022-48	1,189.20
	May2022-49	Superannuation-May2022-49	234.52
	May2022-50	Superannuation-May2022-50	2,854.92
	May2022-53	Superannuation-May2022-53	1,759.99
	May2022-55	Superannuation-May2022-55	3,558.65
	May2022-56	Superannuation-May2022-56	1,671.80
	May2022-58	Superannuation-May2022-58	105.22
	May2022-59	Superannuation-May2022-59	2,091.60
	May2022-60	Superannuation-May2022-60	1,409.10
	May2022-61	Superannuation-May2022-61	1,040.88
	May2022-63	Superannuation-May2022-63	1,883.45
	May2022-66	Superannuation-May2022-66	932.51
	May2022-70	Superannuation-May2022-70	1,217.89
	May2022-72	Superannuation-May2022-72	1,306.49
	May2022-73	Superannuation-May2022-73	1,669.86
	May2022-75	Superannuation-May2022-75	588.20
	May2022-76	Superannuation-May2022-76	63.87
	May2022-79	Superannuation-May2022-79	1,475.19
	May2022-83	Superannuation-May2022-83	2,547.64
	May2022-84	Superannuation-May2022-84	217.53
	May2022-89	Superannuation-May2022-89	2,666.53
	May2022-90	Superannuation-May2022-90	1,997.03
	May2022-92	Superannuation-May2022-92	2,492.49
	May2022-94	Superannuation-May2022-94	4,370.21
	May2022-95	Superannuation-May2022-95	91.33
	May2022-96	Superannuation-May2022-96	1,759.99
	May2022-97	Superannuation-May2022-97	1,474.59
	May2022-99	Superannuation-May2022-99	270.54
	May2022B-17	Superannuation-May2022B-17	99.80
	May2022B-90	Superannuation-May2022B-90	20.95
EFT TRANSFER: - 15/06/2022			38,956.79
Bright Futures Family Day Care - Pa	060622 to 120622	FDC Payroll 060622 to 120622	30,113.63
Bright Futures In Home Care - Payro	060622 to 120622	IHC Payroll 060622 to 120622	8,843.16
EFT TRANSFER: - 16/06/2022			1,705,309.29

## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
Business Base	INV-19745	Office equipment for City Operations Team	2,996.00
	INV-19744	Furniture supplies for office replacements	6,249.00
ASV Sales and Service	289526	500 hour service onsite of plant item 556	1,512.39
Oakford Agricultural & Garden Suppl	88712	Gripple state kit	352.25
Summers Consulting	INV-1112	Mosquito monitoring 260522	1,210.00
	INV-1111	Mosquito monitoring 270422	1,336.50
	INV-1109	Mosquito monitoring 270422	440.00
Alex Krsnik	SQ22077	Tree pruning Johnson Road	1,089.00
	SQ22078	Landscape maintenance various sites May 22	4,064.01
	SQ22074	Latitude 32 clean up and planting	5,720.00
	SQ22075	Litter pickup Price Parkway & Moombaki Ave	1,067.00
	SQ22071	Pruning of trees Challenger Ave	330.00
	SQ22076	Maintenance of public access ways May 22	3,520.25
	SQ22073	Garden cleanup and mulch to Orelia Oval	1,815.00
	SQ22079	Urban and rural litter collection May 2022	17,701.36
	SQ22051	Mulching of median strip Sulphur Road	4,389.00
	SQ22081	City Centre litter collection May 22	4,115.10
	SQ22080	Bertram Road maintenance May 22	2,288.00
Oban Group Pty Ltd	27174	Rebuild limestone walk at Ascot Parkway	7,865.00
McGees Property	30180	Market rental valuations	1,925.00
AHA Consulting Pty Ltd	I-382	Engagement Essentials training	5,544.00
	I-335	Engagement Essentials training	880.00
	I-200	Development of Engagement Policy & Framework	1,111.00
Leaf Bean Machine Pty Ltd	00105245	Items for Cafe Splash at Recquatic Centre	140.02
Kleenheat	5357614	Gas charges various locations June 2022	8,843.75
Turf Care WA Pty Ltd	INV-4976	Fertiliser and application Bertram Oval	1,149.96
Medina IGA	51400	Local Commercial Support Grant	1,000.00
Suki (WA) Pty Ltd	28May2022	Local Commercial Support Grant	370.20
Dowsing Group Pty Ltd	18207	Construction of footpath Hefron Way	86,849.74
Cyclus Australia	INV-2393	Mail drop for OMG Fringe event	496.10
DNR Contracting Pty Ltd	00001292	Drainage upgrade Parsons Road	31,958.07
Bliss Momos Cafe & Restaurant Pty L	1011	Cafe skills training for the Zone	270.00
Shack Motors Pty Ltd	48988	Holden Trailblazer tail light passenger side	577.40
ADS Automation Pty Ltd	10274	Maintenance for security gate at Depot	286.00
Burson Automotive Pty Ltd	123284730	2 x 12v batteries	327.80
	123301278	12v battery KWN2150	236.50
Mackie Plumbing and Gas Pty Ltd	I103108	Banksia V2 relight gas HWS	104.05
	I103109	Callistemon U52 install gas bayonet	74.44
	I102942	Replace push timer tap to Medina Hall	521.18
	I103088	Backflow testing Tramway Part	379.05
	I103116	Banksia V2 inspect gas leak	93.05
	I103135	Banksia V2 repairs to toilet	301.64
	I103120	Banksia V46 install toilet	814.70
Premier & Cabinet Department of	1001986	Advertisement of change of method of valuation	109.20
Australian HVAC Services Pty Ltd	66702	Bi annual maintenance at Recquatic Centre	2,081.45
	66335	Monthly maintenance air conditioners Mar 22	461.93
	66153	Monthly maintenance air conditioners Mar 22	89.41
	66701	Monthly maintenance air conditioners Apr 22	4,500.01
Express Card Service	INV-036777	City of Kwinana Library cards	922.90
Octagon Lifts Pty Ltd	55613	Quarterly maintenance of lifts at various sites	5,234.41

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Payee	Invoice	Description	Amount
	54202	Annual service for lift phone management	3,762.00
Wellard Management Pty Ltd	Journal 18.5	Rates Refund	718.04
Kadeklerk Photography	PO138670	Photography for Community Planting Day	375.00
Dell Financial Services Pty Ltd	5400093526	Quarterly payment for Dell hardware fleet	3,163.86
Palm Lakes Garden and Landscape Ser	4009	Paving repair on Westmoreland Circle	4,268.00
	4017	Reticulation repairs Banksia Park	110.00
Automation Group	SI-00354827	Waterwatch subscription	577.50
Sifting Sands	INV-0756	Sand cleaning service Honeywood Park	11,284.42
Woolworths Group Open Pay	TXN754641	Items for Moorditj Kulungars	24.00
	TXN774673	Items for Moorditj Kulungars	23.52
	TXN762293	Items for Moorditj Kulungars	55.26
	TXN698789	Items for morning tea for Administration Bldg	109.45
	TXN743913	Items for City Operations storage	47.10
	TXN699509	Items for Creche at Recquatic Centre	128.90
	TXN713650	Items for the Zone	12.20
	TXN677398	Supplies for Moorditj Kulungars	24.25
	TXN663546	Supplies for Bright Futures	4.00
	TXN773846	Items for the Zone	57.60
	TXN743004	Items for Cafe Splash at Recquatic Centre	17.60
StepChange Consultants Pty Ltd	SC0013292	Temp staff week ending 290522	14,190.00
	SC0013293	Temp staff week ending 290522	8,756.00
Complete Portables	MW/227238	Hire of portables for Depot May 22	657.65
MDM Entertainment T/As MDM Print	112128	DVD's for Library	39.33
	112127	DVD's and video games for Library	34.54
Coterra Environment	10004464	Black Cockatoo habitat assessment	884.13
Rockingham Kwinana Chamber of Comme	INV000106427	Resources Regional Business Awards entry fee 22	5,500.00
Galaxy 42 Pty Ltd	FTIG42002342	Consulting for HRP TechOne implementation	15,427.50
	FTIG42002350	Consulting for HRP TechOne implementation	9,075.00
	FTIG42002343	Consulting for HRP TechOne implementation	453.75
	FTIG42002348	Consulting for HRP TechOne implementation	907.50
	FTIG42002344	Consulting for HRP TechOne implementation	18,830.63
	FTIG42002347	Consulting for HRP TechOne implementation	5,445.00
Perth Playground and Rubber Pty Ltd	INV-671	Removal of existing softfall at Thomas Oval	2,860.00
Sanctum Holdings Pty Ltd	2056491	Refund early clearance bond for barrier	15,000.00
Robert Walters Pty Ltd	19837367	Temp staff week ending 050622	4,960.73
Ashara Celeste Wills	INV-300520221	Unique as workshops at The Zone	1,780.00
St John Ambulance Australia (WA) In	EHSINV00953069	Community AFL event health services	627.00
	FAINV00987071	First aid training 020622	128.00
Netsight Consulting Pty Ltd ATF	INV-3842	Contractor Management workshop training	437.80
Woods Furniture Pty Ltd	V241847	Bespoke furniture for Zone reception area	2,728.00
LOTE Libraries Direct Pty Ltd	L6573	Children's books for the Library	1,154.95
Kwinana Titans Rugby League and	001	Club development grant	1,500.00
Sydney Tools Pty Ltd	8610808	Makita 18v charger battery for Depot	149.00
Matsyamin Pty Ltd	67a	Mural for the Zone	3,960.00
Midland Brick Pty Ltd	1880192	Easipave terracotta pavers for Depot	678.75
Fate Australia Pty Ltd	INV-0040	Handsaw and carry case	814.00
	INV-0039	Rotary hoe for Wells Park	550.00
The Escape Hunt Perth	908	Excursion for The Zone at Escape Room	448.00
ATI-Mirage Training and Business	INV-0599	Adobe Acrobat Design	405.00

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Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
Deadly Denim	000054	Workshop for The Zone	1,500.00
ART JAM WA	22	Screen printing workshop at The Zone	450.00
Oracle Customer Management Solution	00177081	After hours monitoring for April 2022	182.05
Estate of Carol Ann Garrett	Journal 15.5	Rates Refund	583.11
Ashley Kate Hunter	Journal 15.8	Rates Refund	378.93
Antonelli Investments Pty Ltd T/as	343645	Refund bond L159 (470) Lyon Rd Wandi	1,400.00
Tonic Homes Pty Ltd	448528	Bond refund L294 (7) Upwey Street	1,400.00
Claire Maree Leelin Mirasol	03June2022	Achievement Grant 2021 - 2022	175.00
Ashleigh Hutchins	03June2022	Achievement Grant 2021 - 2022	175.00
Chanda Babon Donato	01June2022	Crossover Subsidy rebate	412.50
Craig Malcolm McLeod	26May2022	Crossover Subsidy rebate	387.50
Deborah Anne Merrett	10219546	Key cut for office cabinet	9.90
Teresa Scott	Journal 18.8	Rates Refund	409.91
Orlando Abu	Journal 18.7	Rates Refund	445.07
Jessica Farmer	09May2022	Reimbursement for swimming lessons at Recquatic	93.40
Telstra	1197198700May22	Mandogalup Station to 160822	179.98
	9385375010June22	Internet and data	2,491.62
	1355246271May22	Mobile device whole organisation May 22	10,853.35
Toll Transport Pty Ltd	0436-T221490	Courier charges 310522	13.39
Toolmart Australia Pty Ltd	RH-173737	Combo brushless drill and hammer	496.00
	RH-173729	Leather pouch for duress alarm	15.00
Total Eden Pty Ltd	412145294	Reticulation stock	64.68
Waste Stream Management Pty Ltd	00431680	Tipping fees 270522	264.00
Westbooks	329172	Junior Library books	12.57
	329175	Library books for Manga collection	25.14
	329174	Library books for Manga collection	66.54
	329173	Junior Library books	46.16
	329171	Junior Library books	11.09
	329177	Junior Library books	9.61
	329176	Replacement books for lost or damaged stock	17.01
	329170	Adult Library books	487.38
Western Australian Treasury Corpora	Loan#106-240622	Loan#106 due 240622 capital and interest	71,491.02
	Loan#96-200622	Loan#96 due 200622 capital and interest	18,014.69
	Loan#95-200622	Loan#95 due 200622 capital and interest	43,235.25
Wurth Australia Pty Ltd	4320098977	Consumables for City Operations Team	2,340.89
Public Transport Authority of Weste	2021-50	Upgrade of bus stop Gilmore Ave & Johnson Road	15,349.95
Kyocera Document Solutions Australi	90472450	Copy costs Recquatic front counter May 22	147.83
	90472441	Copy costs Community Centre May 22	68.00
	90472456	Copy costs Banksia Park May 22	88.01
	90472455	Copy costs Zone Downstairs Rec May 22	55.46
	90472453	Copy costs Records May 22	154.58
	90472444	Copy costs Admin Planning May 22	267.97
	90472445	Copy costs Admin Governance May 22	115.14
	90472447	Copy costs Admin Finance May 22	192.45
	90472449	Copy costs Admin CSO May 22	66.96
	90472440	Copy costs BI IT May 22	91.26
	90472460	Copy costs Depot Mechanics May 22	14.34
	90472439	Copy costs Library Staff May 22	136.30
	90472438	Copy costs City Leadership Team May 22	18.29
	90472443	Copy costs the Zone Multimedia May 22	25.66

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Payee	Invoice	Description	Amount
	90472442	Copy costs Zone staff May 22	75.42
	90472446	Copy costs Family Day Care May 22	26.65
	90472448	Copy costs Depot Admin May 22	42.55
	90472457	Copy costs John Wellard staff May 22	71.01
	90472461	Copy costs Darius Wells Creche May 22	49.93
	90472459	Copy costs Darius Wells Volunteer May 22	54.22
	90472458	Copy costs William Bertram staff May 22	38.42
	90472452	Copy costs John Wellard Centre public May 22	86.50
	90472451	Copy costs William Bertram May 22	67.12
	90472454	Copy costs Darius Wells reception May 22	27.83
Arteil	00082036	Gryphon MK1 office chair	448.80
	00082051	Zenith office chair	375.10
	00081738	Gryphon office chair	404.80
Kwinana District Football Club	INV-0027	NAIDOC Football Community event	1,550.00
Beaver Tree Services Aust Pty Ltd	82381	Tree planting and watering 270522	5,368.22
	82403	Climbing works Frank Konecny Centre	3,644.23
Suez	48664720	Greenwaste bin tipping fees May 22	2,307.87
Synergy	792417950June22	Street lighting	119,077.42
	856518550June22	Decorative lighting	2,733.20
	177581220June22	78728U Recquatic	20,370.42
	135567600June22	40635U Darius Wells	11,101.72
	223615720May22	1347U Banksia Park	513.58
	118367820June22	5834U New Thomas Oval Pavilion	1,624.76
	141057240June22	14451U The Zone	3,572.10
	129764890June22	2791U Lambeth Park	823.65
	149872970June22	4386U Incubator	1,248.02
	258360080June22	3454U Kwinana Adventure Park	1,151.37
	422268910June22	5005U Depot	1,261.27
	179469390June22	4188U Bertram Community Centre	1,084.22
	107029100June22	3732U Wellard Community Centre	1,363.84
	693987550June22	0U Challenger Beach toilets	110.74
	198694990June22	32750U Admin/Arts/Parmelia	8,598.04
ABCO Products	INV801499	Puregiene hand sanitiser for Recquatic	164.89
	INV801890	Puregiene luxury foam soap for Recquatic	37.35
Bunnings Building Supplies	2163/01530792	Callistemon various hardware	80.15
	2163/01529178	Wireless weather station for Admin Building	22.33
	2163/01602724	Castor wheels	55.52
	2163/01525372	3M Safety goggles	130.46
	2163/01525856	Dyna bolts for Parmelia House	86.81
Sigma Chemicals	158313/01	Chemical order for Recquatic	1,261.26
	157622/01	400mm clock for Recquatic pool deck	302.50
Neverfail Springwater	INV-000598829	Water for Administration Building	88.50
	INV-000598798	Water for Administration Building	35.40
KC & C Jack	00743	Service of lockers at Recquatic Centre	585.75
Cannon Hygiene Australia Pty Ltd	97348963	Hygiene services 060522 to 050622	1,599.31
Toyota Fleet Management	996686	Lease vehicle 1HFE114	635.24
Downer EDI Works Pty Ltd	674215	Shared path construction Gilmore Ave	309,472.52
Family Day Care Australia	INV-0071	FDCA national conference 2022	2,096.50
Bolinda Publishing Pty Ltd	263136	Large print books for Library	458.63
Local Community Insurance Services	051-852575	Insurance for uninsured buskers and performers	703.12
Challenge Chemicals Australia	113426	Cleaning equipment for Recquatic Centre	319.01
Hudson Global Resources (Aust) Pty	AU1276624	Temp staff week ending 050622	5,922.70

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Payee	Invoice	Description	Amount
	AU1277064	Temp staff week ending 050622	7,031.75
	AU1275854	Temp staff week ending 060522	349.89
	AU1267366	Temp staff week ending 010522	6,328.58
Think Tank Media Pty Ltd	6622	Training and development Perth Corp PA	1,754.50
Signaltech	4063	Banksia V43 investigate TV reception issues	264.00
	4064	Banksia V23 investigate TV reception issues	264.00
Daniels Printing Craftsmen	78369	Spirit of Kwinana newsletter	1,298.00
BullAnt Security Pty	10218936	Engrave Lockwood keys x 3	99.00
	10220226	Engrave Lockwood key set	462.00
	10219688	Engrave Lockwood keys for Darius Wells	66.00
HECS Fire	81838	Install DCV valves at John Wellard	4,747.60
	82619	Inspect alarm faults at Recquatic Centre	616.00
	82646	Attend alarm at Darius Wells	308.00
Hays Specialist Recruitment Pty Ltd	50902273	Temp staff week ending 220522	1,768.65
	50935071	Temp staff week ending 050622	2,887.50
	50935070	Temp staff week ending 050622	2,089.16
	50935069	Temp staff week ending 050622	3,785.52
	50918904	Temp staff week ending 290522	219.91
	50918905	Temp staff week ending 290522	2,868.25
	50918903	Temp staff week ending 220522	3,028.41
MRP General Pest/Termite Division 4	109602	Termite treatment Kwinana Out of School Care	139.00
	109332	Pest control William Bertram	195.00
	110337	Pest control City Operations	139.00
Winc Australia Pty Ltd	9039427143	Mobile whiteboard and wall clock	661.88
Advanced Traffic Management (WA) Pt	00156827	Traffic management Parson Road	1,861.84
	00156824	Traffic management Hefron Street	1,099.41
	00156823	Traffic management Munday Way	1,119.55
	00156825	Traffic management Trusty Way	2,150.32
	00156638	Traffic management Parson Road	16,421.61
	00156623	Traffic management Hefron Street	4,401.11
	00156618	Traffic management Munday Way	1,431.17
LD Total	119577	Additional maintenance works various areas May 22	544.50
	119549	Additional maintenance works various areas May 22	15,840.00
	119578	Additional maintenance works various areas May 22	3,372.60
	119580	Additional maintenance works various areas May 22	3,630.00
	119579	Additional maintenance works various areas May 22	4,577.10
BGC (Australia) Pty Ltd	10576655	1m3 concrete Harrison Way	363.44
Porter Consulting Engineers	00022283	Design modification Challenger Ave	8,511.25
	00022284	Design modification Parmelia Ave	9,968.75
Complete Office Supplies Pty Ltd	11106396	Stationery for Recquatic Centre	515.21
	11100537	Stationery for Library	525.90
Artcom Fabrication	00036769	Manufacture and install 4 large sculptures 60% payment	20,829.60
Spotlight Pty Ltd	0065031442872	Materials for fashion show at the Zone	405.00
	006503144288	Materials for fashion show at the Zone	472.49
Department of Transport	8025413	Vehicle registration checks May 22	24.60
Display Me	N0227576	Signage for displays at Recquatic Centre	1,313.44
Website Weed & Pest (WA) Pty Ltd	00005483	Weed control for various City locations	4,887.36
	00005482	Weed control for various City locations	10,298.27
JB HiFi Commercial Division	503419966-100	Lenovo tablet for Darius Wells	349.00
Eco Resources Pty Ltd	00054017	Mixed waste tipping for Hefron Way	134.64
Master Lock Service	8840	Call out to unlock kitchen cupboard at Medina Hall	278.00

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Payee	Invoice	Description	Amount
	8839	Key cut 20 x F key & 20 x A keys	240.00
	8837	Rekey and supply of keys for City Operations	130.00
	8836	Rekey electrical cubicle at Ryhill Park	160.00
	8846	Callistemon U55 repairs to door lock	140.00
Totally Workwear Rockingham	RK108988	Uniforms for City Operations	158.05
Name Badge World	R448	Recquatic name badges	247.19
Kev's Wheelie Kleen	17091	Monthly bin clean for John Wellard Centre May 22	99.00
	16992	Monthly bin clean for John Wellard Centre May 22	66.00
Forpark Australia Pty Ltd	50066	Equipment for Bournan Heights	1,694.00
	50126	Equipment for Wellard Oval	616.00
ALSCO Pty Ltd	CPER2237453	Linen hire for Council dinners	67.88
	CPER2237351	Linen hire for Council dinners	58.63
	CPER2234236	Linen hire for Council dinners	58.63
Plants & Garden Rentals	00018073	Plant hire Darius Wells Resource Centre June 22	198.00
Vivid Promotions	42966	Tote bags for Naidoc week	884.40
Woolworths Group Limited	124628905	Items for City Operations Team	51.60
	123987104	Items for Business Network event	98.60
	124199073	Items for City Operations	57.65
	124889411	Items for Admin Building	143.90
	124971319	Items for Elected Member Briefing Session catering	267.81
	124667421	Items for City Operations	183.70
Drainflow Services Pty Ltd	00009901	Gully eduction works Naval Base	990.00
	00009850	Gully eduction works Medina	990.00
	00009879	Gully eduction works Medina	990.00
	00009796	Cleaning of GPT4727 on Coleford Road	1,056.00
	00009922	Gully eduction in Naval Base 030622	935.00
Elexacom	117266	Investigate issues with electric fence at Depot	181.83
	117444	Repair to broken light at Fiona Harris Pavilion	522.25
	117431	Repair to lights at Darius Wells Library	3,394.72
	117361	Various lights not working at Library	593.68
	117225	Emergency and evacuation testing Wellard Pavilion	368.10
	117465	Replace 32A outlets at Koorliny Arts	934.03
	117467	Replace light switches at Francis Morgan Room	436.57
	117519	Replace two poles and lighting at Wells Park	7,076.21
	117523	Replace lights and exit signs at Koorliny Arts	4,286.90
	117525	Replace existing lights at Darius Wells	23,417.64
	117529	Install a C bus controller at Darius Wells	4,384.50
	117553	RCD testing at Medina Hall	91.70
	117554	RCD testing at Medina Oval	91.70
	117555	RCD testing at Rotary	91.70
	117617	Replace exit signs at Margaret Feilman Centre	1,679.63
	117556	Install water proof GPO 25m plant pool room	1,178.66
	117362	Repair to flickering exit sign at Administration	157.70
	117366	Repair hand dryers at Recquatic	1,746.51
	117328	Lights not operating in the stairwell at Recquatic	2,310.58
Gregs Glass	13597	Security screen for Calista Tennis Club	1,516.00
Randstad Pty Ltd	RA4642704	Temp staff week ending 050622	2,320.75
Shelford Constructions Pty Ltd	9034HON/8	Honeywood Sporting Clubrooms claim 8	306,433.05
Volleyball WA	INV-21004	Level 1 coaching coarse for the Zone	148.50
Alinta Gas	972215970May22	320U Banksia Park Clubhouse	79.30
Heatley Sales Pty Ltd	C1040898	Quantum King Gee boots	167.42
Game Vault	GV1591	Game Vault video game bus for the Zone	2,400.00

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Payee	Invoice	Description	Amount
HP Financial Services Pty Ltd	100001423867	Monthly lease for contract 5389066248AUS1	877.18
	100001423866	Monthly lease for contract 5389066248AUS1	877.18
Abdullah Nawaz	Journal 19.0	Rates Refund	4,969.73
Mantrac Pty Ltd	2342	Skid steer mulcher	2,288.00
Blackwood & Sons Ltd	KW6577DV	Gloves and earplugs	130.53
	KW7046DV	Spectacles x 10	128.92
	KW8746DY	Dymark spray paint	107.98
	KW2499DZ	Uniforms for City Operations	321.23
	KW9400DZ	Dymark stencil spray	90.42
	KW0929EA	Sundries for City Operations	13.04
Kwinana Veterinary Hospital Pty Ltd	184223	Animal services	65.00
	182155	Animal services	120.00
	182152	Animal services	65.00
GreenLite Electrical Contractors Pt	2243	Check pump direction of Wellard pump 2	157.73
	2263	Check power supply at Medina Oval	230.01
	2174	Install cubicle at Centennial Park claim 1	687.50
	2175	Install Bourman Park cabinet claim 1	687.50
	2171	Install cubicle at Price Regent Park claim 1	687.50
	2172	Install cubicle at Bertram Oval claim 1	687.50
K Mart	312398	Items for fashion show event at the Zone	121.00
	313198	Purchase of certificate frame envelopes	6.25
	313312	Variety of wooden toys & resources for creche	494.50
The Green Barista Coffee	19225	Catering for Community Planting	140.00
Ecospill Pty Ltd	INV00786225E	Service and replenish spill kits	987.21
IZRA	1171	IZRA Workshops	2,910.00
Poolwerx Spearwood	INVSPE10207	Sand filter change at KAP	6,105.00
Envirosweep	98612	Road sweeping various areas May 22	4,331.09
	98646	Footpath sweeping around City May 22	3,860.17
	98615	Road sweeping various areas May 22	7,018.47
	98611	Car park sweeping 310522	2,645.17
Kwinana Heritage Group	3/2022	Heritage management fees Qtr Apr to June 2022	2,500.00
Purearth	INV-2277	Collection and disposal of road sweepings May 2022	4,706.08
John Scarfe	100	Citizenship Ceremony pens x 30	450.00
Quedos Billiard Tables	5141	Repairs to billiard table at the Zone	580.00
Compac Marketing Australia	60474	Signage for Thomas and Rockingham Road	4,675.00
Les Mills Australia	1183997	Les Mills licence fee May 22	1,376.48
Landscape and Maintenance Solutions	INV-2809	Mowing maintenance Rockingham / Patterson Rds	2,000.35
	INV-2810	Passive mowing of various areas May 22	3,518.93
	INV-2812	Broadacre mowing of sportsgrounds May 22	6,696.94
	INV-2811	Broadacre mowing of sportsgrounds May 22	7,831.49
	INV-2807	Streetscape mowing May 22	5,068.27
	INV-2808	Mowing maintenance of dryland reserves May 22	9,876.47
Vocus Communications	P870363	Monthly internet services May 22	1,287.00
McLeods Barrister & Solicitors	123789	Legal matter 42546	4,017.71
	124287	Legal matter 49143	616.20
	124726	Legal matter 49143	1,851.01
	124727	Legal matter 49278	1,157.81
Air Liquide Australia	YD8857	Hire of medical oxygen Recquatic	50.56
	YF5197	Hire of medical oxygen Recquatic	50.56
Lo-Go Appointments	00425900	Temp staff week ending 280522	2,352.57

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Payee	Invoice	Description	Amount
	00425901	Temp staff week ending 280522	1,379.22
	00425902	Temp staff week ending 280522	2,285.17
	00425869	Temp staff week ending 210522	1,825.44
	00425899	Temp staff week ending 280522	2,352.57
	00425868	Temp staff week ending 210522	2,258.14
Charles Service Company	00034777	Cleaning of office chairs and mats	150.59
MDC Solutions Pty Ltd	MIN-120725	USB scanners for Library	459.80
Mandogalup Volunteer Fire Brigade	07June2022	Hazard reduction burns	550.00
Accidental Health & Safety Perth	9694	First aid screen shelters	286.00
Aaron Thomas	503	Live entertainment for Medina Markets 280522	750.00
Noddy The Waterman	INV-0586	Casuarina Hall water deliveries 300422	130.00
EFT TRANSFER: - 16/06/2022			256,042.59
Australian Services Union	PY01-25-Aust Ser	Payroll Deduction	225.48
	PY01-25-Aust Ser	Payroll Deduction	71.70
Australian Taxation Office	PY01-25-Australi	PAYG tax withheld	243,263.00
Maxxia Pty Ltd	100329020220531	Net ITC for May 2022	430.06
	PY01-25-Maxxia P	Payroll Deduction	1,174.47
	PY01-25-Maxxia P	Payroll Deduction	1,753.02
Health Insurance Fund of WA (HIF)	PY01-25-Health I	Payroll Deduction	765.95
City of Kwinana - Xmas fund	PY01-25-TOK Chri	Payroll Deduction	7,290.00
Child Support Agency	PY01-25-Child Su	Payroll Deduction	650.64
LGRCEU	PY01-25-LGRCEU	Payroll Deduction	407.27
	PY01-25-LGREC U	Payroll Deduction	11.00
EFT TRANSFER: - 22/06/2022			43,994.88
Bright Futures Family Day Care - Pa	130622 to 190622	FDC Payroll 130622 to 190622	32,631.12
Bright Futures In Home Care - Payro	130622 to 190622	IHC Payroll 130622 to 190622	11,363.76
EFT TRANSFER: - 23/06/2022			2,355,010.27

## Payment Listing



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Payee	Invoice	Description	Amount
Business Base	INV-19960	Office desks for Administration Building	1,455.00
Spydus Users Network Inc	SPUN0243	Membership renewal 1st July 2022 to 30th June 2023	200.00
Powerlyt	INV2276	Revised design and resubmission to Western Power	1,518.00
FE Technologies Pty Ltd	1011098	Full coverage disc	1,415.70
MetroCert Building Approvals	INV1516	Certification of marquee for OMG! Fringe Festival	605.00
Alex Krsnik	SQ22082	Planting new plants at various areas	2,222.40
	SQ22086	Landscape maintenance various locations	4,064.01
	SQ22084	Landscape maintenance various locations	1,672.00
	SQ22083	Litter collection along Ebrington Rd nature strip	330.00
Wheele Clean	10676	Rubbish bin clean for Administration Building	267.52
	10675	Rubbish bin clean for Darius Wells	369.38
Paint Industries	64442	Graffiti safe wipes	442.20
	64433	Precision graffiti coating removal	369.62
	64374	Eco green graffiti remover 5L x 12	1,089.00
Quest Software International Limite	4700287238	Kace systems management to Sept 2023	9,798.45
Retch Rubber	00003695	Softfall repairs to Honeywood Park	522.50
	00003729	Repair hole to softfall at Rushbrook Park	522.50
AJ Clothing Alterations	1099419	Local Commercial Support Grant funding	1,000.00
Netstar Australia Pty Ltd	142028	21 x EZ standard annual for 12 Months	5,516.28
Port Printing Works	INV079172	Corporate Business Plan 2021	456.40
	INV078310	Staff business cards	74.25
	INV078429	Healthy Lifestyles flyers	64.35
	INV078289	Staff business cards	74.25
Crazy Tea Lady	00056288	Local Commercial Support Grant fund	1,100.00
Sonic Health Plus	2651259	Pre-employment medical assessment 080622	325.60
	2650361	Pre-employment medical assessment 080622	198.00
Gavin Wade Scott	0120	Trailer service onsite	1,690.00
AAA Asphalt Surfaces	00006888	Cold mix Asphalt bags for various locations	2,585.00
Travis Hayto Photography	00002908	OMG Fringe Festival photography	1,410.75
Lobel Events	IN-E76	Electrician for Fringe Festival onsite	3,785.41
Cyclus Australia	INV-2410	Staff hire for OMG! Fringe festival	3,254.70
Red Sand Supplies Pty Ltd	00014334	Concrete tipping Hefron Way 040522	407.00
Ridleys Towing & Transport	36	Bus cleaning	60.00
	37	Supply of bus driver	75.00
Kissane & Co	INV-200636	Skip trace and service of minor cases various	95.70
Repco (GPC Asia Pacific)	4330285012	Workshop consumables	187.00
Shack Motors Pty Ltd	48580	Bonnet latch	123.19
	GMCSR283478	Program rear reverse camera for KWN2052	165.00
Mackie Plumbing and Gas Pty Ltd	I103156	Install new cisterns to Admin bathrooms	1,738.00
	I102802	Inspect running showers at Wells Parks ablutions	122.90
	I103151	Leak search at Recquatic Centre	5,958.09
	I103148	Disconnect plumbing at Depot	1,022.65
	I103155	Pump out septic tank at Challenger Beach	1,603.44
	I102801	Refit cistern to the wall at Senior Centre	148.87
	I103046	Scheduled service of the aerobic treatment unit	621.50
	I103051	Install a new retic coupling at Casuarina Hall	625.92
	I103077	Replace hot water unit at Medina Hall	1,518.00
	I103045	Repair cooktop and dishwasher at Fiona Harris	264.86
	I103089	Install drink fountain at Depot	2,508.00
	I103133	Check all hand basins at Mandogalup Fire Station	93.05

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Payee	Invoice	Description	Amount
	I103134	Investigate no water at Wells Park	111.66
	I103128	Replace damaged toilet cistern at Medina Oval	498.01
	I103126	Unblock a toilet and replace cistern at Recquatic	2,045.04
	I103121	Inspect issues with toilet flushing at Recquatic	142.86
	I103122	Low water pressure in the main Admin kitchen	93.05
	I103103	Inspect cloudy water in fountain at Recquatic	74.44
	I103059	Clear blocked toilet at Depot	204.31
	I103198	U2 Callistemon unblock toilet	134.84
Subway Wellard	18June22	Catering for Community Workshop	324.00
Local Government Professionals NSW	Cash-57245	Performance Excellence Program 2022	11,605.00
Australian HVAC Services Pty Ltd	66819	Repair to air conditioner at Business Incubator	1,467.98
	66750	Reset air conditioner controller at Darius Wells	240.70
	66652	Service air conditioner at Thomas Kelly	240.70
	66853	Airbalance & VAV inspection in Planning Office	1,576.21
	66767	Investigate uneven airflow in Recquatic Group Fitness area	714.51
	66784	Airconditioner unit keeps turning off at Wandi Pavilion	300.88
	66781	Inspect air conditioner at Wandi Pavilion	404.61
Royal Life Saving Society	169592	Certificates for Recquatic Swim School	642.00
Jade Louise McCallum	21June2022	Reimbursement for activities	82.48
Thomson Geer	1047152	Development Infrastructure and Reservations	1,289.25
KCR IT Solutions	INV-1744	Local Commercial Support Grant funding	913.00
Online Social Butterfly	196	Local Commercial Support Grant funding	1,100.00
Onpoint Strategy & Donna Bates	1053	Purpose Driven Strategy for your Business workshop	1,650.00
	1051	Club Development Strategic Planning Workshop	1,100.00
Anna Kelly	220301 139137	OMG! Fringe Festival artistic setup	480.00
Satellite Security Services	IV014278	Reprogram alarm at Fiona Harris	110.00
	IV013720	Replace batteries to Darius Wells alarm	677.52
	IV013673	Inspect alarm fault at Koorliny Community Arts	237.50
	IV014462	Inspect alarm faults at the Zone	137.50
	IV014310	Reprogram alarm at Kwinana Adventure Playground	110.00
	IV014457	Replace sensor on alarm at Wheatfield Cottage	227.70
Picnic Tables Hire	PTH1221	Table hire for OMG Fringe festival	3,971.00
	PTWA 269	Planter boxes for Medina Place Plan	1,584.00
Lit Letters Pty Ltd	INV-2424	Letters for OMG! Fringe Get in the Grove	760.00
Nashtec Auto Electrics	61645	Electrical repairs to KWN2162	729.60
SpacetoCo Pty Ltd	INV-0255	Partner Pro bundle July 2021-2022	1,980.00
Richard Pascal	1004055	360L Recycle bin upgrade fee refund	50.00
Kadeklerk Photography	PO138737	Photography at Men's Health and Senior's awareness	375.00
Carlisle Events Hire Pty Ltd	15917	Shade shelters for OMG! Fringe event	6,688.00
The Patio Factory	D16572	Shade structure for Honeywood Oval claim 2	5,050.00
	D16571	Shade structure for Honeywood Oval claim 1	6,190.00
Fair Play Sports & Outdoor Pty Ltd	71663	Assorted netballs for social sports	582.00
Universal Bar	383	Fringe Festival event equipment hire	2,805.00
A & P Advisory	KWIN-0005	Consultation fees for audit and risk	825.00
Jax Tyres Kwinana	19097	Wheel alignment and tyres for KWN2147	1,112.00
Woolworths Group Open Pay	TXN828131	Items for Library	3.90
	TXN822726	Items for Animal Management Facility	108.00
	TXN823159	Gift cards for LyriK Awards	351.90
	TXN823412	Gift cards for LyriK Awards	60.00
	TXN823320	Gift cards for LyriK Awards	270.00

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Payee	Invoice	Description	Amount
	TXN823176	Lyrik Awards	149.89
		morning tea	
	TXN825182	Items for Animal Management Facility	24.00
	TXN810521	Items for the Library	3.90
	TXN783165	Items for the Library	3.90
	TXN792599	Items for Moorditj Kulungars	36.28
	TXN774981	Items for Family Day Care	243.00
	TXN797112	Items for The Zone	19.00
	TXN737265	Items for Family Day Care	35.13
	TXN747574	Items Moorditj Kulungars	70.17
	TXN799157	Functions box set up for the Zone	241.65
	TXN824240	Food and stationery for Savvy Seniors workshop	90.08
	TXN792049	Items for the Zone	94.98
	TXN793011	Youth and Community Wellbeing World Elder Abuse	59.40
	TXN786752	Catering 100622	70.00
	TXN811606	Items for Recquatic	180.00
	TXN797842	Giftcards for colouring competition at Zone	100.00
	TXN798131	Items for Recquatic	505.80
	TXN827627	Items for Bright Futures	31.45
	TXN816846	Catering supplies for Reconnect WA	20.95
StepChange Consultants Pty Ltd	SC0013569	Temp staff week ending 120622	11,233.75
	SC0013568	Temp staff week ending 120622	8,208.75
D&M Waste Management	INV-0926	City of Kwinana green waste area 1	26,506.70
ETS Infrastructure Management Pty L	156843	Vegetation works various areas	44,771.78
	156844	Vegetation works various areas	15,887.52
	156842	Vegetation works various areas	8,303.06
	156845	Vegetation works various areas	5,488.56
AK Food Services WA Pty Ltd	05869	OMG Fringe wet weather retainer for food trucks	400.00
Transition PT	19June2022	Local Commercial Support Grant funding	1,000.00
Kamalika Andrews	0108	Workshop training 260222	370.00
MDM Entertainment T/As MDM Print	112642	DVD's for requests and popular items	63.98
Smokey J's BBQ	000038	Catering for OMG Fringe Festival	670.00
Perth Playground and Rubber Pty Ltd	INV-670	Install softfall at Thomas Oval	32,538.00
Australia Post	1011572175	Agency commission fees to 310522	179.69
Scoop Digital	INV-1179	OMG! Fringe premium listing on Scoop and Locals	539.00
Southern Metropolitan Regional Coun	16441	Withdrawal of the SMRC	27,788.00
Auslan Stage Left	INV0669	Auslan interpreter for OMG Fringe Festival 180622	495.00
The Skateboarding Program	INV-0020	Skateboarding Competition at the Edge	1,900.00
Drake Australia Pty Ltd	354358	Temp staff week ending 300422	5,874.57
	353613	Temp staff week ending 270322	5,874.57
Robert Walters Pty Ltd	1973810	Temp staff week ending 170422	4,233.15
	1973811	Temp staff week ending 010522	4,233.15
	1985650	Temp staff week ending 120622	3,307.15
FiftyFitness	INV-0002	Fitness sessions for 50+ May 2022 to July 2022	3,600.00
Cameron Chisholm Nicol	9772.P22007.01	Design review DA10315	1,056.00
Procurement Australia Ltd	IN028535	50 X HP prelude recycle backpacks	1,588.95
Brandstand Australia Pty Ltd	SOA0016866	Prize wheel for Recquatic Centre	1,331.62
Deadly Denim	000053	Workshop for The Zone	1,500.00
Safety Barriers WA Pty Ltd	00005874	Replace safety barrier at Lyon Rd	12,721.48
Myriad Images Pty Ltd	INV-2536	Graphic design for Kwinana Industrial Landscapes	594.00
	INV-2537	Graphic design for Hidden Nature Things	1,980.00

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## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
Oracle Customer Management Solution	00177503	After hours monitoring for May 2022	183.87
Aaron Geoffrey Brown	22018	Photography of Medina Mural live painting event	315.00
Neighbourhood Watch Australasia Lt	INV-0048	Neighbourhood watch t-shirts	160.00
Helen Rachel Flugge	Journal 19.1	Rates Refund	116.85
JPS Grazing & Events	1146	Grazing board 160622	257.00
	07June2022	Local Commercial Support Grant funding	873.95
Stewart & Heaton Clothing Co Pty Lt	SIN-3546398	Uniforms for WAFB	351.88
Wisetime Nominees Pty Ltd	Journal 19.2	Rates Refund	462.17
Beauty by J	Inv-0071	Local Commercial Support Grant funding	1,000.00
Taxation Services Australia	INV-00215	Local Commercial Support Grant funding	1,100.00
Garry Tapper	Journal 19.3	Rates Refund	424.36
Bake My Day Bakery	15June2022	Local Commercial Support Grant funding	1,100.00
Executive Compass Pty Ltd	INV-591	Review of cafe services for the Kwinana Recquatic	4,950.00
Sabine Hendrix	20June22	Neighbour day everyday 2021/2022	121.00
Scruffy2Fluff Dog Grooming	INV-220278	Local Commercial Support Grant funding	1,000.00
K-Jun Kitchen Pty Ltd	01-19062022	OMG Fringe Festival wet weather retainer	565.00
NH Enterprises Pty Ltd	13June2022	BP2022/253 refund of levy and commission	61.65
Story Dogs Ltd	21June2022	Kwinana Community Funding program	4,214.00
Matthew Locmelis	21June2022	Achievement Grants 2021-2022	175.00
John Locmelis	20June2022	Achievement Grant 2021-2022	175.00
Hollie Del Signore	14June2022	Costumes for Kwinana Youth Festival	2,606.00
Quick Service Pty Ltd	INV-00245	Local Commercial Support Grant fund	1,100.00
Paul Staite	Ref o/pay 72699	Refund of overpayment Inv 72699	5.00
Big Dons Smoked Meats	00068	OMG Fringe Festival hire	2,000.00
Sunny Sign Company Pty Ltd	479921	Street sign for various roads	222.75
	479430	Banding buckles for various roads	188.98
	479829	Banding buckles for street signs	1,639.00
Telstra	1729530900May22	ICT Cloud disaster recovery services May 2022	1,108.13
	1729530900June22	ICT Cloud disaster recovery services June 2022	1,993.76
The Good Guys	D0921739654	Dyson V8 cordless vacuum	499.00
Thomson Reuters (Professional)	6147251682	E-Recruitment Solutions renewal 280323	4,950.00
Waste Stream Management Pty Ltd	00431787	Tipping fees 2150622	1,749.00
Western Australian Treasury Corpora	Loan102-270622	Loan#102 due 270622 capital and interest	465,790.55
	Loan#105-270622	Loan#105 due 270622 capital and interest	38,104.67
	Loan#104-270622	Loan#104 due 270622 capital and interest	205,369.61
	Loan#99-270622	Loan#99 due 270622 capital and interest	67,994.91
	Loan#97-270622	Loan#97 due 270622 capital and interest	150,453.08
	Loan#98-270622	Loan#98 due 270622 capital and interest	91,793.12
	Loan#100-270622	Loan#100 due 270622 capital and interest	96,073.27
Weston Road Systems	PR100	Line marking for various roads	1,325.50
	PR99	Line marking Wellard Road	2,017.40
Inkwell Cartridges & Toner	77322	Toner for Kyocera printer	167.00
Taylor Tyres Pty Ltd	26598	5 new tyres 265/65 R17	1,375.00
	26772	4 new tyres fitted and balanced /wheel alignment	1,328.80
Construction Training Fund	21June2022	CTF levy for May 22	13,614.91
Orelia Chinese	275012	Local Commercial Support Grant funding	1,094.85
Maia Financial Pty Ltd	C37158	Quarterly leasing for period 010722 to 300922	18,086.22

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Payee	Invoice	Description	Amount
Big Brews Liquor	ZB1347593	Drinks for the Business Network Event	367.92
	3094	Items for WAFB award night	2,050.45
Beaver Tree Services Aust Pty Ltd	82394	Root barrier Cookham Green	1,264.34
	82535	Tree pruning Pace Road	211.99
	82189	Tree watering at various locations 0130522	1,422.65
	82549	Tree removal Runnymede Gate	1,473.29
	82548	Vegetation clearance Gilmore Avenue	1,601.73
	82487	Chipping and mulching Rhodes Park	1,266.38
Synergy	830669340June22	6U Wandii fire pump	114.37
	657514270June22	0U Wandii Oval	120.13
	314938770June22	0U Woko Park bore	118.25
	295922660June22	594U Willandra Park	291.75
	294827290June22	15U Art sculpture Darling Park	122.63
	290833680June22	56U Honeywood Park BBQ/lights	134.61
	264244690June22	595U Gecko Park bore	292.04
	214467920June22	68U BBQ/4Uplights Honeywood Park/Bruny Meander POS	136.94
	201813230June22	2654U Mandogalup Station/reserve bore	895.32
	198511040June22	776U Bore/BBQ/Lights Bruny Meander	344.92
	365800960June22	2407U Honeywood bore	823.16
	294428370June22	244U Mornington Park	191.36
	259578970June22	1462U Honeywood Ave retic	547.04
Prestige Catering & Event Hire	INV-4021	Citizenship Ceremony catering 310522	1,611.00
	INV-4202	Catering Sundowner 020622	4,160.00
	INV-4205	Catering Council dinner 080622	418.80
ABCO Products	INV803775	Consumables for Medina Hall	1,180.47
Battery World	INV6080156658	Batteries for City Operations	430.00
Bunnings Building Supplies	2163/01060794	Arts kit for youth development	1,183.37
	2163/01046961	Building equipment supplies for Facilities Dept	102.75
	2163/01607880	Materials for window at Margaret Feilman	135.56
	2163/01607879	Equipment for Bright Futures	109.40
	2163/01609966	Callistemon various hardware	32.61
	2163/01532906	Silicones and treated pine	129.83
	2163/99869982	Key cabinet for the Library	434.63
The Workwear Group Pty Ltd	14050162	Staff uniforms	165.70
	14050161	Staff uniforms	118.95
Ixom Operations Pty Ltd	6537157	Recquatic chlorine gas order	1,056.97
The Poster Girls	13423	Delivery of posters for OMG! Fringe 2022	265.10
Sigma Chemicals	158377/01	Chemicals for Kwinana Adventure Park	151.80
Ausco Modular Pty Ltd	7334154	Demountable hire June 22	480.71
	7337622	Demountable final clean & dismantle	5,457.10
Neverfail Springwater	INV-000622094	15 x water bottles for The Zone	57.65
Department of Health	605921	Mosquito management training	1,210.00
Bolinda Publishing Pty Ltd	264220	Large print books	143.53
	265151	Bolinda large print books	315.57
Hudson Global Resources (Aust) Pty	AU1277975	Temp staff week ending 120622	6,187.94
	AU1277974	Temp staff week ending 120622	4,058.85
PFD Food Services Pty Ltd	LC884928	Items for Cafe Splash at Recquatic Centre	270.30
Marketforce Pty Ltd	43774	Advertising 180522	423.28
	43773	Advertising 250522	595.54
	43775	Advertising 280522	609.66
	43768	Advertising 040522	922.16
	43769	Advertising 010522	2,513.49

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Payee	Invoice	Description	Amount
	43770	Advertising 110522	240.88
	43771	Advertising 180522	396.73
	43772	Advertising 250522	453.53
	43767	Advertising 040522	2,101.00
City of Rockingham	121400	General waste tipping fees to 200422	15,186.36
	122053	Tipping fees 310522	8,992.50
BullAnt Security Pty	10220487	Remove locked key in cylinder at Darius Wells	384.50
	10220488	Gain entry call out Orelia	165.00
HECS Fire	82375	Banksia Clubhouse testing of fire panel	363.00
Coastline Mowers	33101#7	Supply of stroke and chain bar oil	388.10
	33103#7	Compression spring	8.00
	33102#7	Parts and service item for small plant	270.00
	33124#5	Billy goat turf cutter	7,261.65
	33011#5	Parts for service for mower	214.40
	33129#5	Gear tensioner	36.50
Cockburn Party Hire	00009187	Annual Bush Fire Brigades Awards dinner	934.80
Bladon WA Pty Ltd	BWA151519	Sports umbrellas for The Zone	317.90
	BWA151831	Assorted promotional items for Library	3,899.50
	BWA151886	Bucket hats for The Edge	1,182.50
Advanced Autologic Pty Ltd	00103638	Total coolant green 205L	396.00
Savage Surveying	INV-21802	Survey work at Sulphur Avenue	2,100.00
The Smith Family	201 4166	The Smith Family donation	4,000.00
Winc Australia Pty Ltd	9039527725	Stationery Admin building	630.60
	9039330000	Stationery for HR	8.48
	9039325684	Stationery for HR	88.45
	9039435816	Items for City Operation	56.46
	9039554462	Items for Library	36.83
	9039552531	Items for HR	148.61
	9039504458	Stationery for Administration	76.01
Advanced Traffic Management (WA) Pt	00156117	Traffic management Beacham Cres	989.01
	00157053	Traffic management Silversmith Street	1,038.46
	00156641	Traffic management Cockburn Road	1,000.38
LD Total	120953	Landscape maintenance various parks June 22	2,049.25
	120951	Landscape maintenance various parks June 22	34,079.34
	120949	Landscape maintenance various parks June 22	2,456.88
	120947	Landscape maintenance various parks June 22	6,580.55
	120945	Landscape maintenance various parks June 22	9,668.60
	120943	Landscape maintenance various parks June 22	850.80
	120941	Landscape maintenance various parks June 22	12,568.09
	120939	Landscape maintenance various parks June 22	16,487.66
	120937	Landscape maintenance various parks June 22	9,713.80
	120935	Landscape maintenance various parks June 22	945.34
	120933	Landscape maintenance various parks June 22	5,239.60
	120931	Landscape maintenance various parks June 22	59.98
	120946	Irrigation maintenance various parks June 22	1,949.52
	120952	Irrigation maintenance various parks June 22	363.52
	120950	Irrigation maintenance various parks June 22	9,682.59
	120948	Irrigation maintenance various parks June 22	685.21
	120944	Irrigation maintenance various parks June 22	2,908.77
	120942	Irrigation maintenance various parks June 22	242.73
	120940	Irrigation maintenance various parks June 22	5,613.27
	120938	Irrigation maintenance various parks June 22	4,842.96
	120936	Irrigation maintenance various parks June 22	3,999.85
	120934	Irrigation maintenance various parks June 22	338.28

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Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
	120932	Irrigation maintenance various parks June 22	1,169.72
Australian Office Leading Brands	96516431	18 boxes of City of Kwinana envelopes	354.81
David Mario Boccuzzi	15June22	Reimbursement for staff farewell	167.50
Natsync Environmental	00003447	Control of feral bee hives at various locations	2,200.00
	00003448	Nest box check and report	2,158.00
Catering Fresh For You	A2022-87	Catering for Kwinana Senior Citizens	1,075.00
Complete Office Supplies Pty Ltd	11004687	Coloured play dough tubs	98.87
	11126281	July stationery order for the Zone	363.09
Turner & Townsend Pty Ltd	PRIV00002235	Developer contribution plan cost review	10,296.00
	PRIV00002234	Developer contribution plan cost review	5,687.00
Champion Music	INV-15083	Live music for OMG! Fringe event	1,815.00
Enzed Fremantle	67371	Repairs to Kevrek crane 1GMX033	140.07
Master Lock Service	8857	Supply padlocks to Depot	930.00
Totally Workwear Rockingham	RK108721	Uniforms for Building Department	383.61
Tyrecycle Pty Ltd	1006533	Removal of illegally dumped tyres from Depot	1,155.72
Programmed Property Services Pty Lt	SINV631470	BP and Retirement gardening and lawn mowing Jun 22	10,257.86
Evolution Sports Imports Pty Ltd	65941	Futsal balls for Recquatic Centre	717.00
ALSCO Pty Ltd	CPER2238282	Linen for Council dinners	94.53
Castrol Lubricants	25409135	Diesel oil for City Operations	965.82
Woolworths Group Limited	124853475	City Operations morning tea supplies	66.75
	125858667	City Operations morning tea supplies	128.55
	125244380	Bush Fire Brigades Awards Dinner	209.50
	125243559	Drinks for Business Network event	146.67
Drainflow Services Pty Ltd	00009966	Gully eduction works Naval Base June 22	495.00
	00009930	Gully eduction in Naval Base 070622	1,045.00
	00009828	GPT cleaning Bertram Road 270522	1,122.00
	00009898	Gully eduction in Naval Base 010622	1,100.00
Elexacom	117747	Callistemon U32 replace faulty light	1,758.35
	117564	Various electrical repairs at Orelia Oval	7,141.98
	117624	Replace lighting in Group Fitness studio 2	282.39
	117625	RCD testing at Challenger Beach Public toilets	45.85
	117649	Disconnect reconnect HWS at Medina Hall	363.34
	117650	Investigate BBQ not working at Wells Park	114.62
	117165	RCD testing at The Zone	282.39
	117199	Repair to security lights at Parmelia House	421.32
	117224	Replace light switch in Recquatic Cardio storeroom	57.30
	117748	Checking street light poles at Latitude 32	1,561.02
	117369	Repair to a light pole at The Edge Skate Park	1,096.54
	117742	Cardio room circuit tripped at Recquatic	159.68
	117801	Callistemon U75 install GPO for HWS	419.93
	117820	Electrical work at The Grove Event Site	7,532.49
Total Green Recycling	INV11774	E waste recycling	611.58
Instrument Choice	17237991	Meteos anemo-thermometer with 54 mm propeller prod	193.60
Beacon Equipment	65406#1	Service filter kit and spare wheels and deck mower	1,240.20
	65405#1	Service filter kits	2,616.70
	65149	Service for damaged front wheel	940.90
	65015#1	Service filter kits	445.15
Enekosi Si'u	14June2022	Reimbursement for licence	59.80
Isentia Pty Limited	MN0840927	Media monitoring June 22	1,100.00
StrataGreen	145683	Provision of mesh guards for the 2022 planting	2,871.00

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Payee	Invoice	Description	Amount
Alyka Pty Ltd	INV-33591	Recquatic website development phase 3	15,228.13
Shelford Constructions Pty Ltd	32BAR/3	Kwinana South Station construction claim 3	247,878.48
Australia Post	1011578999	Postage for period ending 310522	4,230.16
Hart Sport	20204637	Frisbee catchers and soft launch balls	190.00
South West Corridor Development	202202	Saving Our Snake Necked Turtle program	5,000.00
Advance Scanning Services	20167639	Scanning tech and gear for Surphur Rd & Lyon Rd	1,493.80
Heatley Sales Pty Ltd	C1037743	Earmuffs for City Operations	99.33
	C1040899	Argyle work safety boots for City Operations	159.63
Riki Wiremu Hira	20June22	Achievement grant 2021/2022	175.00
Morgan James Scarfe	INV-352	OMG Fringe festival production management	27,500.00
Blackwood & Sons Ltd	KW7649ED	Hand towels scrubs	155.32
	PE4328ED	Mec dex rough handler rigger 360 cut	86.20
	KW2983EB	Harris LPG burner kit	343.56
Challenger Veterinary Hospital	144313	Animal services	385.00
Skate Sculpture	INV0000303	Ascot Skate Park design and construction	45,160.50
Strata Specialists	INV037654	Quarterly levies 010722 to 300922	2,850.00
	INV037655	Quarterly levies 010722 to 300922	2,375.00
GreenLite Electrical Contractors Pt	2292	Install pressure transducer Berry Park	6,517.42
	2300	Install SDS modem at Newstead Park	2,232.56
	2299	Install cubicle at Centennial Park	13,499.69
	2304	Install cubicle at Bertram Oval	10,140.29
	2305	Install cubicle at Prince Regent Park	9,585.58
WestCycle	3437	Additional footprints and stop signs	1,056.00
	3436	Safe Routes to school package for Honeywood Primary	4,642.00
Kerb Direct Kerbing Pty Ltd	72471	Supply and lay kerbing for Munday Way	12,284.05
	72470	Supply and lay kerbing to various locations	2,416.19
	72469	Supply and lay kerbing to various locations	2,521.53
K Mart	313370	Workshop kit	199.50
	313396	YAC activity for NAIDOC week	141.00
	313403	Items for engagement activities at The Zone	42.00
	313411	Plain sneakers for engagement activities	88.00
	313388	Plain T-shirts and various socks for activities	247.50
	313891	Items for adult discovery backpacks	135.00
Total Tools Rockingham	202915	Uniforms for WAFB	404.25
Glen Flood Group Pty Ltd	INV-1975	Temp project support week ending 300522	4,334.00
Ecospill Pty Ltd	INV00786226E	Items for City Operations	682.86
	INV00786224E	Items for Recquatic Centre	104.50
Mega Glow Yoga	010	Banksia Clubhouse weekly yoga classes	1,000.00
Fire And Safety Australia Pty Ltd	TX007329	Chief Fire Warden and Fire Warden course	137.50
Envirosweep	98025	Road sweeping various areas May 22	5,019.97
Kwinana Knights Junior Football Clu	JBCD21-2	Club development workshop	1,500.00
Kwinana Little Athletics Centre	21/12/2021	Supply of sand for events	126.00
Kwinana Swimming Club	1912683	Strategic planning session workshop 180622	500.00
Compac Marketing Australia	60369	Illegal Dumping signage	3,987.50
McLeods Barrister & Solicitors	123872	Legal matter 48910	7,274.30
Department of Mines, Industry	21June2022	Building Services Levy May 22	25,846.21
Lo-Go Appointments	00425963	Temp staff week ending 110622	1,365.69
	00425962	Temp staff week ending 110622	1,825.44

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Payee	Invoice	Description	Amount
	00425960	Temp staff week ending 110622	1,879.27
	00425961	Temp staff week ending 110622	1,879.27
	00425929	Temp staff week ending 040622	1,879.27
	00425930	Temp staff week ending 040622	1,825.44
	00425928	Temp staff week ending 040622	1,879.27
	00425931	Temp staff week ending 040622	1,717.27
Charles Service Company	00034970	Cleaning maintenance Ken Jackman Hall	1,320.00
Gaye McMath	20	Independent Audit Committee member fee 130622	1,980.00
Daytone Printing Pty Ltd	57570	Posters for OMG Fringe Festival	138.60
	57569	Postcards for OMG Fringe Festival	341.00
	57584	Postcards for Heritage mural	211.20
	57581	Flyers for Youth Art competition	66.00
	57582	Posters for Youth Art competition	132.00
	57571	OMG Fringe Festival posters	787.05
	57517	Heritage flyers for Margaret Feilman mural	77.00
Classic Hire	233406-6	Cubicles for OMG Fringe Festival	2,012.23
EFT TRANSFER: - 29/06/2022			38,574.38
Bright Futures Family Day Care - Pa	200622 to 260622	FDC Payroll 200622 to 260622	29,633.89
Bright Futures In Home Care - Payro	200622 to 260622	IHC Payroll 200622 to 260622	8,940.49
EFT TRANSFER: - 29/06/2022			223,814.51
Australian Services Union	PY01-26-Aust Ser	Payroll Deduction	225.48
	PY01-26-Aust Ser	Payroll Deduction	71.70
Australian Taxation Office	PY01-26-Australi	PAYG tax withheld	203,418.00
Maxxia Pty Ltd	PY01-26-Maxxia P	Payroll Deduction	1,082.24
	PY01-26-Maxxia P	Payroll Deduction	1,525.38
Health Insurance Fund of WA (HIF)	PY01-26-Health I	Payroll Deduction	765.95
City of Kwinana - Xmas fund	PY01-26-TOK Chri	Payroll Deduction	7,200.00
Child Support Agency	PY01-26-Child Su	Payroll Deduction	650.64
Easifleet	159803	Novated lease charges 150622	394.98
	159107	Novated lease charges 010622	8,061.87
LGRCEU	PY01-26-LGRCEU	Payroll Deduction	407.27
	PY01-26-LGRECE U	Payroll Deduction	11.00
EFT TRANSFER: - 30/06/2022			271,648.50



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Payee	Invoice	Description	Amount
SuperChoice	June2022-01	Superannuation-June2022-01	177,743.28
	June2022-02	Superannuation-June2022-02	96.26
	June2022-03	Superannuation-June2022-03	4,869.79
	June2022-06	Superannuation-June2022-06	2,496.55
	June2022-07	Superannuation-June2022-07	3,965.99
	June2022-12	Superannuation-June2022-12	1,312.16
	June2022-13	Superannuation-June2022-13	298.67
	June2022-14	Superannuation-June2022-14	10,627.77
	June2022-16	Superannuation-June2022-16	78.40
	June2022-17	Superannuation-June2022-17	26,360.49
	June2022-18	Superannuation-June2022-18	3,031.14
	June2022-20	Superannuation-June2022-20	1,094.32
	June2022-21	Superannuation-June2022-21	3,865.30
	June2022-22	Superannuation-June2022-22	339.20
	June2022-28	Superannuation-June2022-28	150.69
	June2022-29	Superannuation-June2022-29	1,708.56
	June2022-30	Superannuation-June2022-30	1,637.98
	June2022-32	Superannuation-June2022-32	1,961.06
	June2022-37	Superannuation-June2022-37	360.29
	June2022-43	Superannuation-June2022-43	1,110.41
	June2022-48	Superannuation-June2022-48	792.79
	June2022-49	Superannuation-June2022-49	234.54
	June2022-50	Superannuation-June2022-50	2,249.53
	June2022-53	Superannuation-June2022-53	1,341.97
	June2022-55	Superannuation-June2022-55	2,421.45
	June2022-56	Superannuation-June2022-56	992.77
	June2022-59	Superannuation-June2022-59	1,394.40
	June2022-60	Superannuation-June2022-60	939.40
	June2022-61	Superannuation-June2022-61	693.92
	June2022-63	Superannuation-June2022-63	1,167.74
	June2022-66	Superannuation-June2022-66	621.68
	June2022-70	Superannuation-June2022-70	811.93
	June2022-72	Superannuation-June2022-72	194.81
	June2022-73	Superannuation-June2022-73	1,311.70
	June2022-75	Superannuation-June2022-75	419.59
	June2022-79	Superannuation-June2022-79	983.46
	June2022-83	Superannuation-June2022-83	1,698.43
	June2022-84	Superannuation-June2022-84	145.02
	June2022-89	Superannuation-June2022-89	1,745.45
	June2022-90	Superannuation-June2022-90	1,416.03
	June2022-92	Superannuation-June2022-92	1,661.66
	June2022-94	Superannuation-June2022-94	2,913.47
	June2022-96	Superannuation-June2022-96	1,173.34
	June2022-97	Superannuation-June2022-97	983.06
	June2022-99	Superannuation-June2022-99	232.05
EFT TRANSFER: - 30/06/2022			231.53
Bright Futures Family Day Care - Pa	200622 to 260622	FDC payroll 200622 to 260622	231.53
EFT TRANSFER: - 30/06/2022			1,232,021.77

## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
Lazer Blaze Port Kennedy	00000872	Excursions for July holidays at the Zone	324.00
Nilfisk Pty Ltd	PRI0004643	Recquatic hire charge for floor scrubber June22	660.00
	PSVI026787	Repairs to Nilfisk at Recquatic Centre	843.21
Beards Security Doors and Awnings	00230522	Banksia V32 fully framed shower screen with return	1,295.00
Alex Krsnik	SQ22085	Landscape maintenance various locations	3,634.92
Wheelie Clean	10722	Rubbish bin clean for Darius Wells	369.38
	10721	Rubbish bin clean for Administration Building	267.52
Retech Rubber	0003653	Repair softfall at John Wellard Community Centre	15,009.50
Parks And Leisure Australia	63131937	2022 Parks and Leisure conference	1,650.00
Workpower Incorporated	16283	Supply plant stock for 2022 planting season	6,261.75
Ivy Penny	28June2022	Reimbursement for workshops	120.26
Orbit Fitness	WC222716	Replacement straps for spin bikes	106.14
Reconciliation WA	1338	Reconciliation WA membership fee	1,650.00
AHA Consulting Pty Ltd	I-406	Development of Engagement Policy & Framework	9,988.00
Port Printing Works	INV079429	CCTV flyers	229.35
	INV079385	Kwinana Recquatic customer feedback flyers	167.75
	INV079395	Kwinana Swim School gift voucher	75.35
Chorus Australia Ltd	SINV0014569	Gardening services at Bright Futures 090522	114.35
Leaf Bean Machine Pty Ltd	00105555	Items for Cafe Splash at Recquatic Centre	90.50
Ecoburbia	Kwinanalivingsma	Living Smart Course	5,883.90
Pool Robotics Perth	22-00001376	Repairs for pool dolphins	1,589.10
Medina IGA 101	01/137	Items for Community Services	155.41
Travis Hayto Photography	00002938	Videography for junior programs at Recquatic	2,025.00
Chicken N Fish System Pty Ltd T/As	601320272	Local Commercial Support Grant Funding	647.95
The Mighty Booths	3096	Hire of gold shimmer wall and red carpet	500.00
Dowsing Group Pty Ltd	18281	Construction of footpath Hefron Way	655.51
	18325	Construction of concrete footpath	9,984.05
Cyclus Australia	INV-2410	Shortfall for amended invoice	35.05
DNR Contracting Pty Ltd	00001298	Upgrade to Kellam Way	34,521.63
Bliss Momos Cafe & Restaurant Pty L	1014	Cafe barista skills for young people	2,600.00
	1013	Cafe skills for young people	3,510.00
Kissane & Co	INV-200680	Skip trace and service of minor cases various	2,024.00
	INV-200679	Skip trace and service of a minor case	220.00
Red Oxygen Pty Ltd	CI00206490-57299	Licence and message charges 270422 to 260622	45.32
Repco (GPC Asia Pacific)	4330285054	Workshop consumables	977.90
	4330285744	Large Komodo mechanic gloves	32.34
	4330285672	Large Komodo mechanic gloves	32.34
Vanessa Jane Roth	27April2022	Reimbursement for Library books	53.95
	02March2022	Reimbursement for Library books	125.00
Mackie Plumbing and Gas Pty Ltd	I103277	Callistemon U55 replace shower hose and head	165.56
	I103275	Callistemon U53 replaced leaking taps	273.73
	I103274	Investigate plumbing issues at John Wellard	124.26
	I103214	Replaced spout at Department of Housing	195.45
	I103221	Service running toilet at Administration Building	363.17
	I103223	Replaced relief valve on HWS at Recquatic	483.66
	I103240	Fixed faulty button on toilet cistern at The Zone	74.44
	I103209	Repair to burst water pipe at Thomas Kelly Pavilion	2,364.67
	I103199	Install a new cistern at Recquatic	1,056.00
	I103194	Install a filter to crib room at Depot	704.00

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Payee	Invoice	Description	Amount
	I102861	Investigate no hot water at Wellard Pavilion	111.66
	I103241	Callistemon U26 plumbing repairs	162.88
	I102845	Banksia V19 replace hand held shower	188.78
	I102846	Callistemon U43 replace spout on kitchen tap	124.56
	I103257	Callistemon U17 replace HWS	2,180.00
	I103207	Callistemon U2 unblock toilet	119.05
	I102804	Disconnect pump at Wandi Hall	148.87
	I102825	Investigate faulty septic tank at Bowling Club	107.77
	I102828	Water fountain leaking at Tramway Park	275.37
	I102851	Investigate not water at Wells Park	111.66
	I102854	Toilets not flushing at Chisham Avenue	180.33
	I102858	Repair broken tap at Darling Chase	202.10
	I102859	Male workshop toilet is leaking at Depot	74.44
Complete Approvals	22June22	Refund BSL and commission for BP2022/479 cancelled	61.65
Australian HVAC Services Pty Ltd	66874	Repair to pool heating system at Recquatic Centre	1,021.80
	66867	Repair to air conditioner at Engineering	1,034.44
	66201	Repair to air conditioner in Recquatic Group Fitness room	361.05
	67075	Supply air conditioner units for Medina Hall	14,597.00
Royal Life Saving Society	171046	Pull up banners	258.50
	171234	Home pool barrier inspections 010522 to 310522	9,768.00
	167537	Home pool barrier inspections 010422 to 300422	4,664.00
Octagon Lifts Pty Ltd	56178	Quarterly maintenance of lifts at various locations	5,234.41
Darren Hutchens Artist	1066	Murals for OMG and Art Centre	3,300.00
Satellite Security Services	IV014504	Replace damaged break glass at Recquatic Centre	708.40
	IV014534	Investigate alarm at Wellard Pavilion	137.50
Shane McMaster Surveys	Kwin328	Proposed ramp for Honeywood Oval	770.00
Kadeklerk Photography	PO139253	Updated photos for Community Centres	3,225.00
The Patio Factory	16572A	Temporary fencing at Honeywood Primary	269.50
Dell Financial Services Pty Ltd	5400093526	Quarterly payment for Dell hardware fleet	31,638.56
Unique Pty Ltd	INV-0272	Fire pit hire for OMG the Grove	600.00
Sifting Sands	INV-0785	Cleansing of playground pits	8,756.30
Jax Tyres Kwinana	19226	4 tyres and wheel alignment	1,300.00
	19228	4 tyres including fitting and balancing	1,261.00
Woolworths Group Open Pay	TXN853910	Zone functions box set up	9.00
	TXN849027	Food shopping for excursion and holiday drop-in	224.36
	TXN848267	Gift cards Moorditj Kulungars	120.00
	TXN848227	Items for Moorditj Kulungars	137.21
	TXN833061	Meeting refreshments	49.25
	TXN825234	Gift cards for North Parmelia Primary School	150.00
	TXN839363	Items for the Library	3.90
	TXN836367	Gift card for Lyrik awards	30.00
	TXN839322	Refreshments for NAIDOC opening ceremony	106.23
	TXN829193	Zone SHP consumables	44.87
	TXN832981	Items for Creche	87.80
	TXN774004	Items for Animal Management Facility	25.00
StepChange Consultants Pty Ltd	SC0013622	Temp staff week ending 19 & 260622	8,756.00
Nordic Fitness Equipment	NFE-005127SF	Antibacterial wipes for Recquatic gym	396.00
	NFE-004693SF	Antibacterial wipes for the Recquatic Gym	442.50
Susan Edith Kearney	ICTALLOW21/22	ICT allowance	291.67
	MEETINGFEES21/22	Meeting fees	2,639.83
Barry Charles Winmar	ICTALLOW21/22	ICT allowance	291.67
	MEETINGFEES21/22	Meeting fees	2,639.83

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Payee	Invoice	Description	Amount
Michael Brown	ICTALLOW21/22	ICT allowance	291.67
	MEETINGFEES21/22	Meeting fees	2,639.83
Dale Cleves Music Pty Ltd	75396	Digital piano and electric drum kit	2,997.00
Edigold Pty Ltd	S105213	Supply and install custom furniture for Admin	42,450.18
Malcolms Makeovers	00015303	Local Commercial Support Grant funding	795.00
McMurdo Ventures Co Pty Ltd	000208	Bertram Place Plan prints	470.00
ProWash Squirrels	1161	Banksia pressure cleaning of driveways	1,400.00
Robert Walters Pty Ltd	1988189	Temp staff week ending 190622	5,291.44
Titanwood Holdings	HC007-2021/2022	Assessment of Kwinana Heritage Group collection	2,326.50
KC Australia	INV-00077693	Recquatic merchandise branded t-shirts	3,144.90
CSPWA PTY LTD	408425	Banksia Park V7 repair oven	497.90
Myriad Images Pty Ltd	INV-2540	Design for Youth Mental Health advisory	990.00
	INV-2531	Graphic design media wall	396.00
	INV-2541	Design for community flyer	396.00
	INV-2542	Design for City of Kwinana advertising	165.00
	INV-2543	Graphic design for City Assist	495.00
Oracle Customer Management Solution	00177508	After hours monitoring	1,614.18
Stewart & Heaton Clothing Co Pty Lt	SIN-3546181	Shortfall of invoice	0.42
	SIN-3546181	Uniforms for WAFB	2,760.20
Bully Zero Australia Foundation	00011625	Bullying program workshop for The Zone	600.00
Cole Baxter Photography	0074	Photography for NAIDOC week	1,000.00
Andrew Riley	Journal 19.7	Rates Refund	26.71
Passionate Lives Training Pty Ltd	INV-0118	Local Commercial Support Grant fund	1,100.00
RSM Welding Pty Ltd	7665	Local Commercial Support Grant fund	1,100.00
Lucas Dravitzki	24June2022	Achievement Grant	175.00
Dylan Marshall	24June2022	Achievement Grant	250.00
Aoife Maria Kennefick Family Financ	INV-0122	Local Commercial Support Grant funding	1,100.00
One With Self Crystals	INV-0136	Local Commercial Support Grant funding	1,100.00
Kwinana Scout Group	22June2022	Sausage sizzle for the Zone	375.00
Sharran Ross	0000001	OMG! Fringe Festival wet weather retainer	400.00
Jon Haines	0010	Presentation at City of Kwinana Lyrik Awards	1,000.00
BADAS Merchandise	21June2022	Local commercial support grant funding	1,000.00
Mariana Simion	Ref FER overpaid	Refund overpaid FER	75.00
Dalal Laaraj	2325	OMG Fringe Festival wet weather retainer	685.00
Toll Transport Pty Ltd	6022495	Transport services food water sampling analysis	81.44
	6023573	Transport services food water sampling analysis	68.38
Wandi Progress Association Inc.	70June22	Reimbursements for community planting	139.42
Water Corporation of Western Austra	9022594998June22	15U Honeywood Oval drink fountain	39.69
	9000343688June22	2U Little Rascals	294.33
	9000358855June22	66U Kwinana Senior Citizens Centre	559.63
	9000358839June22	17U Medina Hall	622.66
	9000358310June22	46U Medina Oval bore	940.26
	9000358337June22	5U Boy Scouts Hall	13.23
	9000357641June22	52U Orelia Oval	1,100.65
	9000356366June22	13U Bright Futures	227.10
	9000354133June22	547U Thomas Oval Pavilion/Tucker St Reserve	2,988.91
	9000354002June22	9U BMX Track amenities	120.15
	9000348470June22	217U Depot	1,055.51

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Payee	Invoice	Description	Amount
	9000343469June22	0U Old St Johns Ambulance	96.34
	9022017875June22	56U 8 Honeywood Ave vacant land	104.10
Dennis Cleve Wood	MEETINGFEES 21/	Meeting fees	2,639.83
	ICTALLOW21/22	ICT allowance	291.67
Sherilyn Wood	ICTALLOW21/22	ICT allowance	291.67
	MEETINGFEES21/22	Meeting fees	2,639.83
Coles Group & Myer	CGC1013112	Corporate gift cards for staff awards	1,714.85
Beaver Tree Services Aust Pty Ltd	82618	Tree removal Kwinana Adventure Park and Skate Park	3,776.34
	82650	Weekly crew for tree maintenance various	28,698.38
	82652	Vegetation clearance various sites	25,111.09
	82383	Planting for Gilmore Avenue 2022	108,211.80
	82595	Tree removal and stump grind Runnymede Gate	1,558.71
	82592	Removal and stump grind along Wellard Road	933.83
	82593	Removal and stump grind median Runnymede Gate	1,558.70
	82594	Removal & stump grinding Runnymede Gate	2,555.17
Synergy	958335710June22	6296U Orelia Oval	1,788.75
	566370150June22	1165U Chipperton Park	354.50
	521814530June22	3588U Wellard Pavilion	810.89
	114826720June22	90U Industrial streetscapes naval base	146.42
	938812910June22	8446U Wandil Reserve	2,324.06
	144372270June22	250U Thomas Oval retic	147.28
	963532150June22	607U City Centre Park	293.72
	809178030June22	71U Warner Road sump	137.21
	618835230June22	0U Sloan Caretakers Cottage (old bore)	116.37
	479742820June22	68U Bore on Parmelia verge	136.24
	228715140June22	1002U Wellard Village/Pimlico Gardens	359.06
	166216150June22	86U Sloan Reserve bore pump 3	141.56
	151027420June22	69U Brandon Mews Reserve	136.59
	144348440June22	85U Sutherland Parade bore	141.20
	705629830June22	94U Bournan Heights Reserve	138.19
	958312220June22	257U Djilba View	253.03
	558638440June22	116U Challenger/Bertram entry statement	144.52
	704953470June22	174U Barney Court	161.58
	334820June22	922U Shop 24/40 Meares Ave Kwinana	380.14
	127609840June22	47U Feilman Building (top floor)	124.40
	334678810June22	0U Shop 23/40 Meares Ave Kwinana	110.74
	374011930June22	65U Cassia Glades BBQ's	129.68
	473346610June22	347U Wellard park smart meter	256.84
	546496270June22	361U Skottowe Park	216.24
Prestige Catering & Event Hire	INV-4252	Catering 220622	406.80
	INV-4259	Seniors Christmas Lunch catering deposit	100.00
	INV-4307	Catering for Citizenship Ceremony	2,517.00
WA Association for Mental Health	ORD-1409	Being Trauma Responsive workshop	245.00
	ORD-1410	Positive Psychology Tools workshop	245.00
Bristol Cleaning Services	0622-C	BP Clubhouse window cleaning May & June 2022	260.00
Bunnings Building Supplies	2163/01611726	Masonry parts for City Operations	36.81
	2163/01061156	Items for OMGI Fringe festival	430.36
	2163/01067043	Timber for the Depot	85.76
	2442/01936291	Purchase of plant for common areas at Callistemon	241.36
	2163/01069575	Purchase of trestle tables	236.00
	2163/01525958	Purchase of power boards and extension leads	132.86
	2163/01525365	Timber to replace park bridge at Maldon Park	475.42
	2163/01612676	Various hardware items for ceiling repairs	131.37
	2163/99876738	Hardware for Banksia Park villas	716.10

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Payee	Invoice	Description	Amount
The Workwear Group Pty Ltd	14041850	Zip jacket	79.95
	14041849	Zip jacket	79.95
Quality Press	INV058397	Various DFES stock items required	2,125.09
The Poster Girls	13482	Poster for Hidden Nature Things	165.00
Sigma Chemicals	158689/01	Chemical order for Recquatic	660.00
Hoofbeats Publications	Inv-12414	Local Commercial Support Grant	1,100.00
Modern Teaching Aids Pty Ltd	44892985	Activity products for Creche Centres	1,847.33
	44895517	Memory foam carpet games for Library	469.43
Natural Area Consulting Management	00017694	Weed control of bushland reserve various areas	38,712.74
Rowe & Associates	90002304	Refund bond for early clearance fee	23,574.03
Peter Edward Feasey	DEPMAYFEE21/22	Deputy Mayoral allowance	1,869.83
	ICTALLOW21/22	ICT allowance	291.67
	MEETINGFEES21/22	Meeting fees	2,639.83
Carol Elizabeth Adams	ICTALLOW21/22	ICT allowance	291.67
	MAYALLOW21/22	Mayoral allowance	7,479.42
	MEETING21/22	Meeting fees	3,959.67
Freestyle Now	2187	NAIDOC Youth Event Scooter competition	1,320.00
Hudson Global Resources (Aust) Pty	AU1281956	Temp staff week ending 260622	5,228.34
	AU1279883	Temp staff week ending 190622	6,328.58
	AU1279882	Temp staff week ending 190622	5,228.34
Marketforce Pty Ltd	43987	Train station advertising for Waste	1,716.00
	39699	Train station advertising for Waste	341.00
	44169	Advertising 220622	595.54
	44170	Advertising 040622	727.34
	44168	Advertising 290622	990.00
City of Canning	132584	City of Canning SPLIS consultancy	9,260.00
Arbor Logic	00004961	Tree risk assessment various playgrounds	4,807.00
	00004962	Tree risk assessment various areas	4,812.50
AAA Blinds Port Kennedy	8230	Installation of double roller blinds to Depot	20,185.00
City of Rockingham	122152	General waste tipping fees to 150622	30,293.12
Civica Pty Ltd	MLG022510	Licence support & maintenance to 310822	8,506.57
West Coast Shade	11977	Dismantle of shade sails at Adventure Playground	7,560.00
	12034	Dismantle shade sail at Ascot Park	198.00
	12035	Repairs to shade sail at Bright Futures	302.50
BullAnt Security Pty	10218670	6 x padlocks for Wells Park Ablutions	1,098.00
	10220342	Cut MK13 key at Wellard Pavilion	33.00
HECS Fire	82727	Call out on Zone 6 fault in Administration	308.00
	80382	Fire indicator panel in alarm at the Zone	528.00
	82378	Monthly fire detection testing at John Wellard	363.00
	80414	Repair to faulty fire indicator panel at the Zone	418.00
	82379	Monthly fire detection testing at Recquatic Centre	363.00
	82380	Monthly fire detection testing at the Zone	363.00
	80413	Fire indicator panel in alarm at Darius Wells	528.00
	82374	Monthly fire detection testing at Administration	363.00
	82376	Monthly fire detection testing at Darius Wells	363.00
	82377	Monthly fire detection testing at Fiona Harris	363.00
Hays Specialist Recruitment Pty Ltd	50966102	Temp staff week ending 190622	3,234.00
	50966100	Temp staff week ending 190622	3,835.99
	50966101	Temp staff week ending 190622	2,011.10
Eclipse Soils Pty Ltd	KWIN01044712	Tipping fees 260522	2,762.10
Commercial Aquatics Australia	27148	Power supply for gas sensor to Recquatic pools	1,028.50

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Payee	Invoice	Description	Amount
	27005	Replacement plant and equipment	10,725.00
Rebecca Thomas	24June2022	Achievement grant	175.00
Bladon WA Pty Ltd	BWAI51780	Staff uniforms for Community Engagement	1,820.78
	BWAI51966	Place Activation promo and prizes	1,976.15
	BWAI51964	Dog collars for City Assist	1,276.00
	BWAI51962	Towelling wristband for The Edge	687.50
	BWAI51963	USB's with City logo embossed	1,787.50
	BWAI51945	Community safety packs promotional items	2,959.00
	BWAI52027	Kwinana Youth Services merchandise for The Zone	1,287.00
	BWAI52011	Round stress balls	792.00
MRP General Pest/Termite Division 4	110665	Pest control at Administration	303.00
Infiniti Group	580182	Consumables for Recquatic Centre	775.66
Winc Australia Pty Ltd	9039578434	Stationery for City Operations Team	382.04
	9039590896	Stationery items for City Operations Team	6.45
	9039535683	Stationery for Admin building	24.15
	9039625805	Stationery items for the Depot	807.18
Advanced Traffic Management (WA) Pt	00157240	Traffic management for Gilmore Avenue	1,385.67
	00157056	Traffic management Derbal St	1,100.55
	00157058	Traffic management Hefron Street	386.39
	00156826	Traffic management Rockingham Road	1,155.75
	00156828	Traffic management Beacham Crescent	989.01
FunkyDory	INV-0120	Local Commercial Support Grant funding	1,100.00
LD Total	120849	Additional maintenance works various areas June 22	277.04
	119576	Install plants at Lambeth Gardens	4,095.30
	120806	Mulch to Chipping Crescent	2,475.00
	120805	Mulch to Needlewood Loop	1,650.00
	120804	Replace bollard for Foxtail POS	1,043.79
	120850	Install plants to Mimosa Court	662.48
	120837	Additional maintenance works Wellard Glen June 22	90.01
	120210	Additional maintenance works Living Edge June 22	258.31
	120836	Additional maintenance works Honeywood June 22	190.21
	120211	Additional maintenance works Honeywood June 22	180.35
	120840	Additional maintenance works Cassia Glades June 22	1,853.25
	120212	Additional maintenance works Belgravia June 22	778.69
Australian Office Leading Brands	96518768	Envelopes with City of Kwinana logo	170.26
Custom Built Saunas	2103	Steam room generator service	286.00
Stonehenge Ceramics	F1288	Banksia Park V46 bathroom floor re-tiling	2,400.00
JB Hi-Fi Rockingham	103431462-100	HomeVac lite vacuum stick	597.00
Aveling Homes Pty Ltd	Ref 72816 dup	Refund 72816 duplication	946.11
	Refund dup 72991	Refund 72991 duplication	889.79
BGC (Australia) Pty Ltd	IO579807	1m2 concrete Adamson Road	363.44
Elliotts Irrigation Pty Ltd	P31341	Iron filter replacement Wellard bore 2	73,111.50
Complete Office Supplies Pty Ltd	11126126	Stationery order for The Zone	115.74
Spotlight Pty Ltd	006505051146	Assorted items for July plastic free display	145.90
Patrick Alan Rose	22June22	Fuel reimbursement for KWN2160	100.01
Website Weed & Pest (WA) Pty Ltd	00005484	Weed control hardstand surfaces at various sites	13,889.78
	00005485	Weed control of sumps at various sites	4,416.20
JB HiFi Commercial Division	203413605-100	Bluetooth speaker for the Zone	1,017.00
	BD0845893	Binoculars and voice recorders for Library	251.00
	BD0843611	Binoculars and portable recorders for Library	604.00
Eco Resources Pty Ltd	00054299	Tipping fees 170622	4,191.00

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Payee	Invoice	Description	Amount
OCP Sales	00061845	Two way radios for communication at Recquatic	1,622.50
Institute of Indigenous Wellbeing &	INV-0085	Naidoc opening ceremony 22 event funding	5,000.00
Master Lock Service	8866	Remove jammed key at Medina Hall	330.00
	8869	Cut keys for cool room at Thomas Kelly Pavilion	165.00
Totally Workwear Rockingham	RK39625.D1	Uniforms for WAFB	371.67
	RK110528	Uniforms for Planning	338.01
Tyrecycle Pty Ltd	1007994	Removal of illegally dumped tyres from Depot	1,300.96
3 Monkeys Audiovisual Pty Ltd	21080	PA system for Kwinana Adventure Park	4,924.39
Kev's Wheelie Kleen	16736	Monthly bin clean for William Bertram Centre	99.00
	17323	Monthly bin clean for William Bertram Centre	99.00
Accord Security Pty Ltd	26419	Security for OMG Fringe Festival	1,326.88
	26418	Security services for Darius Wells Library	624.25
West Coast Profilers	27081	Profiling works on Kellam Way	4,907.10
Scott Printers Pty Ltd	163,177	Waste and Recycling Guide 2023	10,301.50
	163318	Waste and Recycling Guide re-print	2,552.00
Imagesource Digital Solutions	P484	Signage for Hidden Nature Things	176.00
	P486	City Assist promotional items	1,046.10
	462894	Kwinana Recquatic group fitness stage corflutes	220.00
	462900	Assorted pop up fabric promotional banners	578.60
	462901	Community Wellbeing promotional items	811.80
	P471	Kwinana Recquatic entry fees board	282.70
	462899	Banners and feather signs for youth promotion	734.80
	P474	Library Industrial exhibition prints	1,844.70
	P473	Recquatic entry prints	1,826.00
	462896	Signage for OMG Fringe Festival	267.30
	462902	Community Liaison table cloths and banners	811.80
	462869	Kwinana Recquatic signage	6,033.50
Woolworths Group Limited	126272932	Items for City Operations Team	283.05
	125961034	Kitchen supplies for City Operations Depot	138.20
	126278972	Items for Administration Building	169.35
Kim Baden McClennan	23June2022	Staff payment	1,350.26
Elexacom	117803	Investigate exit signs at Fiona Harris Pavilion	272.60
	117835	Replace push button switch at Skate Park	208.55
	117836	Pool deck power point not working at Recquatic	92.91
	117866	Electrical inspection at AutoOne	506.59
	117879	Security lights not working at Senior Citizens	1,068.01
	117869	Replace faulty wall lights at Koorliny	2,212.80
	117871	Install new RCDs at Senior Citizens Centre	1,124.85
	117867	Replace downlights at Darius Wells	994.82
	117865	Repair C bus panel at Ken Jackman Hall	45.85
	117862	Investigate electric shock at Darius Wells	229.24
	117861	RCD testing at Darius Wells	811.40
	117838	Replace emergency exit sign at Thomas Oval	320.01
	117839	Test and tag electrical leads at Adventure Park	125.62
	117837	Test and tag electrical leads at Medina Hall	213.09
	117798	Test carpark lights at Darius Wells Carpark	280.37
Zip Heaters	3878742	Zip hydro tap for staff kitchen at The Zone	5,980.60
Wellard Residential Pty Ltd	Journal 19.8	Rates Refund	270.01
	Journal 20.2	Rates Refund	270.01
Total Green Recycling	INV12031	Collection of batteries and globes	203.94
Beacon Equipment	65530	Wacker Neuson ET18VDS conventional mini excavator	59,070.00
Isentia Pty Limited	MNO841678	Media monitoring July 22	935.00

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## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
Michael Indich	20	Welcome to Country presentation	500.00
Multispares Ltd	5072743	Repairs to seat belts	231.29
Harmony Software	12471	Annual online enrolment module	440.00
Advance Scanning Services	20167659	Services location for Calista Oval	3,157.00
AAA Windscreens & Tinting	INV-56032	Rear tailgate for 1GEO493	538.00
Sprayline Spraying Equipment	46941	Sprayline supplies for oval spraying	20,900.00
Austral Pool Solutions	436394	Supply of wave drain	731.50
Morgan James Scarfe	INV-353	Circus equipment for OMG Fringe festival	1,815.00
Flying Canape	11569	Catering 210622	2,769.00
Blackwood & Sons Ltd	KW4448DZ	Dymark spray paint for Depot	137.28
	KW2500DZ	Red enamel paint for Depot	30.14
	KW9653DZ	Uvex Lens Cleaner and dispenser with towelett	28.03
	KW8817EE	PPE uniform for City Operations	284.22
Allied Pumps Pty Ltd	106631	Further repair to UV filter for rain water supply	2,089.68
	106630	Repair UV filter for rainwater supply at Wandi Pavilion	981.26
	106632	Replace motor on Pump 2 at Wandi Pavilion	1,519.63
Frontline Fire and Rescue Equipment	74927	Face respirator for WAFB	8,602.80
	74926	Safety equipment for WAFB	4,517.27
Starbucks Flooring	INV-000943	Banksia V60 replace vinyl in master bedroom	480.00
	INV-000948	Callistemon U14 replace old flooring with vinyl	1,978.00
	INV-000947	Callistemon U67 replace old flooring	1,448.00
	INV-000946	Callistemon U19 replace old flooring	1,448.00
	INV-000945	Callistemon U73 replace old flooring	1,485.00
	INV-000944	Banksia V39 stretch vinyl back	300.00
GreenLite Electrical Contractors Pt	2358	Check polarity at bore 3 Wellard	315.46
	2330	Supply and install new cubicle at Bournan Park	15,972.01
	2329	Supply and install new cubicle at Centennial Park	812.47
	2328	Install new SDS controller at Newstead Park	4,169.66
	2327	Supply new cubicle at Prince Regent Park	377.56
	2326	Supply and install new cubicle at Bertram Oval	439.20
Diversity Sustainable Development	22	Water investigation into major leak at Recquatic	330.00
The Green Barista Coffee	S0920573644	Local Commercial Support Grant funding	1,062.00
	19226	Catering for Community Planting Day 190622	140.00
Leanne Maciel	1052	Local Commercial Support Grant funding	1,000.00
Kwinana Little Athletics Centre	002	Club Development Training	1,500.00
TCS Instruments	605579	Road tube 100m	721.60
Lamp Replacements	IN1044441	Supply of LED lamps for Recquatic	1,348.92
Warwick McKim Carter	28June22B	Reimbursement of membership as per contract	660.00
	28June22	Reimbursement for Team Building event	500.00
Landscape and Maintenance Solutions	INV-2841	Streetscape mowing June 22	5,068.27
	INV-2838	Sportsground mowing June 22	11,747.24
	UBV-2839	Passive mowing of various areas June 22	5,278.44
	INV-2840	Mowing maintenance Rockingham/Patterson Rds	2,000.35
Vocus Communications	P858031	Monthly internet services June 22	1,287.00
	P785020	Monthly internet services Dec 21	1,287.00
Baldvis Transport Pty Ltd	2891	Bulk water supply for Casuarina Hall 240522 and 27052	350.00
	2853	Bulk water supply for Casuarina Hall 190422	175.00
Fridgair Industries Pty Ltd	41441	Investigate small fridge tripping at Darius Wells	165.00
Air Liquide Australia	IP3271	Hire of medical oxygen Recquatic	194.37
Lo-Go Appointments	00425995	Temp staff week ending 180622	1,879.27

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## Payment Listing



Payments made between 01/06/2022 and 30/06/2022

Payee	Invoice	Description	Amount
	00425996	Temp staff week ending 180622	1,825.44
	00425994	Temp staff week ending 180622	1,879.27
	00425997	Temp staff week ending 180622	2,109.39
Charles Service Company	00034966	Cleaning services June 22	44,953.04
	00035049	Consumables for Administration June 22	9,652.62
	00034949	Cleaning services April 22	32,681.89
WA Library Supplies	00128028	Library supplies	3,221.50
Plantrite	00042218	Extra native seedlings for Revegetation Program	2,534.59
Dept of Local Government, Sport and	RI032028	Reconciliation Week banners	350.00
Matthew James Rowse	ICTALLOW21/22	ICT allowance	291.67
	MEETINGFEES21/22	Meeting fees	2,639.83
Bright Light Signs Pty Ltd	00017375	LED signage for OMG Fringe festival	2,640.00
Daytone Printing Pty Ltd	57610	Outdoor bin stickers	14,909.40
	57634	Hidden Nature extra flyers	160.60
	57633	Hidden Nature promo printing	415.80
	57632	SS Kwinana promo printing	282.70
Australasian Events Pty Ltd	00008521	Security for OMG Fringe Festival	2,979.63
The Worm Shed	6842	Adult Worm Farm workshop 250622	440.00
<b>Total EFT</b>			<b>-7,930,482.97</b>

### Payroll

Payroll	743,109.72
Payroll	672,284.98
<b>Total Payroll</b>	<b>-1,415,394.70</b>
<b>Grand Total</b>	<b>-9,628,854.15</b>

## Credit Card Transactions

1/06/2022 to 30/06/2022



Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
<b>Credit card Functions Officer to 020622</b>				<b>\$2,220.65</b>	
5529307	Invoice	020622A	02/06/2022	\$11.81	Bushfire Brigades Dinner decorations
5529307	Invoice	020622A	02/06/2022	\$14.54	Bushfire Brigades Dinner decorations
5529307	Invoice	020622A	02/06/2022	\$39.99	Bushfire Brigades Dinner decorations
5529307	Invoice	020622A	02/06/2022	\$121.82	Elected Member briefing session catering
5529307	Invoice	020622A	02/06/2022	\$167.14	Bushfire Brigades Dinner photo paper
5529307	Invoice	020622A	02/06/2022	\$383.48	Bushfire Brigades Dinner photo booth/cameras
5529307	Invoice	020622A	02/06/2022	\$1,280.00	Plants for civic events
5529307	GST	020622A	02/06/2022	\$201.87	GST
<b>Credit card Director City Development and Sustainability to 020622</b>				<b>\$63.60</b>	
5529310	Invoice	020622B	02/06/2022	\$7.82	Staff catch up meeting
5529310	Invoice	020622B	02/06/2022	\$50.00	Webinar 'Sticking with the Plan'
5529310	GST	020622B	02/06/2022	\$5.78	GST
<b>Credit card Manager Customer Communications to 020622</b>				<b>\$2,340.68</b>	
5529335	Invoice	020622C	02/06/2022	\$0.71	International transaction fee
5529335	Invoice	020622C	02/06/2022	\$1.24	International transaction fee
5529335	Invoice	020622C	02/06/2022	\$10.95	Facebook marketing/advertising
5529335	Invoice	020622C	02/06/2022	\$12.45	Facebook marketing/advertising
5529335	Invoice	020622C	02/06/2022	\$23.26	Facebook marketing/advertising
5529335	Invoice	020622C	02/06/2022	\$28.26	Lucky Orange website analytics tool
5529335	Invoice	020622C	02/06/2022	\$49.45	Typeform subscription
5529335	Invoice	020622C	02/06/2022	\$50.00	Facebook marketing/advertising
5529335	Invoice	020622C	02/06/2022	\$95.34	Facebook marketing/advertising
5529335	Invoice	020622C	02/06/2022	\$152.01	Facebook marketing/advertising
5529335	Invoice	020622C	02/06/2022	\$185.27	Transmit SMS broadcast software
5529335	Invoice	020622C	02/06/2022	\$209.37	Facebook marketing/advertising
5529335	Invoice	020622C	02/06/2022	\$226.43	Facebook marketing/advertising
5529335	Invoice	020622C	02/06/2022	\$351.79	Facebook marketing/advertising
5529335	Invoice	020622C	02/06/2022	\$449.74	Mailchimp email marketing software
5529335	Invoice	020622C	02/06/2022	\$475.88	Facebook marketing/advertising

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## Credit Card Transactions

1/06/2022 to 30/06/2022



Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
5529335	GST	020622C	02/06/2022	\$18.53	GST
<b>Credit card Director City Infrastructure to 020622</b>				<b>\$2,242.01</b>	
5529347	Invoice	020622D	02/06/2022	\$8.35	Parking IPWEA executive meeting
5529347	Invoice	020622D	02/06/2022	\$14.64	1HPD91 licence
5529347	Invoice	020622D	02/06/2022	\$20.00	Engineering Milestone event Cockburn CRC
5529347	Invoice	020622D	02/06/2022	\$21.64	Temporary movement permit for new trailer
5529347	Invoice	020622D	02/06/2022	\$29.55	KWN701 licence
5529347	Invoice	020622D	02/06/2022	\$29.55	KWN61 licence
5529347	Invoice	020622D	02/06/2022	\$29.55	KWN702 licence
5529347	Invoice	020622D	02/06/2022	\$32.84	Depot opening morning tea supplies
5529347	Invoice	020622D	02/06/2022	\$46.36	Farewell morning tea
5529347	Invoice	020622D	02/06/2022	\$47.27	OneCouncil recognition catering
5529347	Invoice	020622D	02/06/2022	\$147.27	Landscape Architecture Australia subscription
5529347	Invoice	020622D	02/06/2022	\$147.55	Pit inspection for registration
5529347	Invoice	020622D	02/06/2022	\$554.55	Engineering Milestone event Cockburn CRC
5529347	Invoice	020622D	02/06/2022	\$909.09	Depot fridge
5529347	GST	020622D	02/06/2022	\$203.80	GST
<b>Credit card Director City Life to 020622</b>				<b>\$4,606.69</b>	
5529369	Invoice	020622E	02/06/2022	\$7.64	Catering for City meeting
5529369	Invoice	020622E	02/06/2022	\$75.73	Gift cards for Lyrik Award winners
5529369	Invoice	020622E	02/06/2022	\$204.55	Kwinana Heritage Group meeting catering
5529369	Invoice	020622E	02/06/2022	\$490.90	Confetti canons for Lyrik Awards
5529369	Invoice	020622E	02/06/2022	\$3,750.00	Gift cards for Lyrik Award winners
5529369	GST	020622E	02/06/2022	\$77.87	GST
<b>Credit card Chief Executive Officer to 020622</b>				<b>\$29.17</b>	
5529384	Invoice	020622F	02/06/2022	\$10.00	Parking SWG CEO Forum
5529384	Invoice	020622F	02/06/2022	\$16.52	Parking WALGA meeting
5529384	GST	020622F	02/06/2022	\$2.65	GST
<b>Credit card Coordinator Events, Engagement and Grants to 020622</b>				<b>\$2,573.46</b>	

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## Credit Card Transactions

1/06/2022 to 30/06/2022

Transaction No	Tran Type	Tran Reference	Invoice Date	Actual	Transaction Description
5529386	Invoice	020622G	02/06/2022	\$45.76	Catering for IAP2 workshop
5529386	Invoice	020622G	02/06/2022	\$239.00	Catering for IAP2 workshop
5529386	Invoice	020622G	02/06/2022	\$347.68	Accessible kerb ramps for events
5529386	Invoice	020622G	02/06/2022	\$442.00	Shipping for safety items
5529386	Invoice	020622G	02/06/2022	\$462.36	Purchase of Children's Book Week merchandise
5529386	Invoice	020622G	02/06/2022	\$802.70	Cable safe mats for events
5529386	GST	020622G	02/06/2022	\$233.96	GST
<b>Credit card Rates Coordinator to 020622</b>				<b>\$566.85</b>	
5529390	Invoice	020622H	02/06/2022	\$145.45	Team milestone event Finance
5529390	Invoice	020622H	02/06/2022	\$406.85	Service of warrant
5529390	GST	020622H	02/06/2022	\$14.55	GST
<b>Credit card Manager Human Resources to 020622</b>				<b>\$1,522.20</b>	
5529395	Invoice	020622I	02/06/2022	\$77.18	Flowers for staff member
5529395	Invoice	020622I	02/06/2022	\$80.18	Flowers for staff member
5529395	Invoice	020622I	02/06/2022	\$82.64	Flowers for staff member
5529395	Invoice	020622I	02/06/2022	\$83.45	Flowers for staff member
5529395	Invoice	020622I	02/06/2022	\$83.55	Flowers for staff member
5529395	Invoice	020622I	02/06/2022	\$195.00	Advertising employment opportunity
5529395	Invoice	020622I	02/06/2022	\$286.36	Training 'Difficult Conversations'
5529395	Invoice	020622I	02/06/2022	\$495.45	Training 'Taxation and Payroll'
5529395	GST	020622I	02/06/2022	\$138.39	GST
<b>Grand Total:</b>				<b>\$16,165.31</b>	

## **18.2 PROPOSED DISPOSITION BY WAY OF LICENCE - RESERVE 23960, LOT 1087 DERBAL STREET MEDINA - CITY OF KWINANA AND SOUTHERN DISTRICTS BMX RACEWAY**

### **SUMMARY**

Southern Districts BMX Raceway ('SDBMX') have conducted their BMX racing and training activities at Goldney Velodrome BMX track in Medina for more than 20 years, subject to a licence agreement with the City. The current licence expired in June 2021.

A new licence between the City and SDBMX has been prepared for endorsing by Council. This will allow them to remain at their current location for a further 5 years, with an option to extend for an additional 5 years.

### **OFFICER RECOMMENDATION**

**That Council:**

- 1. Subject to the written approval of the Minister for Lands, approve the disposition by way of licence over Reserve 23960, being Lot 1087 on Deposited Plan 193847 and being the whole of the land comprised in Certificate of Crown Land Title Volume 3111 Folio 748 together with facilities for a period of 5 years with the option to extend for a further 5 years to SDBMX;**
- 2. Authorise the Chief Executive officer to negotiate and execute a licence agreement with SDBMX on the City's behalf, including making any subsequent amendments not significant in nature.**

### **DISCUSSION**

SDBMX are a community based not for profit BMX club. BMX is part of one of the fastest growing sports in Australia, with participants aging from 4 year of age to over 50 years young. The Goldney Velodrome BMX track in particular has been established in the area for over 20 years. The track is set amongst large gum trees, maintained lawn areas and has an excellent coaching programme for all ages, including Friday night racing all year round. The facilities within the fence line are completely managed by SDBMX and are well maintained.

The City's previous licence to SDBMX over the Goldney Velodrome expired in June 2021.

The Golden Velodrome BMX track falls within Reserve 23960. The City has a Management Order for 'recreation' over the area, as authorised by Department of Planning Lands and Heritage (DPLH). Under that agreement the City is permitted to lease to a maximum of 21 years, subject to the consent of the Minister for Lands.

A new licence is proposed between the City and SDBMX to continue at their current location for a period of 5 years, with an option to extend for a further 5 years.

The City's Leasing Policy sets out the criteria to consider community leasing rates. Under the policy, SDBMX is eligible for the community leasing rates as it is:

- A not for profit organisation;
- A legal entity incorporated under the Associations Act;
- Predominately run by volunteers; and
- And organisation for which there is community demand.

Taking this into consideration, City Officers believe that Southern Districts BMX meet the criteria to establish a licence with a subsidised peppercorn rate that will reflect as shown in the Fees and Charges per year.

The city is not required to advertise the proposed lease as the Southern Districts BMX 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	A community sporting group that maintains the infrastructure for a sporting activity that is inclusive of all ages and genders
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	A community sporting group that maintains the infrastructure for a sporting activity that is inclusive of all ages and genders

## 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  1.5 – Provide infrastructure that enhances opportunities for	A community sporting group that maintains the infrastructure for a sporting activity that is inclusive of all ages and genders

		recreation, play and relaxation	
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**LEGAL/POLICY IMPLICATIONS**

Regulation 30(2)(b)(i) of the *Local Government (Functions and General) Regulations 1996*  
Sections 3.58 of the *Local Government Act 1995*  
Section 46 of the *Land Administration Act 1997*  
*City of Kwinana Leasing Policy*

**FINANCIAL/BUDGET IMPLICATIONS**

Rental income of \$118 per annum as defined in the Fees & Charges – Peppercorn, 2022/2023.

Community Lease/Licence administration fee \$492. This fee was originally quoted and differs to 2022/23 fee.

**ASSET MANAGEMENT IMPLICATIONS**

Southern Districts BMX will manage the property as outlined within the licence.

**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. Proposed Licence Agreement - Southern Districts BMX Raceway [↓](#)



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**LICENCE AGREEMENT  
RESERVE 23960 - LOT 1087 ON DEPOSITED PLAN 193847**

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Between

**CITY OF KWINANA** (ABN 13 890 277 321)  
(Licensor)

and

**SOUTHERN DISTRICTS BMX RACEWAY** (ABN 73 735 112 429)  
(Licensee)

**PARTIES**

The **City of Kwinana** of PO Box 21, Kwinana WA 6966 (ABN 13 790 277 321)  
(**Licensor**)

and

**Southern Districts BMX Raceway** of PO Box 588, Kwinana WA 6966 (ABN 73 735 112 429)  
(**Licensee**),

(respectively the **Parties**).

**RECITALS**

- (a) The Licensor has care, control and management of Reserve 23960, being Lot 1087 on Deposited Plan 193847, and being the whole of the land comprised in Certificate of Crown Land Title Volume 3111 Folio 748 for the purpose of public recreation with conditions to be observed and with power to lease, sub-lease, assign or licence for any term not exceeding twenty-one (21) years subject to the approval of the Crown, represented by the Minister for Lands, and subject to section 18 of the *Land Administration Act 1997*.
- (b) The Licensor has agreed to allow the Licensee to take a non-exclusive licence of Reserve 23960 for the purpose of undertaking BMX and associated activities, on the terms and conditions set out in this Licence.

**THE PARTIES AGREE** as follows:

**1. INTERPRETATION**

In this Licence unless the contrary intention appears, the following expressions shall have the following meanings:

**Administration Fee** means the administration fee specified in Item 5B of the Schedule.

**Approved Purpose/Use** means the approved purpose/use specified in Item 2B of the Schedule

**Commencement Date** means the commencement date of the Initial Term specified in Item 4A of the Schedule.

**Crown** means the Crown in right of the State of Western Australia represented in this Licence by the Minister for Lands.

**Expiry Date** means the expiry date of the Initial Term specified in Item 4B of the Schedule

**Further Term** means the further term of this Licence specified in Item 3B of the Schedule.

**GST** has the same meaning and usage as that contained in the *A New Tax System (Goods and Services) Act 1999 (Cth)*.

**Initial Term** means the initial term of this Licence specified in Item 3A of the Schedule.

**Licence Fee** means the sum specified in Item 5A of the Schedule.

**Licensee** means Southern Districts BMX Raceway (ABN 73 735 112 429), and where the context permits or requires, reference to the Licensee includes the Licensee's officers, employees, agents and contractors.

**Licensee's Representative** means the licensee's representative specified in Item 1B of the Schedule.

**Licensee's Responsibilities** means the licensee's responsibilities specified in Item 6A of the Schedule.

**Licensor** means the City of Kwinana (ABN 13 890 277 321), and where the context permits or requires, reference to the Licensor includes the Licensor's officers, employees, agents and contractors.

**Licensor's Representative** means the licensor's representative specified in Item 1A of the Schedule.

**Licensor's Responsibilities** means the licensor's responsibilities specified in Item 6B of the Schedule.

**Minister** means the Minister for Lands

**Premises** means the premises specified in Item 2A of the Schedule.

**Schedule** means the schedule to this Licence.

## **2. Grant of Licence**

- (a) In consideration of the payment by the Licensee of the Licence Fee, the Administration Fee and the Licensee fulfilling its obligations set out in this Licence, including the Licensee's Responsibilities, the Licensor grants to the Licensee a Licence to use the Premises for the Approved Purpose/Use for the Initial Term and any Further Term or any period of holding over until such time as the Licensor divests itself or is divested of its rights over the Premises (whichever occurs sooner).
- (b) Nothing in this Licence shall confer a right of exclusive possession or occupation of the Premises on the Licensee, and the Licensor may at any time and at all times and from time to time exercise all of its rights in respect of the Premises except where such rights:

- (i) prevent the operation of this Licence and rights with respect to the Premises granted pursuant to this Licence; and
- (ii) are inconsistent with the express provisions of this Licence.

**3. Approved Purpose/Use**

This Licence is strictly for use by the Licensee of the Premises for the Approved Purpose/Use specified in Item 2B of the Schedule and for no other purpose.

**4. Care and Maintenance of Premises**

The Licensee acknowledges and agrees that the Premises, including any buildings or other structures on the Premises, including the toilet block are in good order and repair. The Licensee agrees at its own expense and at all times to maintain the Premises in a good, safe and clean condition, and carry out those responsibilities specified in Item 6A of the Schedule including (unless otherwise stated) but not limited to plate glass, electrical wiring, plumbing, air-conditioning installations and any other system, equipment, fixtures, fittings upon the Premises, and shall surrender the same at termination hereof, in a good, safe and clean condition as they were in at the Commencement Date, normal wear and tear excepted.

**5. Replacement of Major Items of Equipment and Fixtures**

The Licensor will replace major items of equipment and building fixtures only if those major items are deemed non-repairable, subject to a full report submitted by the Licensee prepared by a licensed repairer. Items to which this clause may apply include the hot water system, air-conditioning unit, fixed stoves and other non-removal fixtures that form part of the canteen facilities on the Premises unless otherwise stated in Item 6A of the Schedule.

**6. Alterations**

- (a) No alterations, additions and/or improvements to be made to the Premises by the Licensee without first obtaining the written consent of the Licensor's Representative. If any buildings and improvements are to be constructed, erected or made or works carried out or executed on the Premises by the Licensee, they will be constructed, erected, made, carried out and executed under the supervision and to the satisfaction of the Licensor's engineer and not otherwise. In the event of any dispute, the Parties agree that the decision of the Licensor's engineer is final.
- (b) The Licensee acknowledges and agrees that once any alterations, additions, installations or fixtures have been consented to and installed, property in those alterations, additions, installations or fixtures pass to the Licensor and may not be removed without the prior written consent of the Licensor.

**7. Legislation, Regulations and Statutes**

The Licensee shall comply with and obey the provisions of all State of Western Australia and Commonwealth laws relevant to this Licence or in respect to or affecting the Premises or any part of the Premises including but not limited to:



- (a) the *Health (Miscellaneous Provisions) Act 1911* (WA), the *Food Act 2008*, the *Local Government Act 1995* (WA), the *Metropolitan Water Supply and Sewerage and Drainage Act 1909* (WA), the *Fire Brigades Act 1942* (WA), the *Bush Fires Act 1954* (WA), and the *Environmental Protection Act 1986* (WA), or any Act or Acts of the State of Western Australia or the Commonwealth amending those Acts or any of them or any Town Planning Scheme now or hereafter in force or made or given by any Ministry, Department, Health Board, Local Government, Water Corporation or other competent authority or person;
- (b) all lawful and valid regulations, notices, orders, local laws and by-laws made pursuant any State of Western Australia or Commonwealth laws relevant to this Licence; and
- (c) any requirements of the Fire and Accident Underwriters' Association of Western Australia, the Insurance Council of Australia and the Department of Fire and Emergency Services of Western Australia.

**8. Assignment**

The Licensee shall not assign this Licence, enter into a sub-licence for any portion of the Premises, encumber or otherwise dispose of any of the facilities on the Premises or any part thereof without the written consent of the Licensor or the Minister.

**9. Utilities**

All applications and connections for necessary utility services on the Premises shall be made in the name of the Licensee only, and the Licensee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity and telephone services. Where these utilities are being provided on a sub-meter arrangement from the Licensor, the Licensee will be invoiced their portion of the relevant charge and this amount is to be paid to the Licensor within 30 days of receipt by the Licensee of the Licensor's invoice.

**10. Obligations of the Licensee**

The Licensee shall pay and discharge all rates, taxes, assessments and impositions whatsoever which are now or at any time or times hereafter during the Initial Term or Further Term or any period of holding over charged upon or imposed upon the Premises or additions or any part of the Premises. The Licensee will at the request of the Licensor produce to the Licensor the receipts for all such payments.

**11. Entry and Inspection**

The Licensee shall permit the Licensor and the Minister, his officers, agents and contractors, to enter upon the Premises at all times for any purpose, including but not limited to inspecting the Premises. Inspections will be undertaken by the Licensor on an annual basis at a date and time agreed with the Licensee's Representative.

**12. Indemnity and release of the Licensor**

- (a) The Licensor indemnifies and must keep indemnified the Licensor and the Crown against any cost, expense, loss or other liability resulting from:
  - (i) any damage to the Premises or any other property; or

- (ii) the death or illness of, or injury to any person, caused or contributed to by:
    - (i) any breach of this Licence by the Licensee;
    - (ii) the use and occupation of the Premises by the Licensee or any of the Licensee's invitees;
    - (iii) any work carried out at the Premises by or on behalf of the Licensee;
    - (iv) the Licensee's activities, operations or other uses of the Premises;
    - (v) the presence of contamination, pollution or environmental harm (as defined in the *Contaminated Sites Act 2003* (WA) and the *Environmental Protection Act 1986* (WA)), on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Licensee or the Licensee's invitees;
    - (vi) any act, omission or default of the Licensee or the Licensee's invitees.
- (b) The obligations of the Licensee under this clause:
  - (i) are unaffected by the obligation of the Licensee to take out and maintain insurance, and the obligation of the Licensee to indemnify the Licensor and the Crown are paramount; and
  - (ii) continue after the expiration or earlier determination of this Licence in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Licence.
- (c) The Licensee:
  - (i) agrees to use and keep the Premises at the risk of the Licensee; and
  - (ii) releases to the full extent permitted by law the Licensor and the Crown from:
    - a. any liability which may arise in respect of any accident or damage to property or death of or injury to, or illness of any person, of any nature in, on or near the Premises;
    - b. loss of or damage to fixtures or personal property of the Licensee or its invitees; and
    - c. any loss arising from or connected with (either directly or indirectly) the presence of any contamination, pollution or environmental harm in, on or under the Premises at any time throughout the Initial Term or any Further Term, except to the extent that such loss is caused by the negligence of the Licensor or the Crown or its respective officers, employees, agents or contractors.
- (d) The obligations of the Licensee under clause 12 continue after the expiration or earlier determination of this Licence in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Licence.

### 13. Obligations of the Licensee to insure

- (a) The Licensee shall at their own expense take out and maintain the following insurance during the Term, any Further Term and any period of holding over:
  - (i) a policy insuring against breakage or damage from any cause of all external and internal glass fixed to and forming part of the Premises for the market value and the cost of replacement;

- (ii) a public liability policy for an amount of not less than twenty million dollars (\$20,000,000) in respect of any one claim; and
  - (iii) a policy to cover loss from theft, robbery or burglary of the Licensor's fixtures and fittings and damage to the Premises arising from any actual or attempted unauthorised entry.
- (b) The Licensee shall provide a copy to the Licensor of the certificate of currency for each insurance policy on an annual basis and shall report to the Licensor all such events that gives rise to a claim against their insurer or has the potential for a claim against the Licensor's insurer.

**14. Obligation of the Licensor to insure**

The Licensor is to insure the Premises for their full replacement value against loss or damage by fire, lightning, storm, tempest, rainwater, water, earthquake, flood, impact, explosion, aircraft, riots, strikes and other malicious acts, removal of debris and to include additional clauses for the extra cost of reinstatement, alteration and occupancy, architect fees, capital additions, loss of rental, hazardous goods temporary removal and such other risks as may seem to the Licensor to be reasonably necessary or expedient.

**15. Destruction of Premises**

- (a) In the event of a partial destruction of the race track or any buildings on the Premises during the Initial Term or any Further Term, from any event that is not caused by the Licensor or its invitees, the Licensor shall repair the damage, provided that such repairs can be made under existing laws and regulations and provided such cost is not prohibitive, but partial destruction of the Premises shall not terminate this Licence per se.
- (b) In the event that the race track or any buildings on the Premises are destroyed to such an extent that the Licensor believes on reasonable grounds that the costs of restoration is prohibitive, the Licensor may elect to terminate this Licence upon notice to the Licensee.
- (c) In the event of a total destruction of the race track and any building on the Premises, either Party may elect to terminate this Licence on notice to the other Party.

**16. Licensor's Remedies on Default**

- (a) If the Licensee defaults in payment of the Licence Fee, the Administration Fee or any other monetary obligation which falls on the Licensee as Licensee of the Premises, or in the performance of any of the other covenants or conditions in this Licence:
  - (i) the Licensor may give the Licensee notice of default, and if the Licensee does not remedy such default within 30 days, after the giving of such notice, or if such default is of such a nature that it cannot be completely remedied within such period, and the Licensee does not commence remedial action within 30 days' and thereafter proceed with reasonable diligence and in good faith to remedy such default, then the Licensor may terminate this Licence on not less than a further 30 days' notice to the Licensee.

- (ii) On the date specified in such further 30 days' notice under clause 16(a)(i), the Initial Term of this Licence or any Further Term, as applicable, shall terminate and the Licensee must peacefully surrender and yield up to the Licensor the Premises in a condition consistent with the observance and performance of the Licensee's covenants under this Licence, and surrender all keys and security access devices and combinations to locks providing access to any buildings or structures on the Premises, whether or not such items were provided to the Licensee by the Licensor.
- (b) Notwithstanding the Licensor's failure to enforce its rights under clause 16(a), such failure by the Licensor is not deemed a waiver of that right.

#### **17. Option to Renew**

- (a) Provided that the Licensee is not in default in the performance of its obligations under this Licence, and unless otherwise agreed in writing between the Parties, the Licensee shall have the option to renew this Licence for a Further Term of five (5) years at the expiration of the initial Term. All of the terms and conditions of this Licence shall apply during the Further Term with the exception of:
  - (i) this clause providing the Licensee with an option to renew;
  - (ii) the Licence Fee; and
  - (iii) the Administration fee,with the Licence Fee and the Administration Fee being subject to the then prevailing fees and charges imposed by the Council of the City of Kwinana at the time that the Licensee seeks to exercise his option to renew for the Further Term.
- (b) The option to renew this Licence for the Further Term shall be exercised by written notice to the Licensor's Representative given not less than sixty (60) days prior to the expiration of the Initial Term, time being of the essence.

#### **18. Dispute Resolution**

- (a) If during the Initial Term or any Further Term or any period of holding over of this Licence any dispute arises between the Licensor and the Licensee that cannot be resolved by the Licensor's Representative and the Licensee's Representative, the dispute will be referred to the CEO of the Licensor (or their representative) and the President of the Licensee for resolution.
- (b) If the CEO (or their representative) and the President are unable to resolve the dispute to each Party's satisfaction, the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (WA).
- (c) The Parties may choose to be represented by a legal practitioner during the arbitration and each Party will be responsible for fifty per cent (50%) of the costs incurred in the arbitration proceedings (including their own legal representation), whatever the outcome of the proceedings.

#### **19. Termination**

Notwithstanding anything expressed or implied to the contrary in this Licence, either Party may, by giving the other party not less than six (6) months' written notice, terminate this



Licence for any reason whatsoever and upon the expiration of that 6-month period, this Licence shall terminate, but any rights of action or claims which accrued or arose to either Party prior to such termination are preserved.

**20. Waiver**

- (a) No right of any Party under this Licence shall be deemed to be waived except where such a waiver is in writing signed by or on behalf of that party.
- (b) A waiver by a Party shall not prejudice the rights of that party in respect of any subsequent or other breach of the Licence by the other Party.
- (c) A failure by a Party to enforce any provisions of this Licence or any forbearance, delay or indulgence granted by a party to the other Party shall not be construed as a waiver of the first mentioned Party's rights under this Licence.

**21. Notices**

- (a) Notices sent pursuant to this Licence shall be in writing, signed by the party or the representative of the party giving notice, and may be delivered by pre-paid post, by hand delivery or by electronic transmission to the email address of the Party's representatives set out in Item 1A and 1B of the Schedule.
- (b) Notices shall be deemed to be received:
  - (i) in the case of delivery by pre-paid post, 5 business days after being deposited in the mail on a business day;
  - (ii) immediately upon delivery by hand on a business day; or
  - (iii) in the case of transmission by email, at the time in the place to which it is sent equivalent to the time shown on the automatic receipt notification received by the Party sending the email.

**22. Miscellaneous**

- (a) Whenever the consent of the Minister is required under this Licence:
  - (i) that consent may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine; and
  - (ii) the Minister is not required to provide a reason for giving or refusing consent.
- (b) Notwithstanding any other provision of this Licence, the Licensee acknowledge that the Licensor is a local government established by the *Local Government Act 1995*, and in that capacity, the Licensor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Licensor shall not be taken to be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Licence fetter the Licensor in performing its statutory obligations or exercising any discretion.
- (c) The rights, powers and remedies in this Licence are in addition to and not exclusive of the rights, powers and remedies existing at law or in equity.

- (d) The Parties agree that Part 1F of the *Civil Liability Act 2002* (WA) is excluded and does not apply to the Parties' liability under this Licence.
- (e) This Licence is governed by the laws of the State of Western Australia and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

**23. Entire Agreement**

This Licence constitutes the entire agreement between the Parties and may only be varied in writing signed by both Parties.

DRAFT

**SCHEDULE****ITEM 1**

1A Licensor's Representative: Property Management Officer  
City of Kwinana, PO Box 21, Kwinana, WA 6966  
Telephone: 9439 0260  
Email: propertymanagement@kwinana.wa.gov.au

1B Licensee's Representative: Club President  
.....  
.....  
Telephone: 0407 985 608  
Email: southerndistrictsbmx@gmail.com

**ITEM 2**

2A Premises: Reserve 23960, being Lot 1087 on Deposited Plan 193847 and being the whole of the land comprised in Certificate of Crown Land Title Volume 3111 Folio 748 together with facilities.

2B Approved Purpose/Use: To conduct competitive BMX (bicycle) sporting events on the existing track and operate a canteen facility in accordance with the requirements of the WA Department of Health, including but not limited to the *Food Act 2008* and other legislation referred to in clause 7.

**ITEM 3**

3A Initial Term: Five (5) years

3B Further Term: Five (5) years

**ITEM 4**

4A Commencement Date: 1 August 2022

4B Expiry Date: 31 July 2027

**ITEM 5**

5A Licence Fee: \$118.00 per annum plus GST payable in advance on the Commencement Date of the Initial Term. On each subsequent anniversary of the Commencement Date of the Initial Term, the Licence Fee will be the then prevailing fees and charges plus GST imposed by the Council of the City of Kwinana at that time as set out in its Schedule of Fees and Charges.

The Licensor will provide the Licensee with a Tax Invoice for the Licence Fee that will be due and payable within 30 days of the invoice date.

**5B Administration Fee:**

\$492.00 plus GST payable in advance on the Commencement Date of the Initial Term. On each subsequent anniversary of the Commencement Date of the Initial Term, the Administration Fee will be the then prevailing fees and charges plus GST imposed by the Council of the City of Kwinana at that time as set out in its Schedule of Fees and Charges.

The Licensor will provide the Licensee with a Tax Invoice for the Administration Fee that will be due and payable within 30 days of the invoice date.

**ITEM 6****6A Licensee's Responsibilities:**

The Licensee shall at all times during the Initial Term and any Further Term and any period of holding over:

- (1) keep and maintain the Premises in good and tenable repair and condition and in good order and in a clean and hygienic condition, including maintenance of all buildings, facilities and structures on the Premises, including the toilet block and canteen facilities, in accordance with all relevant legislation and in keeping with the amenity standards of the Licensor;
- (2) replace items of equipment and fixtures that need replacing where such need to replace is not due to fair, wear and tear; and
- (3) maintain the BMX track, lighting and all other equipment associated with the club's activities in accordance with the guidelines and requirements issued from time to time by AusCycling (ABN 70 6441 493 510).

The Licensee acknowledges and agrees that AusCycling (ABN 70 6441 493 510) (or a person approved by them), may inspect the Premises on an annual basis, and following their inspection will provide evidence of that inspection to the Licensor.

The Licensee must remove all litter and waste generated in association with the club's activities. Additional bins may be provided by the Licensor on request of the Licensee and with payment of the prescribed fees and charges.

All utility charges including water consumption charges, sewer, electricity, power, gas, telephone charges as applicable are the responsibility of the Licensee and must be paid by the Licensee.



All club activities are to be undertaken between the hours of 9:00am and 8:30pm Sunday to Thursday, and between the hours of 9:00 am and 10:00 pm on Friday and Saturday.

General Public use is available outside of the designated club activities hours.

6B Licensor's Responsibilities:

Maintenance of the grounds including mowing, weed control, tree pruning, fencing, reticulation and bore maintenance.

Provision of one 240L general waste bin and one 240L recyclable bin for use by the general public at no charge.

Additional waste bins and service to be provided to the Licensee by the Licensor.

**SIGNED** on behalf of the **CITY OF KWINANA**  
(13 890 277 321) by a person authorised under  
section 9.49A (4) of the *Local Government Act 1995*:

\_\_\_\_\_  
Signature of Wayne Jack  
Chief Executive Officer

**SIGNED** on behalf of **SOUTHERN DISTRICTS BMX RACEWAY**  
(ABN 73 735 112 429) by persons authorised in accordance  
with Rule 65 of the association:

\_\_\_\_\_  
Signature of Committee Member

\_\_\_\_\_  
Signature of Committee Member

\_\_\_\_\_  
Name of Committee Member

\_\_\_\_\_  
Name of Committee Member

\_\_\_\_\_  
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\_\_\_\_\_  
Address of Committee Member

\_\_\_\_\_  
Address of Committee Member

### 18.3 MONTHLY FINANCIAL REPORT JUNE 2022

#### SUMMARY

The Monthly Financial Report, which includes the Monthly Statement of Financial Activity and explanation of material variances, for the period ended 30 June 2022 has been prepared for Council acceptance.

#### OFFICER RECOMMENDATION

**That Council:**

- 1. Accepts the Monthly Statements of Financial Activity for the period ended 30 June 2022, as detailed in Attachment A; and**
- 2. Accepts the explanations for material variances for the period ended 30 June 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*.

This report is a summary of the financial activities of the City at the reporting date. End of financial year processing continues and adjustments are still being finalised. The 2021/2022 Annual Financial Statements will be finalised and audited by the City's auditors with presentation due to the Audit Committee in December 2022. At this time, the final 2021/2022 result will be determined and any impact on the 2022/2023 Annual Budget will be presented to Council for consideration.

The period of review is June 2022. The current closing municipal surplus for this period is \$4,723,524 (includes carry forward projects, grants in advance and pre-payment of Federal Assistance Grants) compared to a budget position of nil surplus. This is considered a satisfactory result for the City as it is maintaining a healthy budget surplus position. Final end of year Reserve transfers and other adjustments may have an impact on this surplus to be reported in the Annual Financial Statement.

The City's cash balances are tracking well with a positive unrestricted cash balance as at 30 June of \$9,406,995.

Income for the June 2022 period year to date is \$69,803,431. This is made up of \$65,224,720 in operating revenues and \$4,578,711 in non-operating grants, contributions and subsidies received and proceeds from other investing activities. The current budget estimated \$84,994,857 would be received for the same period. The variance to budget is \$15,191,426.

Expenditure for the June 2022 period year to date is \$86,686,766. This is made up of \$70,367,889 in operating expenditure and \$16,318,877 in capital expenditure. The budget estimated \$107,368,364 would be spent for the same period. The variance to budget is \$20,681,598 predominantly due to capital works funded by Developer Contributions not carried out in the 2020/2021 financial year.

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. Monthly Financial Report June 2022 [↓](#)





# Monthly Financial Report

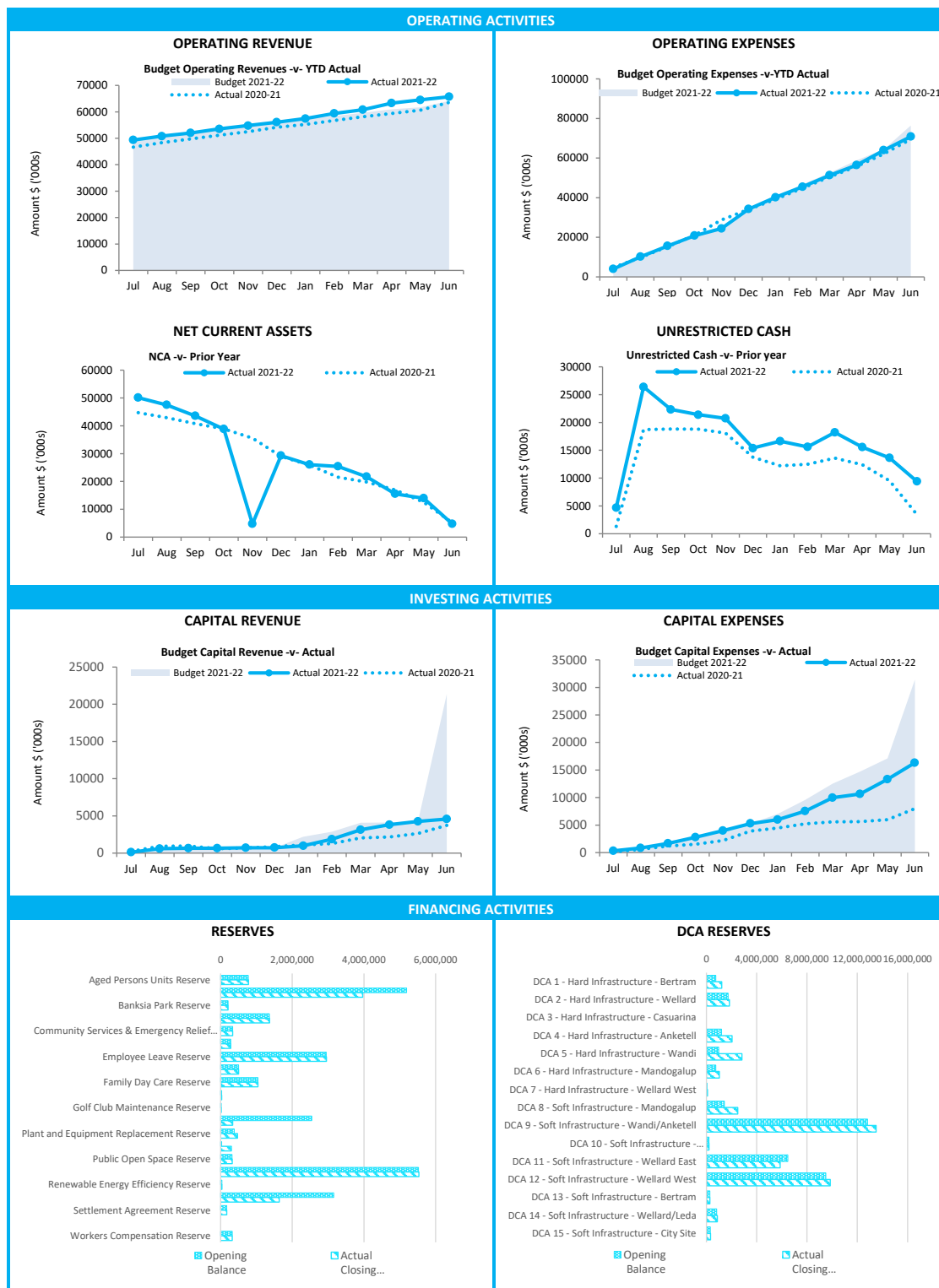


**CITY OF KWINANA****MONTHLY FINANCIAL REPORT  
(Containing the Statement of Financial Activity)  
For the period ending 30 June 2022****LOCAL GOVERNMENT ACT 1995  
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996****TABLE OF CONTENTS**

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**MONTHLY FINANCIAL REPORT  
FOR THE PERIOD ENDED 30 JUNE 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 30 JUNE 2022**

**EXECUTIVE SUMMARY**

Funding surplus / (deficit) Components				
Funding surplus / (deficit)				
	Current Budget	YTD Current Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$3.37 M	\$3.37 M	\$3.37 M	(\$0.00 M)
Closing	\$0.00 M	(\$0.00 M)	\$4.72 M	\$4.72 M
Refer to Statement of Financial Activity				
Cash and cash equivalents		Payables		Receivables
	\$72.46 M	% of total	\$6.53 M	\$3.58 M
Unrestricted Cash	\$9.41 M	13.0%	Trade Payables	\$2.74 M
Restricted Cash	\$63.05 M	87.0%	Bonds & Deposits Held	\$0.84 M
Refer to Note 3 - Cash and Financial Assets		Other Payables	\$1.22 M	Refer to Note 4 - Receivables
Key Operating Activities				
Amount attributable to operating activities				
Current Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	
\$3.84 M	\$3.84 M	\$8.99 M	\$5.16 M	
Refer to Statement of Financial Activity				
Rates Revenue		Operating Grants and Contributions		Fees and Charges
YTD Actual	\$42.85 M	% Variance	YTD Actual	\$7.33 M
YTD Budget	\$42.86 M	(0.0%)	YTD Budget	\$6.49 M
Refer to Statement of Financial Activity		Refer to Note 9 - Operating Grants and Contributions		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)	(\$13.30 M)	(\$4.74 M)	\$8.55 M	
Refer to Statement of Financial Activity				
Proceeds on sale		Asset Acquisition		Capital Grants
YTD Actual	\$0.59 M	% Received	YTD Actual	\$16.32 M
YTD Budget	\$1.14 M		Current Budget	\$31.41 M
Current Budget	\$1.14 M	52.1%	Adopted Budget	\$26.23 M
Refer to Note 5 - Disposal of Assets		Refer to Note 6 - Capital Acquisition		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	\$6.09 M	(\$2.90 M)	(\$8.99 M)	
Refer to Statement of Financial Activity				
Borrowings		Reserves		Lease Liability
Principal repayments	\$4.60 M	Reserves balance	\$20.61 M	Principal repayments
Interest expense	\$0.84 M	DCA Reserve Balance	\$42.40 M	Interest expense
Principal due	\$16.29 M	Interest earned	\$0.13 M	Principal due
Refer to Note 7 - Borrowings		Refer to Note 8 - Cash Reserves		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 30 JUNE 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.
		\$		\$	\$	\$	%	
<b>Opening funding surplus / (deficit)</b>		500,000	3,374,335	3,374,335	<b>3,374,334</b>	(1)	(0.0%)	
<b>Revenue from operating activities</b>								
Rates	5	42,663,528	42,863,528	42,863,528	<b>42,851,850</b>	(11,678)	(0.0%)	
Operating grants, subsidies and contributions	9	7,101,622	6,489,892	6,489,892	<b>7,330,133</b>	840,241	12.9%	▲
Fees and charges		13,077,409	13,289,338	13,289,338	<b>13,214,950</b>	(74,388)	(0.6%)	
Interest earnings		694,600	741,219	741,219	<b>646,516</b>	(94,703)	(12.8%)	▼
Other revenue		448,580	196,037	196,037	<b>1,003,512</b>	807,475	411.9%	▲
Profit on disposal of assets	5	1,767	63,665	63,665	<b>177,759</b>	114,094	179.2%	▲
		<b>63,987,506</b>	<b>63,643,679</b>	<b>63,643,679</b>	<b>65,224,720</b>	1,581,041		
<b>Expenditure from operating activities</b>								
Employee costs		(27,892,254)	(28,354,939)	(28,354,939)	<b>(27,821,205)</b>	533,734	1.9%	
Materials and contracts		(26,127,651)	(27,116,407)	(27,116,407)	<b>(24,165,701)</b>	2,950,706	10.9%	▲
Utility charges		(2,712,312)	(2,719,541)	(2,719,541)	<b>(2,423,040)</b>	296,501	10.9%	▲
Depreciation on non-current assets		(16,305,054)	(16,235,696)	(16,235,696)	<b>(14,415,096)</b>	1,820,600	11.2%	▲
Interest expenses		(834,101)	(845,036)	(845,036)	<b>(849,067)</b>	(4,031)	(0.5%)	
Insurance expenses		(613,769)	(593,416)	(593,416)	<b>(635,896)</b>	(42,480)	(7.2%)	
Other expenditure		(363,550)	(63,164)	(63,164)	<b>(56,651)</b>	6,513	10.3%	
Loss on disposal of assets	5	(37,879)	(34,152)	(34,152)	<b>(1,234)</b>	32,918	96.4%	
		<b>(74,886,570)</b>	<b>(75,962,351)</b>	<b>(75,962,351)</b>	<b>(70,367,889)</b>	5,594,462		
Non-cash amounts excluded from operating activities	2	16,317,966	16,154,021	16,154,021	<b>14,136,831</b>	(2,017,190)	(12.5%)	▼
<b>Amount attributable to operating activities</b>		<b>5,418,902</b>	<b>3,835,349</b>	<b>3,835,349</b>	<b>8,993,662</b>	5,158,313		
<b>Investing activities</b>								
Grants, Subsidies and Contributions	10	17,515,755	20,209,166	20,209,166	<b>3,983,955</b>	(16,225,211)	(80.3%)	
Proceeds from disposal of assets	5	943,425	1,142,012	1,142,012	<b>594,756</b>	(547,256)	(47.9%)	
Self-Supporting Loan Principal Received	7	17,847	17,847	17,847	<b>19,371</b>	1,524	8.5%	
Payments for property, plant and equipment	6	(26,229,317)	(31,406,013)	(31,406,013)	<b>(16,318,877)</b>	15,087,136	48.0%	▲
		<b>(7,752,290)</b>	<b>(10,036,988)</b>	<b>(10,036,988)</b>	<b>(11,720,795)</b>	(1,683,807)		
Non-cash amounts excluded from investing activities	2	(2,880,331)	(3,258,883)	(3,258,883)	<b>6,976,937</b>	10,235,819	314.1%	
<b>Amount attributable to investing activities</b>		<b>(10,632,621)</b>	<b>(13,295,871)</b>	<b>(13,295,871)</b>	<b>(4,743,859)</b>	8,552,012		
<b>Financing Activities</b>								
Proceeds from new debentures	7	2,500,000	2,500,000	2,500,000	<b>2,500,000</b>	0	0.0%	
Repayment of debentures	7	(4,601,930)	(4,601,150)	(4,601,150)	<b>(4,601,151)</b>	(1)	(0.0%)	
Payments for principal portion of lease liabilities		(176,055)	(176,055)	(176,055)	<b>(166,731)</b>	9,324	5.3%	
Transfer from reserves	8	21,810,003	24,861,208	24,861,208	<b>6,660,482</b>	(18,200,726)	73.2%	
Transfer to reserves	8	(14,818,299)	(16,497,817)	(16,497,817)	<b>(7,293,213)</b>	9,204,604	55.8%	▲
<b>Amount attributable to financing activities</b>		<b>4,713,719</b>	<b>6,086,186</b>	<b>6,086,186</b>	<b>(2,900,613)</b>	(8,986,799)		
<b>Closing funding surplus / (deficit)</b>		<b>0</b>	<b>0</b>	<b>(0)</b>	<b>4,723,524</b>	4,723,524		

**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 30 JUNE 2022**

		Closing 30 June 2021	Current Month 30 June 2022	This Time Last Year 30 June 2021
	NOTE	\$	\$	\$
<b>CURRENT ASSETS</b>				
Cash and cash equivalents	8	6,968,593	10,482,138	6,968,593
Other financial assets - Term Deposits	8	59,711,623	61,940,407	59,711,623
Other financial assets - Banksia Park Deferred Mgmt Fees		212,269	212,269	212,269
Other financial assets - Self Supporting Loans		17,847	17,847	17,847
Rates receivable	4	3,471,676	2,591,472	3,471,676
Other receivables (incl. allowance for impairment)	4	2,246,269	1,056,716	2,246,269
Inventories		0	0	0
Other assets		944,913	658,242	944,913
Assets classified as held for sale		498,000	498,000	498,000
<b>TOTAL CURRENT ASSETS</b>		<b>74,071,190</b>	<b>77,457,091</b>	<b>74,071,190</b>
<b>NON-CURRENT ASSETS</b>				
Trade and other receivables		846,399	907,498	846,399
Other financial assets - Banksia Park Deferred Mgmt Fees		3,576,482	3,576,482	3,576,482
Other financial assets - Local Govt House Trust		129,162	129,162	129,162
Other financial assets - Self Supporting Loans		214,857	195,486	214,857
Investment in associate (SMRC)		535,835	535,835	535,835
Property, plant and equipment		137,838,654	138,925,637	137,838,654
Infrastructure		366,067,322	363,608,939	366,067,322
Investment property		570,000	570,000	570,000
Intangible assets		1,851,061	4,869,894	1,851,061
Right of use assets		566,185	404,303	566,185
<b>TOTAL NON-CURRENT ASSETS</b>		<b>512,195,956</b>	<b>513,723,235</b>	<b>512,195,956</b>
<b>TOTAL ASSETS</b>		<b>586,267,146</b>	<b>591,180,326</b>	<b>586,267,146</b>
<b>CURRENT LIABILITIES</b>				
Trade and other payables		6,341,995	6,525,430	6,341,995
Banksia Park Unit Contributions		16,733,635	16,733,635	16,733,635
Contract and other liabilities	9 & 10	6,429,920	7,339,396	6,429,920
Lease liabilities		174,595	7,864	174,595
Borrowings	7	2,537,530	2,537,530	2,537,530
Employee related provisions		5,706,854	5,775,419	5,706,854
<b>TOTAL CURRENT LIABILITIES</b>		<b>37,924,528</b>	<b>38,919,273</b>	<b>37,924,528</b>
<b>NON-CURRENT LIABILITIES</b>				
Other liabilities (Developer Contributions)	10	28,097,678	35,276,479	28,097,678
Lease liabilities		371,179	371,179	371,179
Borrowings	7	15,851,996	13,750,845	15,851,996
Employee related provisions		445,000	445,000	445,000
<b>TOTAL NON-CURRENT LIABILITIES</b>		<b>44,765,853</b>	<b>49,843,503</b>	<b>44,765,853</b>
<b>TOTAL LIABILITIES</b>		<b>82,690,382</b>	<b>88,762,777</b>	<b>82,690,382</b>
<b>NET ASSETS</b>		<b>503,576,764</b>	<b>502,417,550</b>	<b>503,576,764</b>
<b>EQUITY</b>				
Retained surplus		213,378,678	211,586,733	213,378,678
Reserves - cash/financial asset backed	8	62,382,819	63,015,550	62,382,819
Revaluation surplus		227,815,267	227,815,267	227,815,267
<b>TOTAL EQUITY</b>		<b>503,576,764</b>	<b>502,417,550</b>	<b>503,576,764</b>

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 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
	\$	%		
<b>Revenue from operating activities</b>				
Rates	(11,678)	(0%)	No Material Variance	
Operating Grants, Subsidies and Contributions	840,241	13%	▲ Timing	\$1.3m Financial Assistance Grants received April 2022 for 2022/2023 financial year. Revenue recognition for end of financial year to be completed as part of end of year adjustments.
Fees and Charges	(74,388)	(1%)	No Material Variance	
Interest Earnings	(94,703)	(13%)	▼ Permanent	Interest rates were lower than budgeted expectations.
Other Revenue	807,475	412%	▲ Permanent	Long Service, Paid Parental leave and Insurance reimbursements.
Profit on Disposal of Assets	114,094	179%	▲ Permanent	Sales proceeds has exceeded budgeted expectations.
<b>Expenditure from operating activities</b>				
Employee Costs	533,734	2%	No Material Variance	
Materials and Contracts	2,950,706	11%	▲ Permanent/Timing	\$572k Timing of payment of Family Day Care and In Home Child Care benefits, partially offset by lower Child Care Benefit contributions received. \$438k Mainstream Waste invoicing, potential savings after end of year adjustments. \$205k Building, Parks and Infrastructure Maintenance, potential savings after end of year adjustments. \$151k DCA Administration, potential savings after end of year adjustments. \$119k Community projects, potential savings after end of year adjustments. \$112k Bush fire mitigation works, potential savings after end of year adjustments.
Utility Charges	296,501	11%	▲ Timing	\$123k Street Lighting account received July, budgeted for June 2022 - to be accrued back to June as part of end of year adjustments.
Depreciation on Non-Current Assets	1,820,600	11%	▲ Timing	Depreciation for June still to be processed as part of end of year adjustments.
Interest Expenses	(4,031)	(0%)	No Material Variance	
Insurance Expenses	(42,480)	(7%)	Timing	\$42k Kwinana Village insurances paid in advance, will be transferred to prepayments.
Other Expenditure	6,513	10%	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	32,918	96%	Permanent	Sales proceeds has exceeded budgeted expectations.
<b>Investing activities</b>				
Non-Operating Grants, Subsidies and Contributions	(16,225,211)	(80%)	Timing	Revenue recognition for end of financial year to be completed as part of end of year adjustments.
Proceeds from disposal of assets	(547,256)	(48%)	Timing	\$517k Sale of land budgeted but not sold.
Self-Supporting Loan Principal	1,524	9%	No Material Variance	
Purchase of Right of Use assets	0	0%	No Material Variance	
Payments for property, plant and equipment	15,087,136	48%	▲ Timing	Refer note 6.
<b>Financing activities</b>				
Proceeds from new debentures	0	0%	No Material Variance	
Repayment of debentures	(1)	(0%)	No Material Variance	
Payments for principal portion of lease liabilities	9,324	5%	No Material Variance	
Transfer from reserves	(18,200,726)	73%	Timing	Timing of reserve transfers based on project expenditure.
Transfer to reserves	9,204,604	56%	▲ Permanent	Receipt of Developer Contributions transferred to Reserve.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 2022**

**NOTE 2  
NET CURRENT FUNDING POSITION**

	Notes	Last Years Closing 30 June 2021	This Time Last Year 30 June 2021	YTD Actual 30 June 2022
		\$	\$	\$
<b>(a) Non-cash items excluded from operating activities</b>				
The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.				
<b>Non-cash items excluded from operating activities</b>				
<b>Adjustments to operating activities</b>				
Less: Profit on asset disposals	5	(70,922)	(70,922)	(177,759)
Less: Share of net profit of associates and joint ventures accounted for using the equity method		(20,980)	(20,980)	-
Less: Movement in pensioner deferred rates (non-current)		(86,273)	(86,273)	(61,099)
Movement in employee benefit provisions		235,714	235,714	68,565
Add: Loss on asset disposals		13,332	13,332	1,234
Mvmt in Local Govt House Trust		(4,525)	(4,525)	-
Add: Depreciation on assets		16,091,943	16,091,943	14,415,096
Mvmt in operating contract liabilities associated with restricted cash		(84,825)	(84,825)	(109,205)
Mvmt in Banksia Park deferred management fees receivable		(284,589)	(284,589)	-
Mvmt in Banksia Park valuation of unit contribution		(241,715)	(241,715)	(0)
Rounding adjustment prior year closing		-	-	-
<b>Total non-cash items excluded from operating activities</b>		<b>15,547,160</b>	<b>15,547,160</b>	<b>14,136,831</b>
Mvmt in non-operating liabilities (non-current)		11,144,052	11,144,052	7,178,800
Mvmt in non-operating liabilities associated with restricted cash		(5,011,207)	(5,011,207)	(201,864)
<b>Total non-cash items excluded from investing activities</b>		<b>6,132,845</b>	<b>6,132,845</b>	<b>6,976,937</b>
<b>Total Non-cash items</b>		<b>21,680,005</b>	<b>21,680,005</b>	<b>21,113,768</b>

**(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.

<b>Adjustments to net current assets</b>				
Less: Reserves - restricted cash		(62,382,819)	(62,382,819)	(63,015,550)
Less: Financial assets at amortised cost - self supporting loans		(17,847)	(17,847)	(17,847)
Less: Banksia Park DMF Recievable		(212,269)	(212,269)	(212,269)
Less: Land held for resale		(498,000)	(498,000)	(498,000)
Add: Borrowings		2,537,530	2,537,530	2,537,530
Add: Provisions - employee		5,706,854	5,706,854	5,775,419
Add: Current portion of contract and other liability held in reserve		5,185,994	5,185,994	4,874,925
Add: Lease liabilities		174,595	174,595	7,864
Add: Banksia Park Unit Contributions		16,733,635	16,733,635	16,733,635
<b>Total adjustments to net current assets</b>		<b>(32,772,328)</b>	<b>(32,772,328)</b>	<b>(33,814,293)</b>

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

<b>Current assets</b>	74,071,190	74,071,190	77,457,091
<b>Less: Current liabilities</b>	(37,924,528)	(37,924,528)	(38,919,273)
<b>Less: Total adjustments to net current assets</b>	<b>(32,772,328)</b>	<b>(32,772,328)</b>	<b>(33,814,293)</b>
<b>Closing funding surplus / (deficit)</b>	<b>3,374,334</b>	<b>3,374,334</b>	<b>4,723,524</b>

**CURRENT AND NON-CURRENT CLASSIFICATION**

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



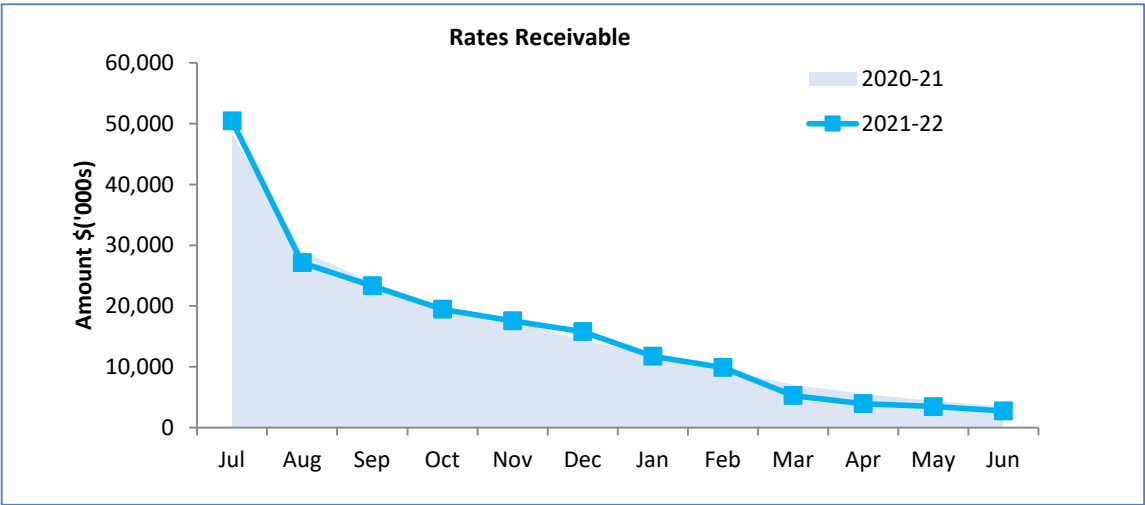
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 2022

OPERATING ACTIVITIES  
NOTE 3  
CASH AND FINANCIAL ASSETS

Description	Unrestricted	Restricted	Trust	Total Cash	Interest Rate	Institution	S&P Rating	Maturity Date	Days
	\$	\$	\$	\$					
<strong>Cash on hand</strong>									
CBA Municipal Bank Account	1,882,028	1,075,143		2,957,171	Variable	CBA	AA		
CBA Online Saver Bank Account	7,521,397			7,521,397	0.20%	CBA	AA		
CBA Trust Bank Account			35,407	35,407	N/A	CBA	AA		
Cash On Hand - Petty Cash	3,570			3,570	N/A	PC	N/A		
<strong>Reserve Funds Investments (Cash Backed Reserves)</strong>									
Refuse Reserve		5,483,981		5,483,981	0.33%	NAB	AA	Jul 2022	147
Golf Club Maintenance Reserve		8,923		8,923	0.60%	BEN	AAA	Jul 2022	120
Golf Course Cottage Reserve		29,634		29,634	0.60%	BEN	AAA	Jul 2022	120
Employee Vacancy Reserve		503,961		503,961	0.60%	BEN	AAA	Jul 2022	120
CLAG Reserve		279,466		279,466	0.58%	SUN	A	Jul 2022	119
Workers Compensation Reserve		551,863		551,863	0.58%	SUN	A	Jul 2022	119
Settlement Agreement Reserve		169,110		169,110	0.58%	SUN	A	Jul 2022	119
Public Art Reserve		299,976		299,976	0.58%	SUN	A	Jul 2022	119
City Infrastructure Reserve		1,364,310		1,364,310	1.01%	SUN	A	Jul 2022	89
Asset Management Reserve		3,974,753		3,974,753	1.35%	NAB	AA	Aug 2022	91
Plant and Equipment Replacement Reserve		470,364		470,364	1.35%	NAB	AA	Aug 2022	91
Employee Leave Reserve		2,955,676		2,955,676	1.61%	CBA	AA	Aug 2022	93
Public Open Space Reserve		321,591		321,591	1.61%	CBA	AA	Aug 2022	93
Comm. Serv. & Emergency Relief Reserve (incl. Covid \$250k)		334,863		334,863	1.50%	NAB	AA	Aug 2022	91
Information Technology Reserve		1,120,635		1,120,635	0.30%	SUN	A	Oct 2022	126
Family Day Care Reserve		1,188,690		1,188,690	0.40%	SUN	A	Oct 2022	126
APU Reserve		782,759		782,759	0.40%	SUN	A	Oct 2022	126
BP Reserve		225,936		225,936	0.40%	SUN	A	Oct 2022	126
Renewable Energy Efficiency Reserve		51,050		51,050	0.40%	SUN	A	Oct 2022	126
<strong>Reserve Funds Investments (Developer Contributions)</strong>									
DCA - 4 Hard Infrastructure - Anketell		2,043,735		2,043,735	1.75%	NAB	AA	Sep 2022	93
DCA 5 - Hard Infrastructure - Wandi		2,827,178		2,827,178	1.70%	BEN	AAA	Sep 2022	93
DCA 7 - Hard Infra Mandogalup		84,264		84,264	1.75%	NAB	AA	Sep 2022	93
DCA 8 - Soft Infrastructure - Mandogalup		2,494,863		2,494,863	1.75%	NAB	AA	Sep 2022	93
DCA 9 - Soft Infrastructure - Wandi/Anketell		12,639,749		12,639,749	1.75%	NAB	AA	Sep 2022	93
DCA 10 - Soft Infrastructure - Casuarina/Anketell		197,812		197,812	1.75%	NAB	AA	Sep 2022	93
DCA 13 - Soft Infrastructure - Bertram		269,875		269,875	1.75%	NAB	AA	Sep 2022	93
DCA 14 - Soft Infrastructure - Wellard/Leda		870,753		870,753	1.75%	NAB	AA	Sep 2022	93
DCA 15 - Soft Infrastructure - Townsite		336,167		336,167	1.70%	BEN	AAA	Sep 2022	93
DCA 1 - Hard Infrastructure - Bertram		1,019,427		1,019,427	2.65%	CBA	AAA	Oct 2022	122
DCA 2 - Hard Infrastructure - Wellard		1,836,835		1,836,835	2.65%	CBA	AAA	Oct 2022	122
DCA 6 - Hard Infrastructure - Mandogalup		1,466,847		1,466,847	2.65%	CBA	AAA	Oct 2022	122
DCA 11 - Soft Infrastructure - Wellard East		5,876,801		5,876,801	2.50%	BEN	AAA	Oct 2022	122
DCA 12 - Soft Infrastructure - Wellard West		9,858,559		9,858,559	2.50%	BEN	AAA	Oct 2022	122
<strong>Total</strong>	<strong>9,406,995</strong>	<strong>63,015,550</strong>	<strong>35,407</strong>	<strong>72,457,951</strong>	<strong>1.71% weighted average interest rate</strong>				
	13%	87%	0.0%						
<strong>Comprising</strong>									
Cash and cash equivalents (Exclude Trust)	9,406,995	2,439,453	0	11,846,448					
Financial assets at amortised cost	0	60,576,097	0	60,576,097					
Trust	0	0	35,407	35,407					
	<strong>9,406,995</strong>	<strong>63,015,550</strong>	<strong>35,407</strong>	<strong>72,457,951</strong>					
<strong>KEY INFORMATION</strong>									
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.									
<strong>Note 3(b): Cash and Investments - Compliance with Investment Policy</strong>									
<strong>Portfolio Credit Risk</strong>	<strong>Funds Held</strong>	<strong>Actual at Period End</strong>	<strong>Limit per Policy</strong>						
AAA & Bendigo Bank Kwinana Community Branch	23,764,332	33%	100%	✓					
AA	42,656,253	59%	100%	✓					
A	6,033,795	8%	60%	✓					
BBB	-	0%	20%	✓					
Unrated	3,570	0%	20%	✓					
<strong>Counterparty Credit Risk</strong>	<strong>Funds Held</strong>	<strong>Actual at Period End</strong>	<strong>Limit per Policy</strong>						
BEN (AAA)	19,441,222	27%	45%	✓					
NAB (AA)	28,865,012	40%	45%	✓					
CBA (AA)	18,114,352	25%	45%	✓					
SUN (A)	6,033,795	8%	45%	✓					
WBC (AA)	-	0%	45%	✓					

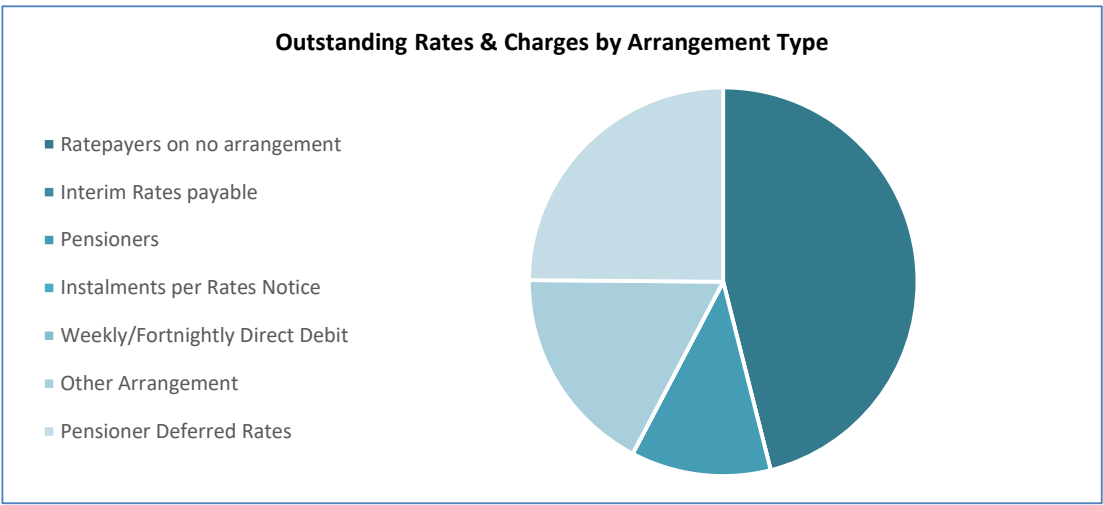
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 2022

Rates receivable	30 June 2021	30 June 2021	30 Jun 2022
	\$		\$
Opening arrears previous years	3,148,533	3,148,533	3,262,814
Levied this year	52,278,031	52,278,031	55,081,277
<b>Rates &amp; Charges to be collected</b>	<b>55,426,565</b>	<b>55,426,565</b>	<b>58,344,091</b>
Less Collections to date	(51,108,490)	(51,108,490)	(54,694,261)
Less Pensioner Deferred Rates	(846,399)	(846,399)	(907,498)
<b>Net Rates &amp; Charges Collectable</b>	<b>3,471,676</b>	<b>3,471,676</b>	<b>2,742,332</b>
% Outstanding	6.26%	6.26%	4.70%
<u>Prepaid</u> Rates received (not included above)	(1,055,273)	(1,055,273)	(1,141,077)
	4.36%	4.36%	2.74%



OPERATING ACTIVITIES  
NOTE 4  
RECEIVABLES

Outstanding Rates & Charges by Payment Arrangement Type	30 Jun 2022		
	No. of Assessments	\$	%
Ratepayers on no arrangement	1,172	1,681,338	46%
Interim Rates payable	0	0	0%
Pensioners	0	425,017	12%
Instalments per Rates Notice	0	0	0%
Weekly/Fortnightly Direct Debit	0	0	0%
Other Arrangement	220	635,977	17%
	<b>1,392</b>	<b>2,742,332</b>	<b>75%</b>
Pensioner Deferred Rates	258	907,498	25%
	<b>1,650</b>	<b>3,649,830</b>	<b>100%</b>

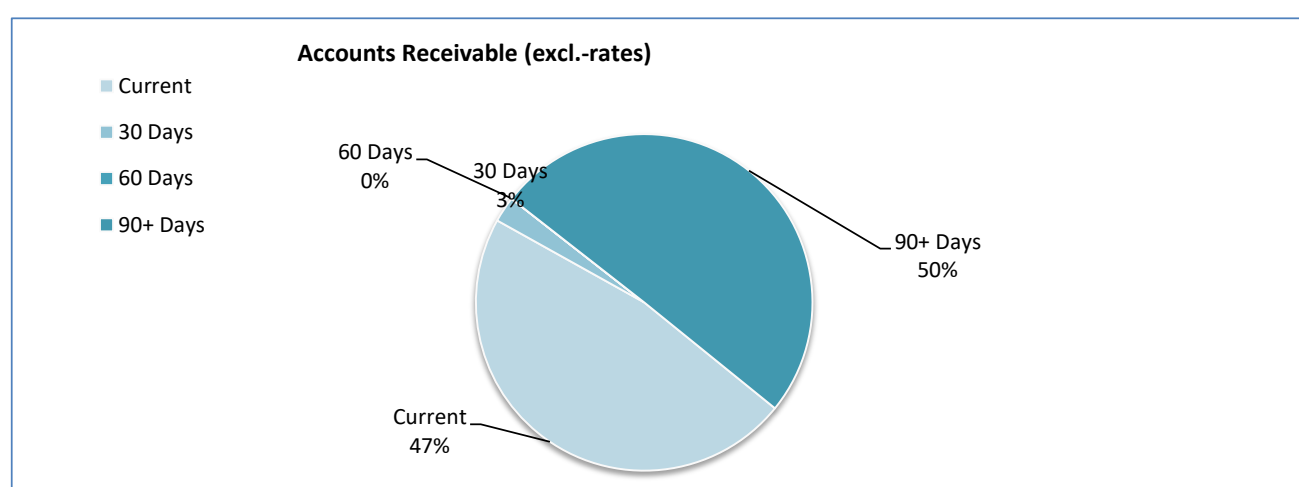


**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 2022**

**OPERATING ACTIVITIES  
NOTE 4  
RECEIVABLES**

<b>Receivables - general</b>	<b>Current</b>	<b>30 Days</b>	<b>60 Days</b>	<b>90+ Days</b>	<b>Total</b>
<i>Amounts shown below include GST (where applicable)</i>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Sundry receivable	388,083	19,073	(390)	198,172	604,938
Infringements Register	1,865	1,245	350	216,685	220,146
<b>Total sundry receivables outstanding</b>	<b>389,948</b>	<b>20,318</b>	<b>(40)</b>	<b>414,858</b>	<b>825,084</b>
<i>Exclude rebates receivable</i>	47%	2%	0%	50%	
Rebates receivable - Rates	12,593	0	0	0	12,593
Rebates receivable - ESL	370	0	0	0	370
<b>Total general receivables outstanding</b>	<b>402,911</b>	<b>20,318</b>	<b>(40)</b>	<b>414,858</b>	<b>838,047</b>

*Note: 60day debtor includes \$1.2m Developer Contribution - payment to be received upon Project Completion.*



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

<b>Description</b>	<b>Debtor #</b>	<b>Status</b>	<b>\$</b>
<b>Sundry Debts with Fines Enforcement Registry (FER)</b>			
Prosecution Dog Act 1976	2442.07	Registered with FER. Regular payments being received.	3,331
Prosecution Planning & Development Act	2549.07	Registered with FER. Regular payments being received.	1,768
Prosecution Planning & Development Act	3859.07	Registered with FER. Regular payments being received.	10,075
Prosecution Local Government Act 1995	3909.07	Registered with FER.	3,652
Prosecution Local Law Fencing	4233.07	Registered with FER.	2,500
Prosecution Local Law Urban Environment	4275.07	Registered with FER.	13,734
Nuisance - Disrepair Vehicle			
Prosecution Dog Act 1976	4387.07	Registered with FER.	10,200
Prosecution Dog Act 1976	4465.07	Registered with FER. Regular payments being received.	3,150
Prosecution Planning & Development Act	4467.07	Registered with FER. Regular payments being received.	6,665
Prosecution Dog Act 1976	4610.07	Registered with FER. Regular payments being received.	25,548
Prosecution Dog Act 1976	4741.07	Registered with FER. Regular payments being received.	2,050
Prosecution Planning & Development Act	4885.07	Registered with FER. Regular payments being received.	18,096
Prosecution Parking Act	5152.07	Registered with FER.	5,250
Prosecution Dog Act 1976	5285.07	Registered with FER. Regular payments being received.	1,107
Prosecution Building Act	5321.07	Registered with FER. Regular payments being received.	2,027
Prosecution Planning & Development Act	5325.07	Registered with FER.	38,463
Prosecution Building Act 2011	5474.07	Registered with FER. Regular payments being received.	32,584
Prosecution Dog Act 1976	5537.07	Registered with FER. Regular payments being received.	6,538
			<b>186,738</b>
<b>Other Sundry Debtors</b>			
Local Government Act 1995 abandoned vehicle	3884.03	Defaulted Payment arrangement.	1,155
Private works - dangerous tree removal.	5959.06	On approved payment plan by direct debit	2,500
<b>Total Debtors 90+ days &gt; \$1,000</b>			<b>190,393</b>

**KEY INFORMATION**

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 2022

OPERATING ACTIVITIES  
NOTE 5  
DISPOSAL OF ASSETS

	Current Budget				YTD Actual				
Asset description	Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)	Comment
	\$	\$	\$	\$	\$	\$	\$	\$	
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	19,800	32,775	12,975	0	
Plant Replacement P512	20,000	20,000	0	0	20,000	30,275	10,275	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	29,091	29,091	0	(0)	
Plant Replacement P524	22,825	22,825	0	0	22,825	28,182	5,357	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	26,152	29,905	3,753	0	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	106	1,335	1,229	0	
Plant Replacement P419	3,080	1,000	0	(2,080)	1,385	3,521	2,137	0	
Plant Replacement P441	10,000	10,000	0	0	10,000	13,039	3,039	0	
Plant Replacement P442	33,273	25,000	0	(8,273)	0	0	0	0	
Plant Replacement P503	9,934	8,700	0	(1,234)	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	3,521	1,521	0	2,000	3,521	1,521	0	cfwd from FY21.
Plant Replacement P351 Mitsubishi Canter Tip Truck	25,000	29,639	4,639	0	25,000	29,639	4,639	0	cfwd from FY21.
Plant Replacement P223 Volvo Loader L70	50,000	87,462	37,462	0	50,000	87,462	37,462	0	cfwd from FY21.
Plant Replacement P557	26,288	35,810	9,523	0	26,288	35,810	9,523	0	cfwd from FY21.
Plant Replacement P228	3,000	6,000	3,000	0	3,000	4,004	1,004	0	
Plant Replacement P331	4,000	6,000	2,000	0	4,000	4,754	754	0	
Plant Replacement P155	0	0	0	0	27,711	49,091	21,380	0	DFES Exchange
Plant Replacement P156	0	0	0	0	28,747	50,909	22,162	0	DFES Exchange
Plant Replacement P198	0	0	0	0	29,786	38,000	8,214	0	DFES Exchange
Land									
Moombaki	517,000	517,000	0	0	0	0	0	0	
	1,112,500	1,142,012	63,665	(34,152)	418,231	594,756	177,759	(1,234)	
			Net Profit/(Loss)	29,513			Net Profit/(Loss)	176,525	

















































NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 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	8,348,693	8,348,693	4,604,216	(3,744,477)
Plant, Furniture and Equipment	1,269,300	1,612,570	4,093,151	1,662,247	(2,430,904)
Intangible Assets	1,407,909	2,573,660	93,079	3,012,112	2,919,033
Infrastructure - Roads	13,386,090	13,315,959	13,315,959	3,512,026	(9,803,933)
Infrastructure - Parks & Reserves	1,612,892	2,671,372	2,671,372	1,006,197	(1,665,175)
Infrastructure - Footpaths	1,265,975	1,873,939	1,873,939	1,849,911	(24,028)
Infrastructure - Car Parks	49,717	148,894	148,894	7,090	(141,804)
Infrastructure - Drainage	268,278	623,153	623,153	497,779	(125,374)
Infrastructure - Bus Shelters	29,796	29,796	29,796	23,099	(6,697)
Infrastructure - Street Lights	194,192	207,977	207,977	144,199	(63,778)
<b>Payments for Capital Acquisitions</b>	<b>26,229,317</b>	<b>31,406,013</b>	<b>31,406,013</b>	<b>16,318,877</b>	<b>(15,087,136)</b>
Right of use assets	0	0	0	0	0
<b>Total Capital Acquisitions</b>	<b>26,229,317</b>	<b>31,406,013</b>	<b>31,406,013</b>	<b>16,318,877</b>	<b>(15,087,136)</b>
<b>Capital Acquisitions Funded By:</b>					
	\$	\$	\$	\$	\$
Capital grants and contributions	17,515,755	20,209,166	7,456,909	3,983,955	(3,472,954)
Disposal of Assets	943,425	515,500	1,142,012	478,079	(663,933)
Cash Backed Reserves	8,684,361	21,487,983	21,487,983	5,426,824	(16,061,159)
Municipal Funds	(914,224)	(10,806,636)	1,319,109	6,430,019	5,110,910
<b>Capital funding total</b>	<b>26,229,317</b>	<b>31,406,013</b>	<b>31,406,013</b>	<b>16,318,877</b>	<b>(15,087,136)</b>













































NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 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	90,000	81,105	(8,895)	Works are complete.
	14003	Kwinana South VBFB Station Extensions - Meeting/Training Room,	699,600	1,853,204	1,853,204	526,909	(1,326,295)	Demolition has commenced. Carry forward to 2022/2023.
	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	25,000	0	(25,000)	Work to commence once Kwinana South VBFB Station Extensions (14003) is complete. Carry forward to 2022/2023.
	15002	Administration Building - New / Upgrade	50,000	132,500	132,500	105,255	(27,245)	Additional \$165k carried forward from FY21. Carry forward to 2022/2023.
	15002	Administration Building - Renewal	50,000	132,500	132,500	105,255	(27,245)	Painting completed August, awaiting finalisation of drawings. Carry forward to 2022/2023.
	15004	Building & Parks Contingency	100,000	100,000	100,000	51,738	(48,262)	
	15014	DCA 9 - Local Sports Ground Clubroom - Honeywood	3,718,203	3,718,203	3,718,203	1,944,745	(1,773,458)	Site clearing has commenced. Carry forward to 2022/2023.
	15029	Operations Centre Extension - New / Upgrade	578,947	578,947	578,947	604,243	25,296	Work commenced September 2021. Delayed by a month.
	15029	Operations Centre Extension - Renewal	578,947	578,947	578,947	604,243	25,296	Work commenced September 2021. Delayed by a month.
	15005	Building Renewals - 18 Maydwell Way - window screens	4,988	0	0	0	0	Actuals to be moved to W15010.
	15006	Building Renewals - Administration Building - fire alarm sensors	12,968	12,968	12,968	1,798	(11,170)	
	15008	Building Renewals - asbestos removal Bright Futures	6,983	4,222	4,222	4,222	(0)	Project complete.
	15007	Building Renewals - Administration Building - front counter window tint	5,985	5,985	5,985	3,196	(2,789)	Project complete.
	15010	Building Renewals - 18 Maydwell Way - window screens	12,469	12,469	12,469	832	(11,637)	Carry forward to 2022/2023.
	15012	Building Renewals - Business Incubator - security screens	14,963	14,963	14,963	7,244	(7,720)	
	15013	Building Renewals - Business Incubator - ablutions renovation	24,938	24,938	24,938	3,990	(20,948)	Carry forward to 2022/2023.
	15009	Building Renewals - Bright Futures Family Day Care Office - AC units	7,980	7,980	7,980	380	(7,600)	Carry forward to 2022/2023.
	15015	Building Renewals - John Wellard Community Centre - creche softfall	24,938	24,938	24,938	14,833	(10,105)	Project complete.
	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)	Project complete.
	15037	Building Renewals - Senior Citizens Centre	39,900	39,900	39,900	35,461	(4,439)	Works are in progress.
	15016	Building Renewals - Sloan Heritage House (1950's) - external repairs	14,963	14,963	14,963	12,937	(2,026)	Project complete.
	15017	Building Renewals - Sloan Cottage - renewal and accessibility works	49,875	49,875	49,875	2,375	(47,500)	Building permit awarded, waiting on builder for new schedule. Carry forward to 2022/2023.
	15018	Building Renewals - Smirks Cottage Museum - drainage	9,975	9,975	9,975	7,155	(2,820)	Project complete.
	15019	Building Renewals - Tennis Club	9,975	9,975	9,975	13,350	3,375	Project complete.
	15020	Building Renewals - Wandi Schoolrooms	14,963	14,963	14,963	15,287	324	Project complete.
	15021	Building Renewals - Wheatfield Cottage	49,875	49,875	49,875	32,375	(17,500)	Carry forward to 2022/2023.
	15022	Building Renewals - Koorliny Arts Centre	34,913	34,913	34,913	31,510	(3,403)	Works to commence December 2021.
	15024	Darius Wells Library and Resource Centre - Electrical Works	80,000	80,000	80,000	60,945	(19,056)	LRCI Grant Round 2.
	15025	Darius Wells Library and Resource Centre - Ken Jackman hall flooring	45,000	45,000	45,000	51,403	6,403	LRCI Grant Round 2.
	15026	John Wellard Community Centre - Repair solar panels connection to	10,000	10,000	10,000	3,125	(6,875)	LRCI Grant Round 2.
	15027	Koorliny Community Arts Centre - Air conditioner and exhaust fan	8,500	8,500	8,500	6,000	(2,500)	LRCI Grant Round 2.
	15031	Recquatic Centre - Front Admin east and Reception area - Air Conditioner	67,000	67,000	67,000	64,681	(2,319)	LRCI Grant Round 2.
	15038	Zone Youth Centre - repaint basketball court	30,000	13,950	13,950	13,950	(0)	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	19,420	(580)	LRCI Grant Round 2. Work to commence December2021.
	15032	Recquatic Centre - Stadium Floor Replacement - Insurance claim	38,065	37,785	37,785	37,785	0	
	15036	Animal Care Facility Refurbishment	85,470	85,470	85,470	25,120	(60,350)	Carry forward to 2022/2023.
	15249	Shade Structure - Honeywood Oval - funded by Honeywood Primary School Contribution	0	50,000	50,000	55,368	5,368	Budget Variation 27 October 2021.
	15263	Medina Hall - Main Hall fan replacement - LRCI Round 3 - Project# 11	0	15,000	15,000	0	(15,000)	Carry forward to 2022/2023.
	15264	Recquatic Yoga Room - Office Conversion - LRCI Round 3 - Project# 12	0	20,000	20,000	0	(20,000)	Carry forward to 2022/2023.
	15265	Feilman Building - Level 1, 18 Darius Drive (DFES) - Lighting Upgrade	0	24,000	24,000	20,607	(3,393)	Budget Variation 15 December 2021.
	15399	Medina Hall Air Conditioning	0	50,000	50,000	13,270	(36,730)	Carry forward to 2022/2023.
	15400	Challenger Beach Ablutions	0	150,000	150,000	0	(150,000)	Carry forward to 2022/2023.
	Buildings Total		6,745,168	8,348,693	8,348,693	4,604,216	(3,744,477)	







































NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 2022

INVESTING ACTIVITIES  
NOTE 6  
CAPITAL ACQUISITIONS (CONTINUED)

Capital Expenditure				Adopted Budget	Current Budget	YTD Budget	YTD Actual	YTD Variance	Comments
				\$	\$	\$	\$	\$	
<b>Plant, Furniture and Equipment</b>									
<b>Furniture and Equipment</b>									
	15059	Furniture and Fittings Renewal		20,000	20,000	20,000	28,853	8,853	
	15207	Furniture - Councillors Lounge		0	35,000	35,000	20,437	(14,563)	Carried forward from FY21.
<b>Computing Equipment</b>									
	15042	CFWD City Website Redevelopment		22,909	55,000	55,000	55,375	375	Additional \$23k carry forward from FY21. Budget Variation 15 December 2021.
	15043	OneCouncil Implementation		1,385,000	2,518,660	2,518,660	2,956,736.98	438,077	Go Live planned for July 2022.
	15395	Software Implementation - myOSH - Safety & Health Management framework		0	38,079	38,079	35,120	(2,959)	Budget Variation 27 April 2022.
<b>Plant and Equipment</b>									
	15088	City Assist - Animal Enclosures		12,000	14,468	14,468	15,630	1,162	
	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	25,857	(1,443)	
	15091	Variable Message Sign - Fire & Emergency Services		35,000	35,000	35,000	27,230	(7,770)	
	15190	Plant Replacement P353		4,000	0	0	0	0	Purchase complete. Under \$5k - has been expensed
	15092	Plant Replacement P438		5,000	5,550	5,550	5,486	(64)	Purchase complete.
	15093	Plant Replacement P147		4,500	4,500	4,500	4,077	(423)	Purchase complete. To be moved to operating as under capitalisation threshold.
	15094	Plant Replacement P260		60,000	58,000	58,000	53,700	(4,300)	
	15095	Plant Replacement P263		65,000	0	0	0	0	
	15096	Plant Replacement P446		240,000	266,068	266,068	0	(266,068)	
	15097	Plant Replacement P332		7,500	7,500	7,500	5,820	(1,680)	Purchase complete.
	15098	Plant Replacement P419		36,500	36,500	36,500	31,100	(5,400)	Purchase complete.
	15099	Plant Replacement P441		29,000	29,000	29,000	21,000	(8,000)	
	15100	Plant Replacement P442		100,000	113,000	113,000	0	(113,000)	Budget Variation OCM 15 December 2021.
	15101	Plant Replacement P503		22,000	28,000	28,000	28,000	0	Purchase complete.
	15102	Plant Replacement P530		6,000	6,000	6,000	7,940	1,940	Purchase complete.
	15103	Plant Replacement P531		38,000	38,000	38,000	36,190	(1,810)	
	15104	Plant Replacement P532		6,500	7,544	7,544	6,602	(943)	
	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.
	15377	City Operations - Weed Control Spray Unit - Funded by proceeds from sale of P228 & P331		0	20,000	20,000	19,000	(1,000)	Budget Review March 2022.
	15394	Transfer of Various Fire Vehicles from DFES to City of Kwinana P155, P156 and P198		0	0	0	706,168	706,168	DFES Vehicle exchange only.
<b>Motor Vehicles</b>									
	15107	Plant Replacement P495		41,500	41,500	41,500	0	(41,500)	
	15109	Plant Replacement P502		45,000	39,784	39,784	39,784	(0)	Purchase complete.
	15110	Plant Replacement P512		41,000	43,371	43,371	43,052	(319)	
	15111	Plant Replacement P517		41,500	44,790	44,790	43,728	(1,062)	
	15114	Plant Replacement P522		41,000	46,698	46,698	46,395	(303)	Purchase complete.
	15108	Plant Replacement P519		41,000	41,516	41,516	41,198	(318)	Purchase complete.
	15112	Plant Replacement P524		41,500	41,943	41,943	41,943	0	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	0	0	0	0	Sale only.
	15113	Plant Replacement P523		41,000	45,367	45,367	45,051	(316)	Purchase complete.
	15381	New Vehicle Supervisor Facility Cleaning and Projects (New Plant 649)		0	41,000	41,000	43,654	2,654	Budget Review, moved from W15121.
<b>Plant , Furniture and Equipment Total</b>				<b>2,677,209</b>	<b>4,186,228</b>	<b>4,186,228</b>	<b>4,674,359.38</b>	<b>488,131</b>	

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 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	350,000	0	(350,000)	
	15062	Parks Upgrade Strategy - Ascot Park	160,000	180,000	180,000	171,152	(8,848)	Works programed for January to March.
	15063	Public Open Space/Parks & Reserves Renewals	697,892	500,000	500,000	370,586	(129,414)	
	15064	Streetscape Strategy - Gilmore Ave	150,000	150,000	150,000	146,857	(3,143)	
	15065	Streetscape Strategy - Sulphur Road	70,000	70,000	70,000	62,151	(7,849)	Under design/consultation. Works programmed for June.
	15066	Urban Tree Planting - Sulphur Road	185,000	185,000	185,000	195,386	10,386	Under design/consultation. Works programmed for May/June.
	15221	Calista Oval Bike Track	0	350,000	350,000	0	(350,000)	
	15223	Bird Waterer for administration building grounds	0	5,830	5,830	5,830	0	Carried forward from FY21. Installation complete.
	15256	Honeywood POS - Disability Access - LRCI Round 3 - Project# 4	0	9,440	9,440	12,579	3,139	Project complete.
	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	12,627	6,627	Budget Variation OCM 27 October 2021.
	15259	Softfall Replacements - various non-compliant - LRCI Round 3 - Project# 10	0	60,000	60,000	0	(60,000)	Carry forward to 2022/2023.
	15260	Wellard Oval Lighting Installation - LRCI Round 3 - Project# 9	0	450,000	450,000	14,000	(436,000)	Carry forward to 2022/2023.
	15261	Bertram Oval Cricket Pitch Upgrade - LRCI Round 3 - Project# 13	0	7,000	7,000	0	(7,000)	Carry forward to 2022/2023.
	15262	Kelly Park Soccer Goal Replacements - LRCI Round 3 - Project# 14	0	6,000	6,000	8,182	2,182	Budget Variation OCM 27 October 2021.
	15383	Places for People - Revitalising The Strand in Wellard	0	26,000	26,000	0	(26,000)	Budget Variation OCM 23 March 2022.
	15376	Mini Golf Course Kiosk and Toilets	0	270,000	270,000	0	(270,000)	Budget Review March 2022.
	15396	The Grove Event Site - upgrade infrastructure	0	46,102	46,102	6,848	(39,254)	Carry forward to 2022/2023.
Parks and Reserves Total			1,612,892	2,671,372	2,671,372	1,006,197	(1,665,175)	
Roads								
Urban Road Grant Construction								
	15070	MRRG Road Renewals Gilmore Ave	450,836	447,332	447,332	365,833	(81,499)	Project completed.
	15071	MRRG Road Renewals Wellard Road A	514,640	510,173	510,173	456,113	(54,060)	Project completed.
	15072	MRRG Road Renewals Hope Valley	340,684	336,198	336,198	327,307	(8,892)	Project completed.
	15374	MRRG Road Renewals Wellard Road B	0	382,576	382,576	360,531	(22,045)	Project completed.
	15375	MRRG Road Renewals Mandurah Road	0	249,902	249,902	277,501	27,599	Project completed.
Black Spot Grant Construction								
	15068	Wellard Road & Henley Boulevard Pre-deflection	470,000	71,500	71,500	57,265	(14,235)	Under design/consultation. Budget Variation 13 April 2022.
Roads to Recovery Grant Construction								
	15083	Roads to Recovery Westcott Road	480,000	480,000	480,000	476,578	(3,422)	Project completed.
DCA Funded Construction								
	15069	DCA 3,4 - Thomas Road	9,009,930	9,009,930	9,009,930	0	(9,009,930)	
LRCI Projects								
	15079	LRCI Phase 2 Sicklemore Road	760,000	584,647	584,647	584,647	(0)	Project completed.
	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	53,701	53,701	53,701	0	Project completed.
	15252	Anketell Road - Resealing - LRCI Round 3 - Project# 1	0	100,000	100,000	2,351	(97,649)	Carry forward to 2022/2023.
Municipal Road Construction								
	15073	Road Renewals Hefron Way	275,000	275,000	275,000	274,841	(159)	Project completed. Awaiting outstanding invoices.
	15074	Road Renewals Munday Way	205,000	205,000	205,000	166,614	(38,386)	Project completed. Awaiting outstanding invoices.
	15075	Road Renewals Derbal St	185,000	185,000	185,000	22,488	(162,512)	Works programmed, to be carried forward to 2022/2023.
	15076	Road Renewals Powel Ct	135,000	0	0	0	0	Works programmed, to be carried forward to 2022/2023.
	15077	Road Renewals Inglis Ct	135,000	135,000	135,000	0	(135,000)	Carry forward to 2022/2023.
	15078	Road Renewals Dent Court	125,000	125,000	125,000	0	(125,000)	Carry forward to 2022/2023.
	15082	Traffic Management Projects	100,000	100,000	100,000	37,676	(62,324)	Under design/consultation.
	15248	Leath/Donaldson Rd Intersection Upgrade - Contribution from Kleenheat/Evol LNG for Road Train driveway access	0	65,000	65,000	48,581	(16,419)	Budget Variation 15 December 2021
Roads Total			13,386,090	13,315,959	13,315,959	3,512,026	(9,803,933)	



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 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	113,409	(21,591) Project completed.
	15085	Street Lighting New	40,000	40,000	40,000	29,046	(10,954)
	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	207,976	144,199	(63,777)	
Bus Shelter Construction							
	15039	Bus Shelters - New	12,000	12,000	12,000	9,145	(2,855) Under design/consultation.
	15040	Bus Shelters - Renewal	17,796	17,796	17,796	13,955	(3,842)
Bus Shelter Construction Total		29,796	29,796	29,796	23,099	(6,697)	
Footpath Construction							
	15046	Footpath Renewals	109,669	109,669	109,669	106,216	(3,453)
	15058	Gilmore Ave Shared path Construction - Thomas Rd to Chisham Ave	850,000	950,000	950,000	933,490	(16,510) Includes Budget Variation OCM 27 October 2021. \$50k LRCI Round 3 funding.
	15047	LRCI Phase 2 - Hunt Place Footpath	35,000	18,909	18,909	18,908	(1) Works completed September.
	15048	LRCI Phase 2 - Cowling Way Footpath	55,000	49,282	49,282	49,282	0 Works completed September.
	15049	LRCI phase 2 - Mulligan Way Footpath	55,000	0	0	0	0 Completed last financial year.
	15050	LRCI phase 2 - Napoleon Way Footpath	20,000	22,559	22,559	22,558	(1) Works completed September.
	15051	LRCI phase 2 - Warrior Pass Footpath	25,000	26,781	26,781	26,780	(1) Works completed September.
	15052	LRCI phase 2 - Tranby Way Footpath	30,000	28,206	28,206	28,205	(1) Works completed September.
	15053	LRCI phase 2 - Ameer Cres Footpath	25,000	30,859	30,859	30,551	(308) Works completed September.
	15054	LRCI phase 2 - Roach Place Footpath	25,000	45,814	45,814	45,812	(2) Works completed November.
	15055	LRCI phase 2 - Sub N Drain Footpath	22,000	29,322	29,322	28,788	(534) Works completed November.
	15057	LRCI phase 2 - Trusty Way West, Bertram - New 1.5m footpath construction	14,306	25,105	25,105	26,633	1,528 Works commenced December.
	15209	LRCI phase 2 - Gamble Place Footpath	0	43,071	43,071	41,599	(1,472) Works completed December.
	15210	LRCI phase 2 - Waddingham Way Footpath	0	53,467	53,467	53,467	(0) Works completed November.
	15211	LRCI phase 2 - Pudney Place Footpath	0	26,228	26,228	26,229	1 Works completed September.
	15212	LRCI phase 2 - Joiner Place Footpath	0	170,088	170,088	170,088	0 Works completed October.
	15240	Gilmore Ave Shared Path Stage 2 Design - Chisham Ave to Henley Blvd	0	54,000	54,000	61,551	7,551 Budget Variation OCM 13 October 2021. PBN LG Grants Program. Under design/consultation.
	15392	Kellam Way, Medina -1.8m footpath & kerbing upgrade LRCI Round 2 Proj# 25	0	190,581	190,581	179,752	(10,829) Budget Variation OCM 13 October 2021. PBN LG Grants Program. Under design/consultation.
Footpath Construction Total		1,265,975	1,873,941	1,873,941	1,849,911	(24,030)	
Drainage Construction							
	15044	Tanson Road Drainage Upgrade	250,000	250,000	250,000	328,641	78,641 Works programmed for March/April 2022.
	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	134,629	(194,245) Carry forward to 2022/2023.
	15255	Cimbor Way - Drainage Upgrade - LRCI Round 3 - Project# 2	0	26,000	26,000	29,699	3,699 Budget Variation OCM 27 October 2021.
Drainage Construction Total		268,278	623,152	623,152	497,779	(125,373)	
Car Park Construction							
	15041	Car Park Renewal	49,717	148,894	148,894	7,090	(141,804) Carry forward to 2022/2023.
Car Park Construction Total		49,717	148,894	148,894	7,090	(141,804)	
Capital Expenditure Total		26,229,317	31,406,013	31,406,013	16,318,877	(15,087,134)	
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 30 JUNE 2022

FINANCING ACTIVITIES  
NOTE 7  
BORROWINGS

Repayments - borrowings			New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
Information on borrowings										
Particulars	Finalisation of Loan	1 July 2021	Actual	Current Budget	Actual	Current Budget	Actual	Current Budget	Actual	Current Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
Governance										
Loan 99 - Administration Building Renovations	2024/25	474,796	0	0	107,976	107,976	366,820	366,820	31,415	31,413
Education and welfare										
Loan 96 - Youth Specific Space	2022/23	65,755	0	0	31,663	31,663	34,092.11	34,092	4,855	4,855
Loan 100 - Youth Specific Space	2027/28	1,136,128	0	0	140,713	140,713	995,415	995,415	59,112	59,110
Recreation and culture										
Loan 94 - Wellard Sports Pavilion	2021/22	56,126	0	0	56,126	56,126	0	0	3,109	2,841
Loan 95 - Orelia Oval Pavilion	2022/23	157,813	0	0	75,991	75,991	81,821	81,822	11,652	11,652
Loan 97 - Orelia Oval Pavilion Extension	2024/25	1,050,587	0	0	238,920	238,920	811,667	811,667	69,512	69,512
Loan 102 - Library & Resource Centre	2028/29	6,191,172	0	0	657,885	657,885	5,533,287	5,533,287	315,089	315,089
Loan 104 - Recquatic Refurbishment	2029/30	3,072,151	0	0	289,216	289,216	2,782,935	2,782,935	142,512	142,512
Loan 105 - Bertram Community Centre	2029/30	1,156,743	0	0	116,232	116,232	1,040,511	1,040,511	43,761	43,760
Loan 106 - Destination Park - Calista	2030/31	1,218,976	0	0	105,528	105,528	1,113,447	1,113,448	45,790	45,790
Transport										
Loan 98 - Streetscape Beautification	2024/25	640,975	0	0	145,768	145,768	495,207	495,207	42,410	42,420
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	117,285	117,285	2,382,715	2,382,715	64,789	60,880
B/Fwd Balance		17,721,222	2,500,000	2,500,000	4,583,304	4,583,303	15,637,918	15,637,919	834,004	829,834
Self supporting loans										
Recreation and culture										
Loan 103B - Golf Club Refurbishment	2031/32	232,704	0	0	17,847	17,847	214,857	214,857	9,169	9,169
		232,704	0	0	17,847	17,847	214,857	214,857	9,169	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	4,601,151	4,601,150	16,288,375	16,288,376	843,173	839,003
Current borrowings		4,601,150					2,537,530			
Non-current borrowings		13,788,376					13,750,845			
		18,389,526					16,288,375			

\*City Centre Redevelopment loan has been refinanced Sep 21.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 2022

OPERATING ACTIVITIES  
NOTE 8  
CASH RESERVES

Cash backed reserve									
	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
Reserve name									
Municipal Reserves	\$	\$	\$	\$	\$	\$	\$	\$	\$
Aged Persons Units Reserve	772,744	3,768	2,759	197,186	0	(190,000)	0	783,698	775,503
Asset Management Reserve	5,190,293	63,740	4,230	1,824,777	0	(3,539,031)	(1,230,205)	3,539,779	3,964,318
Banksia Park Reserve	209,270	278	796	88,293	0	(90,000)	0	207,841	210,066
City Infrastructure Reserve	1,360,526	5,064	3,780	0	0	(450,673)	0	914,917	1,364,307
Community Services & Emergency Relief Reserve	334,163	1,720	948	0	0	(205,000)	0	130,883	335,111
Contiguous Local Authorities Group Reserve	278,785	1,356	682	23,840	0	(38,800)	0	265,181	279,466.10
Employee Leave Reserve	2,946,683	0	8,991	0	0	0	0	2,946,683	2,955,674
Employee Vacancy Reserve	502,648	2,544	1,311	0	0	0	0	505,192	503,959
Family Day Care Reserve	1,040,525	6,020	4,190	256,335	0	(32,202)	0	1,270,678	1,044,715
Golf Course Cottage Reserve	29,557	148	77	0	0	0	0	29,705	29,634
Golf Club Maintenance Reserve	17,145	44	23	5,004	0	(5,004)	0	17,189	17,168
Information Technology Reserve	2,546,176	10,680	5,920	493,893	80,000	(2,518,660)	(2,292,424)	532,089	339,672
Plant and Equipment Replacement Reserve	378,327	2,880	675	825,667	341,619	(959,827)	(250,256)	247,047	470,364
Public Art Reserve	29,900	152	76	270,000	270,000	0	0	300,052	299,976
Public Open Space Reserve	320,613	0	978	0	0	0	0	320,613	321,592
Refuse Reserve	5,524,521	6,523	10,981	0	0	(523,879)	0	5,007,165	5,535,502
Renewable Energy Efficiency Reserve	34,354	172	160	16,535	0	(9,035)	0	42,026	34,514
Restricted Grants & Contributions Reserve	3,157,387	0	0	591,520	231,520	(3,276,840)	(1,754,032)	472,067	1,634,875
Settlement Agreement Reserve	168,670	856	430	0	0	0	0	169,526	169,100
Strategic Property Reserve	0	0	0	512,000	0	(270,000)	0	242,000	0
Workers Compensation Reserve	324,699	732	828	226,090	0	0	0	551,521	325,527
Sub-Total Municipal Reserves	25,166,985	106,677	47,835	5,331,140	923,139	(12,108,951)	(5,526,917)	18,495,851	20,611,042
Developer Contribution Reserves									
DCA 1 - Hard Infrastructure - Bertram	738,950	5,652	1,664	500,000	484,517	(278,324)	0	966,278	1,225,130
DCA 2 - Hard Infrastructure - Wellard	1,720,913	9,012	2,763	50,000	109,944	(22,950)	0	1,756,975	1,833,620
DCA 3 - Hard Infrastructure - Casuarina	0	0	0	6,000,000	0	(5,530,735)	0	469,265	0
DCA 4 - Hard Infrastructure - Anketell	1,194,025	5,420	4,192	3,200,000	845,518	(3,498,095)	0	901,350	2,043,735
DCA 5 - Hard Infrastructure - Wandi	972,057	4,436	2,389	500,000	1,852,732	(9,450)	0	1,467,043	2,827,178
DCA 6 - Hard Infrastructure - Mandogalup	753,955	2,564	1,516	400,000	262,752	(9,450)	0	1,147,069	1,018,223
DCA 7 - Hard Infrastructure - Wellard West	52,703	224	192	5,000	31,368	(9,450)	0	48,477	84,264
DCA 8 - Soft Infrastructure - Mandogalup	1,418,990	5,876	4,522	200,000	1,071,351	(9,450)	0	1,615,416	2,494,863
DCA 9 - Soft Infrastructure - Wandi/Anketell	12,810,629	58,108	38,521	5,000	1,143,767	(3,327,653)	(493,168)	9,546,084	13,499,750
DCA 10 - Soft Infrastructure - Casuarina/Anketell	197,221	920	590	5,000	0	(9,450)	0	193,691	197,811
DCA 11 - Soft Infrastructure - Wellard East	6,478,479	29,020	8,542	5,000	17,092	(9,450)	(640,397)	6,503,049	5,863,716
DCA 12 - Soft Infrastructure - Wellard West	9,488,144	42,468	14,333	5,000	336,947	(9,450)	0	9,526,162	9,839,424
DCA 13 - Soft Infrastructure - Bertram	269,075	1,184	800	5,000	0	(9,450)	0	265,809	269,874
DCA 14 - Soft Infrastructure - Wellard/Leda	813,783	3,708	2,502	5,000	54,468	(9,450)	0	813,041	870,753
DCA 15 - Soft Infrastructure - City Site	306,909	1,408	782	5,000	28,476	(9,450)	0	303,867	336,167
Sub-Total Developer Contribution Reserves	37,215,834	170,000	83,307	10,890,000	6,238,933	(12,752,257)	(1,133,565)	35,523,577	42,404,508
Total Reserves	62,382,819	276,677	131,142	16,221,140	7,162,071	(24,861,208)	(6,660,482)	54,019,428	63,015,550

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY					NOTE 9
FOR THE PERIOD ENDED 30 JUNE 2022					OPERATING GRANTS AND CONTRIBUTIONS
Operating grants, subsidies and contributions	Contract Liability	Current Budget Revenue	Budget YTD Revenue	Actual YTD Revenue	Comments
Provider	\$	\$		\$	
<b>General purpose funding</b>					
Local Government General Purpose Grant	0	483,480	483,480	1,233,715	Qtr 1 FY22 received June 2021. Advance payment for 22/23 received April 2022 (\$750,234).
Local Government General Purpose Grant - Roads	0	360,436	360,436	1,003,596	Qtr 1 FY22 received June 2021. Advance payment for 22/23 received April 2022 (\$643,160).
Non Rateable Property - Dampier to Bunbury Natural Gas Pipeline Corridor	0	175,000	175,000	205,822	Received March 2022.
<b>Law, order, public safety</b>					
Department Fire and Emergency Services - ESL	0	194,137	194,137	208,268	
Department Fire and Emergency Services - ESL 2022	0	15,170	15,170	15,170	Qtr 1 FY22 received June 2021.
DFES Mitigation Activity Grant 20/21 Round 2	0	376,250	376,250	188,126	Round 1 received July 21.
<b>Health</b>					
Mosquito Management Contributions (CLAG)	0	21,840	21,840	24,710	
Department of Health - Larvicide	0	2,000	2,000	4,069	
<b>Education and welfare</b>					
Banksia Park Operating Cost Contribution	0	348,260	348,260	354,003	
Family Daycare - Mainstream Childcare Benefit Subsidy	0	2,640,000	2,640,000	2,385,422	
Family Daycare - Subsidy Other		0	0	0	
Family Daycare - Operational Subsidy - Dept of Communities NW04		0	0	0	
Family Daycare - Inclusion Subsidy Scheme	0	5,004	5,004	0	
In-Home Care - CCB Subsidy	0	900,000	900,000	768,172	
In-Home Care - Subsidy - Department of Communities	0	10,320	10,320	0	
Family Day Care Sustainability Grant	(0)	0	0	0	Unspent balance to be refunded.
NGALA My Time Program	0	10,560	10,560	14,076	
Operational Subsidy - Aboriginal Resource Worker	0	31,500	31,500	30,514	
Library Contributions and Donations	0	2,096	2,096	761	
Childrens Bookweek - CBC of Australia	0	1,100	1,100	2,100	
Youth Social Justice Program	0	174,000	174,000	181,085	
Youth Leadership and Development LYRIK	0	30,000	30,000	30,660	
Youth Intervention Program	0	20,000	20,000	0	
Youth Spaces Activation	0	5,000	5,000	2,500	
Outdoor Adventure Group - Conservation Action Project	0	618	618	685	
Youth Mental Health Initiatives - WA Primary Health Alliance	0	50,000	50,000	50,000	
KIC - Silver Sponsorship 2021 Lolly Run Event		0	0	10,000	
<b>Community amenities</b>					
PTA Bus Shelter Subsidy	0	10,000	10,000	10,956	
SMCC - BP Coastcare	0	0	0	0	
SMCC - Tronox Adopt a Beach	0	0	0	0	
SMCC - Suez/ProAlliance Adopt a Beach	0	0	0	0	
Greening fund	0	23,200	23,200	23,201	
<b>Recreation and culture</b>					
Shared Use Agreements	0	127,500	127,500	95,338	
Every Club Funding - Dept. Gaming and Waging	0	0	0	30,000	
Good Things Foundation Grant - Get Online Week	0	1,000	1,000	0	
Event Sponsorship	0	60,000	60,000	0	
Community Development Fund - Kwinana Industries Council	0	40,000	40,000	39,000	
DLGSCI Grant - Creative Communities - Artist in Residence	0	25,537	25,537	25,537	
City Youth Festival - contribution towards OMG! Fringe	0	0	0	20,000	
Revitalising the Strand Workshop - Contribution Healthy Kwinana	0	0	0	2,500	
Service WA Assistance Grant - State Library	0	0	0	3,000	
<b>Transport</b>					
Main Roads Annual Direct Grant	0	205,684	205,684	205,684	Received July, budgeted in June.
Main Roads Street Light Subsidy	0	6,200	6,200	6,519	
Main Roads Maintenance Contribution	0	134,000	134,000	154,944	
TOTALS	(0)	6,489,892	6,489,892	7,330,133	



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 2022

NOTE 10  
NON-OPERATING GRANTS AND CONTRIBUTIONS

Non-operating grants, subsidies and contributions Provider	Unspent Funding Liability	Current Budget Revenue	Budget YTD Revenue	Actual YTD Revenue	Comments
	\$	\$		\$	
<b>Law, order, public safety</b>					
Department Fire and Emergency Services - Kwinana South VBFB extensions	699,600	1,453,204	1,453,204	0	Budget Variation OCM 15 December 2021.
<b>Local Roads and Community Infrastructure Program - Round 3</b>					
Kwinana South Volunteer Bushfire Brigade Station - Demolition and rebuild	0	400,000	400,000	0	
<b>DFES Vehicle Transfer</b>					
Provision of Fire Vehicles P651, P652 & P653 and return of P155, P156 & P198	0	0	0	568,168	DFES Vehicle transfer
<b>Recreation and culture</b>					
Honeywood Oval - Sports Ground Clubroom - Dept. Local Government	0	400,000	400,000	300,000	CSRFF second claim received May 2022.
Honeywood Oval - Shade Structure - Honewood Primary School	0	50,000	50,000	52,345	
Local Government Canopy Grant Program - WALGA - Sulphur Road Tree Planting	36,960	36,960	36,960	0	
Calista Oval Jnr Bike Rd Safety Track - Dept. Local Government	350,000	350,000	350,000	0	
Calista Oval Jnr Bike Rd Safety Track - RAC	95,000	0	0	0	
Cash in lieu of Public Art	20,000	0	0	0	Funds held in Public Art Reserve.
Cash in lieu of Public Art	250,000	0	0	0	Funds held in Public Art Reserve.
<b>Local Roads and Community Infrastructure Program - Round 1</b>					
Sloan House (1950s) + Balance of funds unspent	46,305	44,000	44,000	0	
<b>Local Roads and Community Infrastructure Program - Round 2</b>					
Darius Wells Library - electrical works	40,000	80,000	80,000	0	
Darius Wells - Ken Jackman Hall flooring	22,500	45,000	45,000	0	
John Wellard Community Centre - Repair solar panel connections	5,000	10,000	10,000	0	
Koorliny Arts Centre - air conditioner replacement	4,250	8,500	8,500	0	
Thomas Oval Pavilion (old) roof restoration	10,000	20,000	20,000	0	
Recquatic Centre - front admin east and reception area airconditioner replacement	33,500	67,000	67,000	0	
Zone Youth Centre - repaint basketball court	7,516	13,950	13,950	6,467	
<b>Local Roads and Community Infrastructure Program - Round 3</b>					
Medina Hall - Main Hall fan replacement	0	15,000	15,000	0	
Recquatic Yoga Room - office conversion	0	20,000	20,000	0	
Wellard Oval Lighting Installation	0	300,000	300,000	0	
Softfall Replacements - various non-compliant	0	60,000	60,000	0	
Ascot Park Playground - paths, shelter, seating, shade	0	20,000	20,000	0	
Bertram Oval Cricket Pitch upgrade	0	7,000	7,000	0	
Kelly Park Soccer Goal Replacements	0	6,000	6,000	0	
Homestead Ridge Park Shelter	0	6,000	6,000	0	
Honeywood POS - disability access	0	9,440	9,440	0	
<b>Transport</b>	0				
Perth Bicycle Network LG Grant - Gilmore Avenue Shared Path Stage 1 Design	0	475,000	475,000	416,300	
Perth Bicycle Network LG Grant - Gilmore Avenue Shared Path Stage 2 Design	0	27,000	27,000	27,000	
Kwinana Loop Trail	0	175,000	175,000	0	
Leath/Donaldson Rd Intersection Upgrade - Contribution from Kleenheat/Evol LNG	0	65,000	65,000	65,000	Budget Variation OCM 15 December 2021.
<b>Local Roads and Community Infrastructure Program - Round 2</b>	616,722				
Footpaths - Gamble Place, Orelia	15,000.00	43,071	43,071	0	
Footpaths - Joiner Place, Parmelia	0.00	167,891	167,891	83,991	
Footpaths - Hunt Place (with Cowling Way), Parmelia	726.00	18,547	18,547	9,274	
Footpaths - Cowling Way (with Hunt Place ), Parmelia	487.00	49,026	49,026	24,513	
Footpaths - Mulligan Way, Orelia	0.00	0	0	0	
Footpaths - Waddingham Way (formerly Porter Garden, Leda)	30,000.00	53,467	53,467	0	
Footpaths - Pudney Place, Orelia	0.00	26,229	26,229	13,115	
Footpaths - Napoleon Way, Bertram	0.00	22,558	22,558	11,279	
Footpaths - Warrior Pass, Bertram	0.00	26,780	26,780	13,390	
Footpaths - Tranby Way, Bertram	0.00	28,205	28,205	14,103	
Footpaths - Ameer Cres, Bertram	11,500.00	30,739	30,739	0	
Footpaths - Trusty Way West, Bertram	7,153.00	25,105	25,105	0	
Footpaths - Roach Place	0.00	45,812	45,812	22,906	
Footpaths - Sub N Drain	2,018.00	25,463	25,463	12,732	
Footpaths - Kellam Way, Medina	0.00	67,854	67,854	0	
Roads - Sicklemore Road, Parmelia	(189,649.64)	584,647	584,647	520,160	
Roads - Summertown Road, Calista	0.00	53,701	53,701	26,851	
<b>Local Roads and Community Infrastructure Program - Round 3</b>	534,720.00				
Carpark - Pace Road Carpark reconstruction	0	50,000	50,000	0	
Drainage - Cimbor Way Parmelia - Drainage Upgrade	0	26,000	26,000	0	
Footpaths - Gilmore Ave Shared Path Stage 1 - Bike Path Construction	0	50,000	50,000	0	
Roads - Anketell Road - Resealing	0	100,000	100,000	0	
<b>Main Roads MRRG Funding</b>					
MRRG Road Renewals Gilmore Ave	0	300,557	300,557	243,889	Final claim has been done.
MRRG Road Renewals Wellard Road A	0	343,093	343,093	304,075	Final claim has been done.
MRRG Road Renewals Hope Valley	0	227,123	227,123	218,204	Final claim has been done.
MRRG Reserve - Rehab Project - Wellard Rd (B) - W Calista - W Gilmore Aves - single carriageway	0	231,864	231,864	240,354	Final claim has been done.
MRRG Reserve - Rehab Project - Mandurah Rd - Mounsey Rd Inters - Wellard Rd - single carriageway	0	151,456	151,456	166,603	Final claim has been done.
<b>Roads to Recovery</b>					
Roads to Recovery Westcott Road	0	480,000	480,000	480,000	Received March 2022.
Roads to Recovery Hefron Way	0	0	0	17,903	Funds approved and paid May 2022.
<b>Blackspot</b>					
Blackspot -Wellard Road & Henley Boulevard Pre-Deflection	0	47,667	47,667	125,333	
<b>RAC Grant - Places for People</b>					
Revitalising The Strand in Wellard - Street Furniture, Lighting, activation & beautification	16,000	16,000	16,000	0	
<b>Community amenities</b>					
DCA 1 - Hard Infrastructure - Bertram	599,021	291,824	291,824	0	
DCA 2 - Hard Infrastructure - Wellard	1,427,235	9,450	9,450	0	
DCA 3 - Hard Infrastructure - Casuarina	0	5,530,735	5,530,735	0	
DCA 4 - Hard Infrastructure - Anketell	2,028,485	3,498,095	3,498,095	0	
DCA 5 - Hard Infrastructure - Wandi	1,499,723	9,450	9,450	0	
DCA 6 - Hard Infrastructure - Mandogalup	3,922,735	9,450	9,450	0	
DCA 7 - Hard Infrastructure - Mandogalup (west)	83,006	9,450	9,450	0	Revenue is recognised upon meeting performance
DCA 8 - Soft Infrastructure - Mandogalup	2,951,861	9,450	9,450	0	obligations
DCA 9 - Soft Infrastructure - Wandi / Anketell	11,669,749	3,327,653	3,327,653	0	(in-line with expenditure on DCA infrastructure).
DCA 10 - Soft Infrastructure - Casuarina/Anketell	186,550	9,450	9,450	0	
DCA 11 - Soft Infrastructure - Wellard East	5,088,915	9,450	9,450	0	
DCA 12 - Soft Infrastructure - Wellard West	9,212,948	9,450	9,450	0	
DCA 13 - Soft Infrastructure - Bertram	174,169	9,450	9,450	0	
DCA 14 - Soft Infrastructure - Wellard / Leda	751,887	9,450	9,450	0	
DCA 15 - Soft Infrastructure - Townsite	354,283	9,450	9,450	0	
<b>TOTALS</b>	<b>42,615,875</b>	<b>20,209,166</b>	<b>20,209,166</b>	<b>3,983,955</b>	

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 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 30 Jun 2022
	\$	\$	\$	\$
APU Security Bonds	21,434	2,000	(580)	22,854
Contiguous Local Authorities Group (CLAG)	5,161	601	(55)	5,707
Off Road Vehicles	0	0	0	0
Uncollected Vehicles	4,829	2,016	0	6,846
	<b>31,424</b>	<b>4,617</b>	<b>(635)</b>	<b>35,407</b>

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 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
		\$	\$
<b>23/06/2021</b>	<b>Annual Budget adoption</b>	<b>0</b>	<b>0</b>
<b>14/07/2021</b>	<b>FY21 Carry Forward Projects</b>		
	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
<b>14/07/2021</b>	<b>Calista Oval Bike Track - State Government Grant</b>		
	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
<b>28/07/2021</b>	<b>Carried forward Project - Councillors Lounge Furniture</b>		
	Capital Expenditure - Furniture & Equipment - Councillor Lounge furniture	(35,000)	0
	Brought forward surplus	35,000	0
	<b>Reallocation of LRCI Round 2 funding</b>		
	Non-Operating Grant - LRCI 2	110,000	
	Capital Expenditure - Footpaths - Various LRCI 2 Projects	(110,000)	0
<b>11/08/2021</b>	<b>DFES Mitigation Grant</b>		
	Revenue - Operating Grant	296,250	
	Operating Expenditure - Consultancy - Fire & Emergency Management	80,000	
	Operating Expenditure - Mitigation Works - Fire & Emergency Management	(376,250)	0
<b>24/08/2021</b>	<b>Increase to Special Projects Officer role (OCM not required)</b>		
	Operating Expenditure - Salaries	(20,783)	
	Operating Expenditure - Materials & Contracts	20,783	0
<b>8/09/2021</b>	<b>Carried forward Project - Stormwater Drainage</b>		
	Capital Expenditure - Drainage	(328,874)	
	Reserve Transfer - Restricted Grants & Contributions Reserve	60,000	
	Reserve Transfer - DCA 1 Reserve	268,874	0
	<b>Carried forward Project - Bird Watering Station - Admin Building Grounds</b>		
	Capital Expenditure - Reserves	(5,890)	
	Brought forward surplus	5,890	0

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 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
		\$	\$
<b>22/09/2021</b>	<b>Carried forward Project - Plant Replacement P351</b>		
	Capital Expenditure - Plant & Equipment	(135,050)	
	Proceeds from sale of asset	25,000	
	Reserve Transfer - Plant & Equipment Replacement Reserve	110,050	0
<b>13/10/2021</b>	<b>Gilmore Ave Shared Path Stage 2 Design - Chisham Ave to Henley Blvd - West Australia Bicycle Network Grants Program</b>		
	Capital Expenditure - Plant & Equipment	(54,000)	
	Non Operating Grant - West Australia Bicycle Network	27,000	
	Corporate Overheads Recovered - Project Management Fees	27,000	0
	<b>Change of asset replacement - Plant Replacement P557 to P392 (includes adjustment for actual expenditure and proceeds)</b>		
	Capital Expenditure - Plant & Equipment	260	
	Proceeds from sale of asset	7,603	
	Reserve Transfer - Plant & Equipment Replacement Reserve	(7,863)	0
<b>27/10/2021</b>	<b>Honeywood Oval Shade Structure - recognition of construction by Honeywood Primary School</b>		
	Capital Expenditure - Infrastructure Buildings	(50,000)	
	Non Operating Contribution - Honeywood Primary School	50,000	0
	<b>Allocation of Local Roads and Community Infrastructure Phase Three and Community Project Quarantined Funds</b>		
	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
<b>24/11/2021</b>	<b>Recquatic - Transfer from expendable equipment for additional gate for creche</b>		
	Operating Expenditure - Recquatic Administration	(2,322)	
	Operating Expenditure - Recquatic Centre Building Expenses	2,322	0
<b>6/12/2021</b>	<b>Recquatic - Transfer from various operating expense for additional staff uniforms</b>		
	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
<b>15/12/2021</b>	<b>City Website Development Project - transfer of additional budget from operating for Phase 3 for the Recquatic sub-site</b>		
	Capital Expenditure - Infrastructure Buildings	(9,000)	
	Operating Expenditure - Recquatic Marketing	7,000	
	Operating Expenditure - Marketing & Communication	2,000	0
	<b>Gilmore Avenue Footpath - Additional funding approval received from DOT for LRCI phase 3 project</b>		
	Capital Expenditure - Gilmore Ave Footpath	(50,000)	
	Non-Operating Grant - LRCI 3	50,000	0
	<b>Replacement of Street lighting - City of Kwinana Property Claim - Street Light hit by vehicle, extra budget needed for excess difference</b>		
	Capital Expenditure - Replacement Street Light	13,784	
	Operating Expenditure - Maintenance Roads - Street Lights	(10,000)	
	Non-Operating Reimbursement - LGIS Insurance Claim	(3,784)	0
	<b>Kwinana South Volunteer Fire Brigade Station Rebuild - additional DFES grant funding</b>		
	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 30 JUNE 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
		\$	\$
<b>15/12/2021</b>	<b>Leath/Donaldson Rd Intersection Upgrade - Road Train Driveway Access contribution received</b>		
	Capital Expenditure - Roads	(65,000)	
	Non-Operating Contribution - Kleenheat	65,000	0
	<b>Plant Replacement P442 - budget increased due to current economic conditions (funds from Plant and Equipment Replacement Reserve)</b>		
	Capital Expenditure - Plant & Equipment	(11,000)	
	Reserve Transfer - Plant and Equipment Replacement Reserve	11,000	0
	<b>Feilman Building - Level 1, 18 Darius Drive lighting upgrade as part of DFES lease renewal</b>		
	Capital Expenditure - Buildings	(24,000)	
	Brought forward surplus	24,000	
	<b>Annual seedling subsidy - project was omitted from the Adopted Budget.</b>		
	Operating Expenditure - Natural Environment	(9,000)	
	Brought forward surplus	9,000	0
	<b>CCTV Subsidy Scheme (funded from Restricted Grants &amp; Contributions Reserve)</b>		
	Operating Expenditure - City Engagement	(50,000)	
	Reserve Transfer - Restricted Grants and Contributions Reserve	50,000	0
<b>9/03/2022</b>	<b>Mid Year Budget Review</b>		
	Opening surplus brought forward	2,874,335	
	Revenue from operating activities	116,709	
	Expenditure from operating activities	(1,509,567)	
	Non-cash amounts excluded from operating activities	(163,945)	
	Investing activities	(2,463,955)	
	Financing activities	1,899,419	
	Reserve Transfers - various.	(752,996)	0
<b>9/03/2022</b>	<b>Donation to the Qld and NSW Floods Appeal 2022 through the Red Cross to be funded from the Community Services and Emergency Relief Reserve</b>		
	Operating Expenditure - Other Welfare	(5,000)	
	Reserve Transfer - Community Services and Emergency Relief Reserve	5,000	0
<b>23/03/2022</b>	<b>RAC Grant and City Contribution towards the public open spaces streetscapes project to revitalise The Strand in Wellard.</b>		
	Capital Expenditure - Reserve Development	(26,000)	
	Capital Grant - RAC Reconnect WA	16,000	
	Operating Expenditure - Place Approach Plan Implementation	10,000	0
<b>13/04/2022</b>	<b>Budget increase to complete Pace Road carpark renewal and to bring forward an Engineering Technical Officer Traffic position from financial year 2024 to 2022. Adjustment to budget for Black Spot program to focus on Stage 1 of project Gilmore Avenue/Wellard Road intersection.</b>		
	Capital Expenditure - Car Park - Renewal - Pace Road - LRCl Round 3	(49,177)	
	Operating Expenditure - Engineering Employee Expenditure	(50,000)	
	Capital Expenditure - Black Spot Program - Gilmore Ave - Wellard Rd/Henley Blvd Intersection	398,500	
	Capital Grant - Black Spot	(265,666)	
	Corporate Overheads Recovered - Project Management Fees	(33,657)	0
<b>27/04/2022</b>	<b>Implementation of Occupational Safety and Health software.</b>		
	Capital Expenditure - Implementation myOSH	(38,079)	
	Operating Expenditure - IT Corporate Applications	(4,068)	
	Operating Expenditure - Executive Management - Consultancy	42,147	0
<b>27/04/2022</b>	<b>Purchase of body worn cameras and software for City Assist, budget moved from Executive Consultancy.</b>		
	Operating Expenditure - Law Order and Public Safety - Expendable Equipment	(4,500)	
	Operating Expenditure - Executive Management - Consultancy	4,500	

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 30 JUNE 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
		\$	\$
11/05/2022	<b>Transfer of unused funds from the community events budget (Children's Festival was cancelled) to upgrade the event infrastructure site for the Grove event to make the space more usable/accessible for future usage.</b>		
	Capital Expenditure - Reserve Development - The Grove Event Site	(46,102)	
	Operating Expenditure - Children's Festival	76,102	
	Operating Revenue - Children's Festival - Sponsorships	(30,000)	
11/05/2022	<b>Reserve transfer required to provide funds for legal advice regarding Bright Future contractor arrangements specific to the superannuation guarantee.</b>		
	Operating Expenditure - Family Day Care - Legal Expenses	(20,000)	
	Reserve Transfer - Family Day Care Reserve	20,000	
11/05/2022	<b>Reserve transfer required to commence Challenger Beach ablutions project.</b>		
	Capital Expenditure - Footpaths - Kellam Way, Medina	(190,581)	
	Capital Revenue - LRCI Capital Grants (savings)	67,854	
	Capital Expenditure - Roads - Powell Court	135,000	
	Corporate Overheads Recovered - Project Management Fees	(12,273)	0
25/05/2022	<b>Purchase of Billy Goat turf cutter to replace purchase of mowing deck.</b>		
	Capital Expenditure - Plant & Equipment - Billy Goat turf cutter	(1,044)	
	Reserve Transfer - Plant & Equipment Replacement Reserve	1,044	
25/05/2022	<b>Reserve transfer required to commence Medina Hall air conditioning project.</b>		
	Capital Expenditure - Building Construction - Medina Hall air conditioning	(50,000)	
	Reserve Transfer - Restricted Grants and Contributions Reserve	50,000	
25/05/2022	<b>Reserve transfer required to commence Challenger Beach ablutions project.</b>		
	Capital Expenditure - Building Construction - Medina Hall air conditioning	(150,000)	
	Reserve Transfer - Restricted Grants and Contributions Reserve	150,000	0
		0	

**KEY TERMS AND DESCRIPTIONS  
FOR THE PERIOD ENDED 30 JUNE 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.

#### **18.4 PROPOSED DISPOSITION BY WAY OF LEASE - PORTION OF RESERVE 24302, THOMAS OVAL MEDINA - CITY OF KWINANA AND KWINANA MODEL RAILWAY CLUB**

##### **SUMMARY**

Kwinana Model Railway Club ('KMRC') have operated their clubroom on Thomas Oval continuously since 2005. They have not been subject to a formal lease to date, having previously been considered to fall under a hire arrangement with the City. On the basis that KMRC are granted exclusive use of the clubroom, a lease agreement with the City is appropriate for the purpose of establishing each of the parties' responsibilities, particularly with respect to matters such as maintaining the premises and holding appropriate insurances.

In discussions between the City and KMRC, they have requested a lease over the clubrooms for a period of 2 years, with options to extend this should they require. The proposed lease agreement is provided at Attachment A for Council endorsement.

##### **OFFICER RECOMMENDATION**

**That Council:**

- 1. Subject to the written approval of the Minister for Lands, approve the disposition of a portion of Reserve 24302, situated at 28 Tucker Way, Medina with KMRC by way of lease for a period of 2 years, with a further 2 options to extend for a period of 2 years.**
- 2. Authorise the Chief Executive officer to negotiate and execute a lease agreement with KMRC on the City's behalf, including making any subsequent amendments not significant in nature.**

##### **DISCUSSION**

Prior to 2005, KMRC were based in the Hope Valley Hall and known as the Rockingham Model Railway Group. Upon the sale of the Hall in 2005, the club relocated to the changerooms adjacent to the netball clubrooms on Thomas Oval and became KMRC. They have continued to conduct their club activities at this location to date.

KMRC consists of approximately 25 members who meet regularly multiple times per week to create, design and construct model railway landscapes which encumber the main room. A kitchenette which doubles as a meeting room and a separate office with a desk and computer, along with room for storing of important documents adjoin this room.

KMRC seek to remain at their current location for the foreseeable future. The City is supportive of them doing so and recognises the positive impact of clubs of this kind on the broader community.

In negotiations with the City, KMRC have agreed to enter a formal lease and have sought for an initial 2 year term, with options to extend for 2 further terms of 2 years each.

The City's Leasing Policy sets out the criteria to consider community leasing rates. As KMRC 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.

Taking this into consideration, the KMRC meet the criteria to establish a lease with a subsidised peppercorn rate that will reflect as shown in the Fees and Charges 22/23.



The city is not required to advertise the proposed lease as the KMRC 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	4.3 – 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	A unique group who offer a place to socialise, create and build all with a shared goal
	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	A unique group who offer a place to socialise, create and build all with a shared goal

## 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	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  2.4 – Facilitate initiatives that encourage social interaction and	At present this group is predominately older men who benefit from the social interaction on a regular basis.

		connection at both a local and community wide level	
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**LEGAL/POLICY IMPLICATIONS**

Regulation 30(2)(b)(i) of the *Local Government (Functions and General) Regulations 1996*  
Section 3.58 of the *Local Government Act 1995*  
Section 46 *Land Administration Act 1997*  
*City of Kwinana Leasing Policy*

**FINANCIAL/BUDGET IMPLICATIONS**

Rental income as defined per year in the Fees & Charges – Peppercorn, 2022/2023 of \$118 per annum.

Community Lease/Licence administration fee \$511.

**ASSET MANAGEMENT IMPLICATIONS**

KMRC have and will continue to manage the premises as outlined in the lease.

**ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS**

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

**COMMUNITY ENGAGEMENT**

No community engagement required.

**ATTACHMENTS**

A. Proposed Lease - Kwinana Model Railway [↓](#)

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**LEASE OF PORTION OF RESERVE 24302  
THOMAS OVAL  
FACILITIES BUILDING**

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Between

**CITY OF KWINANA** (ABN 13 890 277 321)  
(Lessor)

and

**KWINANA MODEL RAILWAY INC.** (A1011604G)  
(Lessee)

**PARTIES**

**City of Kwinana** of PO Box 21, Kwinana, WA 6966 (ABN 13 790 277 321)  
(Lessor)

and

**Kwinana Model Railway Inc.** care of 3 Gaffin Way, Kwinana, WA 6167 (A1011604G)  
(Lessee)

(respectively the **Parties**).

**RECITALS**

- (a) The Lessee is as association incorporated under the *Associations Incorporations Act 2015*.
- (b) The Lessor has the care, control and management of the Land pursuant to a Management Order with conditions to be observed and with power to lease, sub-lease, assign or licence for any term not exceeding twenty-one (21) years subject to the prior approval in writing of the Crown, represented by the Minister for Lands, and also subject to section 18 of the *Land Administration Act 1997*.
- (c) The Premises the subject the proposed Lease form part of the Land, and subject to the prior approval in writing of the Minister for Lands, the Lessor has agreed to Lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Lease.

**THE PARTIES AGREE** as follows:

**2. INTERPRETATION**

Unless the contrary intention appears, the following expressions shall have the following meanings:

**Amounts Payable** means the Rent, outgoings and any other money payable by the Lessee under this Lease, including an administration fee of \$492.00.

**Authorised Person** means an employee, agent, licensee or invitee of the Lessor; and any person visiting the Premises with the express consent of any of the aforementioned persons.

**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 his functions under this Lease.

**Commencement Date** means the date specified in Item 3 of the Schedule.

**Further Terms** means each further term specified in Item 4 of the Schedule.

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

**Lessee's Agents** includes:



- (a) the sub-lessees, employees, agents, contractors, invitees, licensees, hirer of the Lessee; and
- (b) any person on the 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.

**Management Order** means the management order under which the Land was vested in the Lessor to be held for the purpose of recreational purposes.

**Notice** means a notice, consent, approval or other communication that complies with clause 29.

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

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

**Term** means as specified in Item 2 of the Schedule.

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

**3. Approval of the Minister for Lands**

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

**4. Quiet enjoyment**

Except as provided in the Lease, for so long as the Lessor is the management body of the Premises under the Management Order, and subject to the Lessee performing the conditions of this Lease, the Lessee may quietly hold and enjoy the Premises during the Term and any Further Term or any period of holding over without any interruption or disturbance.

**5. Rent and other payments**

- (a) The Lessee must pay the Lessor the Rent set out at Item 5 of the Schedule.
- (b) The Lessee must pay the Lessor (unless the Lessee pays directly) the following outgoings in respect of the Premises:
  - (i) local government rates and specified area rates and taxes (if applicable);
  - (ii) service and other charges, including charges for rubbish and garbage removal if applicable;
  - (iii) telephone, electricity, gas and meter rents;
  - (iv) insurance pursuant to clause 6 and Item 7 of the Schedule; and
  - (v) an administration fee of \$492.00.
- (c) If the Premises are not separately charged or assessed in relation to outgoings, the Lessee will pay the Lessor a proportionate part of any outgoings on the basis of the proportion that the Premises bears to the total area of the Land.
- (d) The Lessor agrees to pay for the costs associated with water usage and maintenance of the septic tank located on the Premises, provided that such

maintenance is not required to be undertaken due to a negligent act or omission of the Lessee or the Lessee's Agents.

- (e) The Lessee must pay the Lessor all costs incurred by or for which the Lessor is liable in connection with:
- (i) all registration fees in connection with this Lease (if applicable);
  - (ii) any breach of covenant by the Lessee or the Lessee's Agents; and
  - (iii) any action or proceedings arising out of or incidental to any matters arising out of this Lease.

## 6. Insurances

- (a) The Lessee must take out and maintain the following insurance with an insurer approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interests in the Premises):
- (i) public liability insurance for a sum not less than that set out at Item 7 of the Schedule, or such greater amount as the Lessor may from time to time reasonably require;
  - (ii) 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, burglary and criminal damage;
  - (iii) employers' indemnity insurance including workers' compensation insurance where required by law; and
  - (iv) any other insurance that the Lessor may reasonably request.
- (b) The Lessee must pay any premiums, excess and other costs associated with the insurance set out in this clause.
- (c) The Lessor will take out and maintain building insurance for the Premises, but the Lessee will if requested by the Lessor, reimburse the Lessor for costs associated with:
- (i) making a claim; or
  - (ii) an increased premium caused by an act or omission of the Lessee or the Lessee's Agents.
- (d) In respect of the insurances required by clause 6 the Lessee must:
- (i) upon request of the Lessor, provide copies of certificates of currency;
  - (ii) notify the Lessor, within 24 hours:
    - a. when an event occurs which gives rise or which may give rise to a claim under or which could prejudice an insurance policy; or
    - b. when a policy of insurance is cancelled.
- (e) The Lessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:
- (i) render any insurance under clause 6 void or voidable (including any insurances of an adjoining or adjacent premises); or
  - (ii) cause the rate of a premium to be increased for the Premises or any adjoining or adjacent premises (except insofar as an approved development may lead to an increased premium).

**7. Indemnity**

- (a) 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.
- (b) The Lessee indemnifies and will continue to indemnify the Lessor and the Crown, and all their respective officers, employees and agents against all costs, losses, expenses, claims, damages and other liabilities (including without limitation, legal costs and expenses) as a result of any action, suit, claims, demand or proceeding taken or made by any third party arising from or in connection with:
  - (i) any breach of this Lease;
  - (ii) any loss whatsoever (including loss of use);
  - (iii) injury or damage of, or to, any kind of property or thing; and
  - (iv) 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:
    - (i) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
    - (ii) any work carried out by or on behalf of the Lessee on the Premises;
    - (iii) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
    - (iv) 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;
    - (v) any default by the Lessee in the punctual performance, observance and compliance with any of the Lessee's Covenants or obligations under this Lease; or
    - (vi) an act or omission of the Lessee or the Lessee's Agents.
- (c) The Lessee:
  - (i) agrees to occupy and use the Premises at its own risk; and
  - (ii) releases to the full extent permitted by law, the Lessor and the Crown from any liability arising from:
    - a. 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;
    - b. damage to the Premises or loss of the Lessee's personal property; and
    - c. 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.
- (d) The Lessee's obligations and releases under clause 7 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.
- (e) The Lessee's liability under clause 7 will be reduced proportionally to the extent that any costs, losses, expenses, claims, damages or other liabilities result from the negligence of the Lessor or the Crown or their respective officers, employees and agents.

**8. Maintenance, repair and cleaning**

- (a) The Lessee agrees during the Term and any Further Terms and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises, which for the avoidance of doubt includes the Lessor's fixtures and fittings, in good tenable repair having regard to the age of the buildings on the Premises and the age of the Lessor's fixtures and fittings at the Commencement Date of the Term provided that this clause shall not impose on the Lessee any obligation:
- (i) to carry out repairs or replacements that are necessary as a result of fair and reasonable wear and tear, except where such repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessee's insurance is invalidated by any act, neglect or default of the Lessee or the Lessee's Agents;
  - (ii) in respect of any structural maintenance, replacement or repair except when such structural maintenance, replacement or repair is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or by the Lessee's particular use of the Premises.
- (a) For the avoidance of doubt the term 'maintenance and repair' includes, but is not restricted to, items including RCD testing, emergency exit signage, internal and external light switches/GPO's; fridge, stove and other kitchen equipment; gutters; carpet and other flooring in the Premises; vandalism on the Premises (unless the Lessors building insurance provides cover for such vandalism), internal and external doors and furniture, as well as security/ insect screens.
- (b) The Lessee in maintaining, replacing, repairing or cleaning:
- (i) electrical fittings and fixtures;
  - (ii) plumbing;
  - (iii) painting;
  - (iv) pest control;
  - (v) air conditioning fitting and fixtures; and
  - (vi) gas fittings and fixture,
- must only use licensed trades persons.
- (c) The Lessee must ensure that the land surrounding any buildings, being part of the Premises, is kept clean and tidy.
- (a) 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 conducting pruning of shrubs and hedges.

**9. Responsibility for Securing the Premises**

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

**10. 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 without the prior written consent of the Lessor.



**11. Pest control**

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

**12. Painting**

The Lessee must paint the internal parts of the Premises only, to the satisfaction of the Lessor, before the repainting date detailed at 8 of the Schedule.

**13. Drains**

The Lessee must ensure that waste pipes, toilets, grease traps, drains and conduits in the buildings on the Premises and on the Premises do not become blocked, and if they do become blocked, the Lessee must pay the Lessor for the cost incurred by the Lessor for clearing any blockage unless that blockage has not been caused by any act or omission of the Lessee or the Lessee's Agents.

**14. Restrictions of use**

- (a) The Lessee must not or must not permit the use any part of the Premises for any purpose other than the Permitted Purpose specified in Item 6.
- (b) The Lessee must not and must not permit any person to:
  - (i) carry out on the Premises any illegal act;
  - (ii) carry out on the Premises anything causing a nuisance, damage or disturbance to the Lessor or to adjoining or adjacent properties;
  - (iii) store any dangerous substance on the Premises without the prior written consent of the Lessor;
  - (iv) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor;
  - (v) smoke inside any building on the Premises; or
  - (vi) pollute or contaminate the Premises by garbage, waste matter, oil and other pollutants.
- (c) 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.

**15. No warranty**

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

**16. Alterations**

The Lessee must not undertake or 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.

**17. Lessor's right of entry**

- (a) 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:
  - (i) inspect the Premises; or
  - (ii) carry out work that the Lessor considers necessary (without compensation to the Lessee for any inconvenience) noting that the Lessor will ensure that as little inconvenience is caused to the Lessee as is reasonable possible.
- (b) All costs and expenses incurred by the Lessor as a result of the Lessor or Authorised Persons entering the Premises to inspect 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.

**18. Report to Lessor**

The Lessee must promptly report to the Lessor any:

- (a) vandalism and damage (or situations that are likely to cause vandalism or damage) to the Premises; and
- (b) all correspondence, whether written or oral, received by the Lessee which affects the Premises and which the Lessor as the party with care, control and management of the Land ought to be notified of.

**19. Default**

- (a) A default occurs if:
  - (i) any Amounts Payable remain unpaid for 30 days after a Notice complying with clause 29 has been given to the Lessee that an amount is outstanding;
  - (ii) the Lessee does not rectify a breach of a Lessee's Covenant with 30 days from receipt of a Notice requesting the Lessee to rectify the breach;
  - (iii) the Lessee association is wound up, whether voluntarily or otherwise;
  - (iv) 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 Permitted Purpose in Item 6 of the Schedule;
  - (v) a mortgagee takes possession of the property of the Lessee under this Lease;
  - (vi) any execution or similar process is made against the Premises or the Lessee's property; or
  - (vii) the Premises are vacated, or otherwise unused for the Permitted Purpose for a period of three (3) months or more.
- (b) On the occurrence of any of the events of default specified in clause 19 the Lessor may:
  - (i) without Notice to the Lessee enter the Premises and on re-entry, the Term or any Further Term will immediately terminate; or
  - (ii) issue a Notice to the Lessee, which provides that the Term or any Further Term has ended from the date the Notice is received; or
  - (iii) issue a Notice to the Lessee, which provides that the Term or Further Term has been converted to permit the Lessee to 'hold over'.
- (c) The carrying out of the above actions does not affect the Lessor's rights in respect of any other breach by the Lessee or release the Lessee from liability in respect of the breach.

**20. Lessor may remedy breach**

If the Lessee fails to:

- (a) pay an Amounts Payable and/or breaches any of the Lessee's Covenants; and
- (b) the Lessor has given the Lessee Notice of the Amounts Payable that is due and/or any breaches of the Lessee's Covenants; and
- (c) the Lessee has failed to pay the Amounts Payable and/or rectify the breach within a reasonable time,

the Lessor may pay the Amounts Payable that is due and rectify the breach as if it were the Lessee and the Lessee must reimburse the Lessor for Amounts Payable paid by the Lessor and must also pay to the Lessor on demand the Lessor's costs incurred in rectifying any breach.

**21. Option to renew**

If the Lessee at least one month, but not earlier than six (6) months prior to the date for commencement of a Further Term, gives the Lessor Notice to grant a Further Term, and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee or the Lessee's Agents at the date that the Lessor receives the Notice, including but not limited to the payment of Amounts Payable and any interest,

the Lessor may, acting reasonably, grant a lease for a Further Term on such terms as the Lessor considers appropriate.

**22. Holding over**

If the Lessee remains in the Premises after the expiration of the Term (or Further Term, as applicable) with the consent of the Lessor, the Lessee will be a monthly Lessee at a Rent determined by the then prevailing City of Kwinana Schedule of Fees and Charges otherwise on the same terms of this Lease excepting any right to a Further Term or this clause, provided that all consents required under this Lease or at law have been obtained and are current.

**23. Termination**

- (a) The parties agree that either party may terminate this Lease:
  - (i) for any reason, upon six (6) months' Notice to the other (or such other period agreed by the parties in writing); or
  - (ii) if the Premises becomes wholly unfit for occupation because of damage, upon one (1) months written Notice to the other party (or such other period agreed by the Parties in writing).
- (b) Prior to Termination, the Lessee must, after prior consultation with the Lessor, remove the Lessee's fixtures and fittings from the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.
- (c) On re-entry the Lessor may dispose of any property (including the Lessee's fixtures and fittings that were not removed by the Lessee) and the Lessee acknowledges and agrees to reimburse the Lessor for any costs incurred in the removal, storage or disposal of the Lessee's fixtures and fittings.

**24. Assignment, subletting, charging and hiring**

- (a) The Lessee must not assign nor sub-let or part with any part of the Premises without the prior approval in writing of the Lessor and the Minister for Lands (which consent may be withheld in the Minister's absolute discretion).

- (b) If the Lessee wishes to assign or sub-let, and the Lessor and the Minister give their consent, the Lessee must pay the Lessor all costs incurred by the Lessor as a result of the assignment, sub-letting or licensing including any costs associated with:
  - (i) enquiries made by the Lessor as to the respectability, responsibility and financial standing of the proposed assignee, sub-lessee or licensee;
  - (ii) any consents required under this Lease or at law;
  - (iii) preparation of any legal documents; and
  - (iv) all other matters relating to the proposed assignment, sub-letting or licensing, whether or not the assignment, sub-letting or licensing proceeds to settlement.

**25. Casual hire of Premises**

- (a) The Lessee may hire out a part of the Premises on a casual basis provided that:
  - (i) such use is consistent with the Permitted Purpose;
  - (ii) the period of hire is no greater than 12 hours per week; and
  - (iii) the Lessor has provided prior written consent to the hire (which may be withheld in the Lessor's absolute discretion).
- (b) At any time, the Lessor may request the Lessee provide:
  - (i) the names and addresses of all persons who hired any part of the Premises; and
  - (ii) details of the hire fees charged and received by the Lessee.

**26. Property Law Act 1969**

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

**27. No mortgage or charge**

The Lessee must not mortgage or charge the Premises.

**28. Disputes**

- (a) 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**).
- (b) Within 30 Business Days of a party receiving a Dispute Notice, the Parties must meet and attempt to resolve the dispute and ensure each parties' authorised officers or delegates attend.
- (c) 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.
- (d) The parties agree that the decision of the arbitrator is final and binding.
- (e) This clause will continue after the expiration or earlier determination of this Lease in respect of any dispute occurring or arising in connection with this Lease, regardless of whether the dispute arose before the expiration or earlier determination or thereafter.

**29. Notice**

- (a) 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 post or electronic mail to that party's address.
- (b) A Notice given to a party is deemed to have been given and received:



- (i) if posted, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (ii) 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.

**30. Miscellaneous**

- (a) All things which the Lessor can do under this Lease may be done by the CEO, an employee or agent of the Lessor.
- (b) 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.
- (c) 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 other parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.
- (d) 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.
- (e) Failure to exercise or delay in exercising any right in this Lease by a party does not operate as a waiver of that right.

**31. Additional Terms**

Each of the terms specified in Item 10 of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease.

**SCHEDULE**

<b><u>Item 1</u></b>	Land and Premises	<p>(a) Land Lot M 1084 on Deposited Plan 216209, being the part of the land comprised in Certificate of Title Volume LR3015 Folio 613 (Reserve 24302).</p> <p>(b) Premises The Thomas Oval Facility Building, being the part of the Land which for identification purposes is identified as the building and outlined 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.</p>
<b><u>Item 2</u></b>	Term	2 years
<b><u>Item 3</u></b>	Commencement Date	1 October 2022
<b><u>Item 4</u></b>	Further Terms	1st - 2 years commencing 1 October 2024 2nd - 2 years commencing 1 October 2026
<b><u>Item 5</u></b>	Rent	\$118 per annum plus GST payable on the Commencement Date together with an administration fee of \$492.00 plus GST.
<b><u>Item 6</u></b>	Permitted Purpose	Model Railway Club and uses reasonably associated with such Permitted Purpose.
<b><u>Item 7</u></b>	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.
<b><u>Item 8</u></b>	Internal Painting Dates	At the expiry of the Term (or Further Term), unless otherwise provided by the Lessor to the Lessee in writing.
<b><u>Item 9</u></b>	Notice Details	<p><b>Lessor</b> The City of Kwinana (ABN 13 890 277 321) Address: PO Box 21 Kwinana WA 6966 Email: propertymanagement@kwinana.wa.gov.au Telephone: 08 9439 0200</p> <p><b>Lessee</b> Kwinana Model Railway Inc. (A1011604G) Address: c/- 3 Gaffin Way, Kwinana, WA 6267 Email: lg1659@gmail.com Telephone: 0449 786 604 or 0422 412 942</p>

**Item 10**

## Additional terms and covenants

## 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 own cost, and where any alteration is required to the Premises clause 16 will apply;
- (c) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Local Government, Sport and Cultural Industries; and
- (d) indemnify and keep indemnified the Crown and the Lessor from and against:
  - (i) any breach of the Liquor Control Act 1988 or the Liquor Control Regulations 1989 or any other relevant law that may be in force from time to time;
  - (ii) any breach of a licence or permit granted, or breach of any conditions imposed under such licence or permit, for which the Crown would otherwise be liable as the respective owner of the Land or the Lessor would be liable as the party with care, control and management of the Premises.

**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 Wayne Jack  
Chief Executive Officer

**EXECUTED** by **KWINANA MODEL RAILWAY INC.** (A1011604G) in accordance with the constitution in the presence of:

\_\_\_\_\_  
Office Holder Sign

\_\_\_\_\_  
Office Holder Sign

\_\_\_\_\_  
Name (BLOCK LETTERS):

\_\_\_\_\_  
Name (BLOCK LETTERS):

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

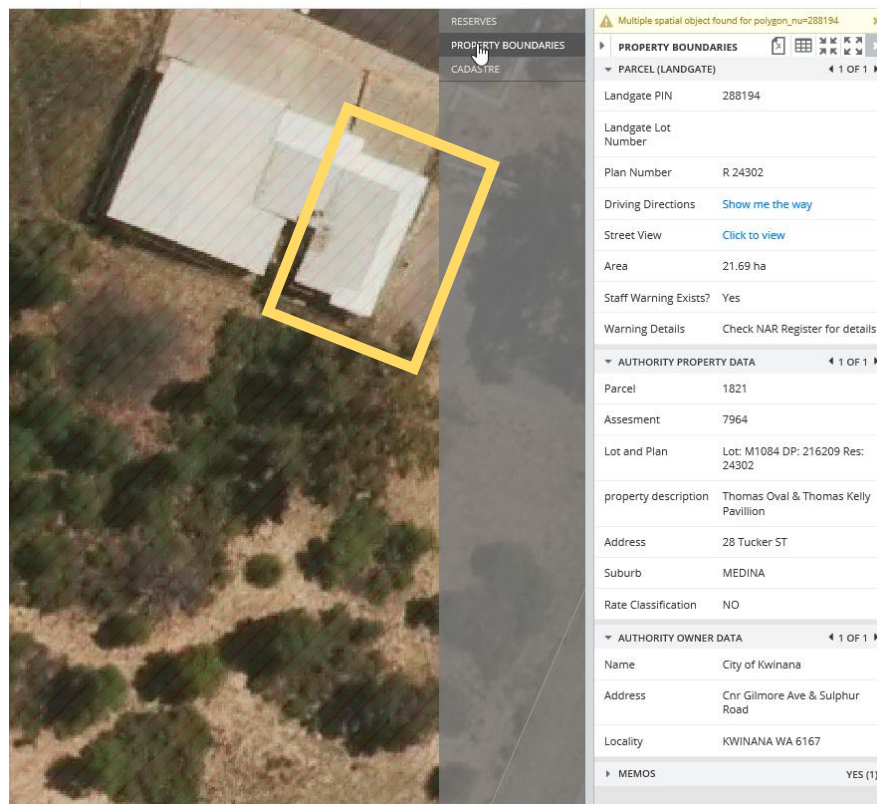
\_\_\_\_\_  
Address:

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

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



# ANNEXURE 1 – SKETCH OF PREMISES



## ANNEXURE 2 - MAINTENANCE SCHEDULE

Maintenance Type	Lessor	Lessee
<b>General</b>		
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	Yes	Yes (only where found to be illegally locked, costs for reinstatement of access to be the Lessee's responsibility)
Exit Doors & Signs	Yes	No
Public Safety & Compliance.	No	Yes
Fire Extinguishers & Hoses Maintenance and Replacement *	Yes	No
Security Monitoring & Equipment	Yes	Yes
Oven & Exhaust Vent	Yes (Replacement only)	Yes
Kitchen Appliances (i.e. Fridges, Toasters etc)	No	Yes
<b>Ceiling / Roof</b>		
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 ( <i>cleaning only</i> )
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> )
<b>Walls (internal / external)</b>		
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
<b>Floors</b>		
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
<b>Electrical</b>		
Fittings (lights, power points, switches)	Yes <i>Replace and Repair</i>	Yes <i>Cleaning only, Additional at cost of lessee</i>
Replacement of Globes	Yes <i>External</i>	Yes* <i>Internal</i>
Costs for additional points	Yes <i>External</i>	Yes* <i>Internal</i>
Wiring (Excluding damage or use causing overloading).	Yes	Yes <i>Overloading</i>
<b><i>Electrical work (excluding non-fixtures) undertaken by Lessee's electrical contractor must be approved by the Lessor prior to works commencing.</i></b>		
<b>Plumbing</b>		
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>Water Replenishment unless System Failure</i>

	<i>And Water replenishment if system failure</i>	
Water Supply	No	Yes
<b>External</b>		
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
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
<b>Special Items</b>		
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.



**ANNEXURE 3 – CONSENT OF THE MINISTER FOR LANDS**

DRAFT

## **18.5 PROPOSED DISPOSITION BY WAY OF LEASE - YOGA ROOM, 7 SKERNE STREET KWINANA - CITY OF KWINANA AND TRAINING ALLIANCE GROUP OF AUSTRALIA**

### **SUMMARY**

Training Alliance Group of Australia ('Training Alliance') seek to enter into a lease for use of the City's premises known as the Yoga room at the Kwinana Recquatic Centre.

Council approval is sought to negotiate and enter into a lease with Training Alliance for a period of 1 year and 2 months, expiring on the 30 June 2023.

### **OFFICER RECOMMENDATION**

**That Council:**

- 1. Authorise the Chief Executive Officer to give local public notice of the proposed disposition of the Yoga Room at 7 Skerne Way, Kwinana to Training Alliance Group Australia in accordance with section 3.58(3) of the *Local Government Act 1995*, for a period of 1 year and 2 months.**
- 2. Advertise the proposed rent to be \$45,000 per annum as detailed in the valuation report completed by McGees Property on 12 May 2022.**
- 3. Subject to no objections being received, authorise the Chief Executive officer to negotiate and execute a lease agreement with Training Alliance Group Australia on the City's behalf, including making any subsequent amendments not significant in nature.**

### **VOTING REQUIREMENT**

Absolute Majority

### **DISCUSSION**

Training Alliance provides individuals with skills to enhance their careers or create opportunities to secure employment. They are a leading provider of education in Western Australia whose purpose is to pass on knowledge, skills and/or capabilities to other West Australians.

Training Alliance previously occupied the Yoga room at the Kwinana Recquatic Centre pursuant to a sub-lease issued to them by Stirling Skills Alliance. That sub-lease lapsed on 30 March 2022 at which time Training Alliance were to vacate the premises. Negotiations were undertaken between the City and Training Alliance, following which a new lease has been requested until 30 June 2023.

McGees Property provided the City with a valuation report on 12 May 2022, showing a market rental valuation of \$45,000 per annum (plus GST and outgoings).

Training Alliance have reviewed the proposed lease agreement and provided their in-principle agreement to the terms, which do not differ greatly to those of the previous sub-lease. However, they will no longer receive the previous "not for profit" subsidy they were previously in receipt of since commencement of the sub lease.

**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.

<b>Strategic Community Plan</b>			
<b>Outcome</b>	<b>Strategic Objective</b>	<b>Action in CBP (if applicable)</b>	<b>How does this proposal achieve the outcomes and strategic objectives?</b>
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	2.1.4 – Develop a Pathways to Employment Plan	Assists in increasing the skills and knowledge of the community
	2.2 – Create strong regional connections that will improve the ability for residents to access jobs, training and goods and services	2.2.3 – Contribute to the development of an Economic and Spatial Governance Plan	Assists in increasing the skills and knowledge of the community

**SOCIAL IMPLICATIONS**

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

<b>Social Strategy</b>			
<b>Social Outcome</b>	<b>Objective</b>	<b>Strategic Priority</b>	<b>How does this proposal achieve the social outcomes, objectives and strategic priorities?</b>
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>2.4 – Facilitate initiatives that encourage social interaction and connection at both a local and community wide level</p> <p>2.5 – Support and deliver programs that promote awareness of diversity and the importance of</p>	The increased skills and knowledge obtained by the training provided allows all who attend to be able to interact with the community and develop work placed opportunities.

		inclusivity, tolerance and harmony	
3 – Informed and Capable	3.0 – Information, learning and development opportunities enhance individual and community capacity	3.3 – Develop programs and infrastructure that facilitate diverse learning opportunities and the exchange of information and knowledge	Assists in increasing the skills and knowledge of the community

## LEGAL/POLICY IMPLICATIONS

Section 3.58 of the *Local Government Act 1995* sets out the process for disposing of property, stating that a local government can dispose of property if, prior to disposing of said property, it gives local public notice of the proposed disposition and allowing 2 weeks submission period.

## FINANCIAL/BUDGET IMPLICATIONS

This lease will provide an annual income of \$45,000 per annum plus GST and outgoings and all costs associated with the valuation and lease administration will be recouped.

## ASSET MANAGEMENT IMPLICATIONS

The implications for this report are the ongoing management and administration required by all of the City's lease of property.

## ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

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

## COMMUNITY ENGAGEMENT

As a result of the continuation of this leasing of the premises to Training Alliance there will be various continued positive community engagement implications.

## ATTACHMENTS

- A. Training Alliance FINAL Report - Part 7 Skerne Street Kwinana - 11.05.22 - Confidential
- B. Proposed Lease - City of Kwinana and Training Alliance - 7 Skerne Street - 2022 [↓](#)

## Lease of 7 Skerne Street, Kwinana Town Centre

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City of Kwinana (ABN 13 890 277 321)

Training Alliance Group Australia Pty Ltd (ACN  
161 756 752)



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## Details

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### Parties

**City of Kwinana**

of PO Box 21, Kwinana, Western Australia 6966 (ABN 13 890 277 321)  
(Lessor)

**Alliance Training Group Australia Pty Ltd**

of Level 1 / 14 Vantor Avenue, West Perth  
(ACN 161 756 752)  
(Lessee)

### Background

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

# Agreed terms

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## 1. Definitions

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

**Amounts Payable** means the Rent and any other money payable by the Lessee under this Lease, including the cost of a market leasehold valuation undertaken on behalf of the City by McGees Property, West Perth, and the administration fee as per the City's Schedule of Fees and Charges 2022/2023.

**Authorised Person** means:

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

**Authority** includes any governmental or public authority of any kind.

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

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

**Commencement Date** means the date of commencement of the Term specified in **Item 33** of the Schedule.

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

**Contamination** is the state of being contaminated as that word is defined in the *Contaminated Sites Act 2003*.

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

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

**Exclusive Areas** means the part of the Land and Building comprising that the Lessee has an exclusive right to use;

**Good Repair** means good and substantial leasable repair and in clean, good working order and condition.

**Environmental Harm** has the same meaning as that term is defined in the *Environmental Protection Act 1986*.

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

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

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

**Lessee's Agents** includes:

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



- (ii) any person on the Premises by the authority of a person specified in paragraph (a).

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

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

**Lessor** includes:

- (a) in the case of a person, that person's executors, administrators and assigns; and  
(b) in any other case, the Lessor's successors and assigns;

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

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

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

**Party** means the Lessor or the Lessee according to the context.

**Pollution** means any thing that is pollution within the meaning of that words as defined in the *Environmental Protection Act 1986* that is not authorised under any law.

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

**Rent** means the rent specified in **Item 44** of the Schedule.

**Schedule** means the Schedule to this Lease.

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

**Term** means the term of years specified in **Item 2** of the Schedule.

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

## 2. Interpretation

In this Lease, unless expressed to the contrary:

- (a) words importing:
- (a) the singular includes the plural and vice versa; and  
(b) a gender or genders include each other gender;
- (b) if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
- (a) a natural person includes a body corporate or local government;

- (b) a body corporate or local government includes a natural person;
- (c) a professional body includes a successor to or substitute for that body;
- (d) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of it.
- (f) a right includes a benefit, remedy, discretion, authority or power;
- (g) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) this Lease or provisions of this Lease or any other deed, agreement, instrument or contract includes a reference to:
  - (i) both express and implied provisions; and
  - (j) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (k) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (l) any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (m) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Lease;
- (d) the covenants and obligations on the part of the Lessee not to do or omit to do any act or thing include:
  - (a) covenants not to permit that act or thing to be done or omitted to be done by a Lessee's Agent; and
  - (b) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

### 3. Grant of lease

The Lessor leases to the Lessee the Premises for the Term subject to:

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

## 4. Quiet enjoyment

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

## 5. Rent and other payments

The Lessee covenants with the Lessor:

### 5.1 Rent

To pay to the Lessor the Rent set out at **Item 4** of the Schedule on and from the Commencement Date clear of any deductions.

### 5.2 Interest

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

### 5.3 Costs

(1) To pay to the Lessor on demand:

- (a) all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Lease;
- (b) all registration fees in connection with this Lease; and
- (c) all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.

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

- (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
- (b) any breach of covenant by the Lessee or the Lessee's Agents;
- (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
- (d) any work done at the Lessee's request; and
- (e) any action or proceedings arising out of or incidental to any matters referred to in this clause 5.3 or any matter arising out of this Lease.

### 5.4 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

## 6. Rent Review

### 6.1 Rent to be Reviewed

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

### 6.2 Methods of Review

The review will be either based on CPI or a Market Review. The basis for each rent review is as identified for each Rent Review Date in **ITEM 5** of the Schedule.

### 6.3 CPI Review

A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

### 6.4 Market Rent Review

- (1) A rent review based on market rent will establish the current market rent for the Premises (which will not be less than the Rent payable in the period immediately preceding the Rent Review Date) by agreement between the parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the substitution of the CPI with an equivalent index for the Premises is not reached at least one (1) month prior to the relevant Rent Review Date then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the parties. The parties will be entitled to make submissions to the Valuer.
- (4) In this **clause 6**, “current market rent” means the rent obtainable for the Premises in a free and open market if the Premises was unoccupied and offered for rental for the use for which the Premises is permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
  - (a) any improvements made or effected to the Premises by the Lessee; and
  - (b) any rent-free periods, discounts or other rental concessions.

### 6.5 Rent will not decrease

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

### 6.6 Lessor's right to review

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

## 7. Outgoings and Services

### 7.1 Rates and Taxes

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

### 7.2 Services separately assessed

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

### 7.3 Bulk supplies of Services

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

## 8. Insurance

### 8.1 Insurance required

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

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



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

## **8.2 Building Insurance to be taken out and maintained by the Lessor**

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

## **8.3 Details and receipts**

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

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

## **8.4 Payment of excess on insurance**

The Lessee agrees with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clause 8.1** and **clause 8.2**.

## **8.5 Not to invalidate**

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

- (a) render any insurance effected under **clause 8.1** and **clause 8.2** on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

## **8.6 Report**

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

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

## **8.7 Settlement of claim**

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 8.1** and **clause 8.2**.

### 8.8 Lessor as attorney

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

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

## 9. Indemnity

### 9.1 Lessee responsibilities

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

### 9.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:
  - (a) any loss whatsoever (including loss of use);
  - (b) injury or damage of, or to, any kind of property or thing; and
  - (c) the death of, or injury suffered by, any person,caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
  - (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
  - (e) any work carried out by or on behalf of the Lessee on the Premises;
  - (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
  - (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
  - (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
  - (i) an act or omission of the Lessee.

### 9.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 9.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

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

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

#### **9.5 Release**

- (1) The Lessee:

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

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

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

### **10. Limit of Lessor's liability**

#### **10.1 No liability for loss on Premises**

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

#### **10.2 Limit on liability for breach of Lessor's covenants**

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

## 11. Maintenance, repair and cleaning

### 11.1 Generally

- (1) The Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's fixtures and fittings and any accessories) in good repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:
  - (c) to carry out maintenance, repairs or replacement that are necessary as a result of reasonable fair wear and tear; or
  - (d) to undertake any structural maintenance, replacement or repair,except when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents (including its use of the Premises).
- (2) The Parties, respectively, agree to comply with their maintenance obligations as specified in **Annexure 2** of this Lease as well as in this **clause 11**. In the event of an inconsistency between an obligation specified in **Annexure 2** and an obligation specified in this **clause 11**, the obligation specified in this **clause 11** prevails.
- (3) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing, repairing or cleaning:
  - (e) any electrical fittings and fixtures;
  - (f) any plumbing;
  - (g) any air-conditioning fittings and fixtures; and
  - (h) any gas fittings and fixtures,in or on the Premises use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.
- (4) The Lessee must take such reasonable action as is necessary to:
  - (i) prevent, if it has occurred as a result of the Lessee's use of the Premises; and
  - (j) rectify or otherwise ameliorate,the effects of erosion, drift or movement of sand, soil, dust or water on or from the Premises.

### 11.2 Cleaning

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

### 11.3 Repair

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

#### 11.4 Responsibility for Securing the Premises

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

#### 11.5 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time without the prior written consent of the Lessor.

#### 11.6 Pest control

The Lessee must keep the Premises free of any pests and vermin, and the costs of eradication will be borne by the Lessee.

#### 11.7 Painting

- (1) The Lessee must on or before each repainting date as stated in **Item 88** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally, unless otherwise agreed by the Lessor in writing.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
  - (a) do so in a proper manner using good quality materials;
  - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
  - (c) comply with all reasonable directions given or requests made by the Lessor; and
  - (d) be finished in a proper and workmanlike manner.

### 12. Use

#### 12.1 Restrictions on use

##### (1) Generally

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

- (a) use the Premises or any part of it for any purpose other than the **Permitted Purpose** as set out in **ITEM 6** of the Schedule; or
- (b) use the Premises for any purpose which is not permitted under any local or town planning scheme, local laws, acts, statutes or any law relating to health.

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

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

##### (3) No nuisance

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

##### (4) No dangerous substances



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

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

**(5) No harm or stress**

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

**(6) No signs**

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

**(7) No smoking**

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

**(8) Consumption of alcohol**

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

**(9) Sale of Alcohol**

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

**(10) Removal of rubbish**

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

**(11) No pollution**

The Lessee must do all things necessary to prevent Pollution, Contamination or Environmental Harm to the Premises by the storage of garbage, refuse, waste matter, oil and other pollutants on the Premises.

**12.2 No warranty**

The Lessor gives no warranty:

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

### 12.3 Lessee to Observe Copyright

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

### 12.4 Premises Subject to Restrictions

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises, including any limitations, interests, encumbrances and notifications in the Second Schedule of Certificate of Title Volume 2615 Folio 989.

### 12.5 Indemnity for Costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, reasonably incurred by the Lessor by reason of any claim in relation to any matters set out in this **clause 2**.

## 13. Alterations

### 13.1 Restriction

- (1) The Lessee must not without prior written consent:
- (i)
    - (a) from the Lessor;
    - (b) from any other person from whom consent is required under this Lease; or
    - (c) as required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
  - (ii) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
  - (c) subject to the performance of the Lessee's obligations in **clause 11**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

### 13.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 12.1** the Lessor may:
- (a) consent subject to conditions; and
    - (a) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent; and
    - (b) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
  - (b) if the Lessor consents to any matter referred to in clause 13.1:
    - (a) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and

- (b) the Lessee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

### 13.3 Cost of Works

All works undertaken under this **clause 13** will be carried out at the Lessee's expense.

### 13.4 Conditions

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

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

## 14. Lessor's right of entry

### 14.1 Entry on Reasonable Notice

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

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

### 14.2 Costs of Rectifying Breach

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

## 15. Statutory obligations and notices

### 15.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 12**;
- (c) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (d) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

### 15.2 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

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

## 16. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police, and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, Contamination, Environmental Harm or Pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

## 17. Default

### 17.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for 14 days after a Notice has been given to the Lessee that an amount is outstanding;
- (b) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the business conducted at the Premises is wound up whether voluntarily or otherwise;
- (d) a mortgagee takes possession of the property of the Lessee including this Lease;
- (e) any execution or similar process is made against the Premises or the Lessee's property;

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- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the Permitted Purpose for a six-month period or more; or
- (g) a person other than the Lessee or a permitted sub-lessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

## 17.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 17.1** the Lessor may:

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

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

## 17.3 Lessor may remedy breach

If the Lessee:

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

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

## 17.4 Acceptance of Amount Payable by Lessor

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

## 17.5 Essential Terms

Each of the Lessee's Covenants in **clauses 5** (Rent and Other Payments), **8** (Insurance), **9** (Indemnity), **11** (Maintenance, Repair and Cleaning), **12** (Use), **0** (Assignment, Sub-letting and Charging) and **29** (Goods and Services Tax), is an essential term of this Lease but this clause **17.5** does not mean or imply that there are no other essential terms in this Lease.

## 17.6 Breach of Essential Terms

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

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and



- (c) the Lessee covenants with the Lessor that if the Term is determined:
  - (a) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
  - (b) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

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

- (d) the Lessee agrees that the covenant set out in this **clause 1.1(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.
- (f) If the Lessor is able to re-let the Premises in the period between the date of early determination and the date when the Term of the Lease was due to expire under **ITEM 2** or **ITEM 3**, as applicable, the Lessor may reimburse the Lessee for any Amounts Payable that the Lessee has paid to the Lessee and which the Lessor has recovered from a new lessor in the period between the date of early determination and the date when the Term of the Lease was due to expire under **ITEM 2** or **ITEM 3**, as applicable.

## 18. Damage or destruction of Premises

### 18.1 Abatement of Rent

If the Premises are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Premises have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this clause 18.1 it will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012*, and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent, which according to the award appears to have been overpaid.

### 18.2 Total Damage or Destruction

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

## 19. Option to renew - Not applicable

If the Lessee at least one month, but not earlier than 3 months, prior to the date for commencement of the Further Term, gives the Lessor a Notice to grant the Further Term and:

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

- (b) the performance or observance of the Lessee's Covenants,

the Lessor shall grant to the Lessee a lease for the Further Term at the Rent and on terms and conditions similar to this Lease other than this **clause 19** in respect of any Further Term previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

## 20. Holding over

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

## 21. Restore premises

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

## 22. Yield up the premises

### 22.1 Peacefully surrender

On Termination the Lessee must:

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

### 22.2 Clause 22.1 to survive termination

The Lessee's obligation under **clause 22.1** will survive termination.

## 23. Removal of property from Premises

### 23.1 Remove property prior to termination

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

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

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

## 24. Assignment, Sub-letting and Charging

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

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

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

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

- (a) the proposed assignee or sub-lessee is a respectable and responsible person of good financial standing capable of continuing the Permitted Purpose as set out in **ITEM 7** of this Schedule;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;
- (c) the Lessee procures the execution by:
  - (a) the proposed assignee of a deed of assignment; or
  - (b) the proposed sub-lessee of a deed of sub-lease,to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors; and
- (d) the assignment contains a covenant by the assignee or sub-lessee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants.

### 24.3 Consents of Assignee Supplementary

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

### 24.4 Property Law Act 1969

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

### 24.5 Costs for assignment and sub-letting

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

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee or sub-lessee;
  - (b) any consents required under this Lease or at law; and
  - (c) all other matters relating to the proposed assignment or sub-letting,
- whether or not the assignment or Sub-letting proceeds.

## 24.6 No mortgage or charge

The Lessee must not mortgage, charge or encumber the Premises.

## 25. Disputes

### 25.1 Referral of Dispute: Phase 1

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

### 25.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 25.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and the Lessee's Representative (**Lessee's Representative**) for the purpose of resolving the dispute.

### 25.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 25.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

### 25.4 Payment of Amounts Payable to Date of Award

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

## 26. Prior notice of proposal to change rules

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

## 27. Provision of information

The Lessee agrees to provide to the Lessor:

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

## 28. Caveat

### 28.1 No absolute caveat

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

## 28.2 CEO and Lessor as attorney

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

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

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

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

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

## 28.3 Ratification

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

## 28.4 Indemnity

The Lessee indemnifies the Lessor against:

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

# 29. Goods and Services Tax

## 29.1 Definitions

The following definitions apply for the purpose of this clause:

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



**29.2 Lessee to pay GST**

- (1) The Consideration will be increased by the amount of the GST, if any, which the Lessor is required under the Act to pay on any Supply made under this Lease.
- (2) The Lessee must pay any increase referred to at **clause 29.2(1)** whether it is the Lessee or any other person who takes the benefit of any Supply.
- (3) The Lessee must pay the amount of the GST to the Lessor at the same time and in the same manner as the Lessee is required to pay the Consideration under this Lease.

**29.3 Consideration in Kind**

If consideration in kind is accepted by the Lessor for any Supply made under this Lease, the GST amount payable to the Lessor under **clause 29.2(2)** in respect of the consideration in kind will be calculated by using the prevailing market value of the consideration in kind as determined by the Lessor.

**29.4 No Contribution from Lessor**

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

**29.5 Statement of GST paid is Conclusive**

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

**29.6 Tax Invoices**

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

**29.7 Reciprocity**

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

**30. No Fetter**

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

**31. Additional Terms Covenants and Conditions**

Each of the terms, covenants and conditions (if any) specified in **ITEM 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.

## 32. Commercial Tenancy Act

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

## 33. Acts by agents

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

## 34. Governing law

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

## 35. Statutory powers

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

## 36. Notices

### 36.1 Form of delivery

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

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

### 36.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 36.1(b)** at the time of leaving the Notice, provided the Notice is left during normal business hours;
- (c) if by post to an address specified in **clause 36.1(b)**, on the fifth business day following the date of posting of the Notice; and
- (d) if sent by electronic mail and the sender does not received 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.

### 36.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO or an authorised person;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent or authorised person of the individual, corporation, local government or association giving the Notice.

### 37. Severance

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

### 38. Variation

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

### 39. Moratorium

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

### 40. Further assurance

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

### 41. Payment of money

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

### 42. Waiver

#### 42.1 No general waiver

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

#### 42.2 Partial exercise of right power or privilege

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

# Schedule 1

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## Item 1 Land and Premises

### (a) Land

The property known as 7 Skerne Street, Kwinana Town Centre, Western Australia, being more particular described as Lot 109 on Deposited Plan 70670, being the whole of the land comprised in Certificate of Title Volume 2786 Folio 116.

### (b) Premises

The part of the Land, as identified on the plan annexed hereto (Annexure 1), being office space (area 258m<sup>2</sup>) and including all fixtures and fittings belonging to the Lessor on the Premises, and all alterations, additions and improvements made to the Premises by the Lessor before or during the term of this Lease.

## Item 2 Term

One (1) year and two (2) months commencing on 1 April 2022 and expiring on 30 June 2023.

## Item 3 Commencement Date

1 April 2022

## Item 4 Rent

\$45,000 per annum plus GST payable by monthly instalments of \$3750.00 in advance.

## Item 5 Rent Review

Manner in which Rent is to be reviewed:

Rent Review Date	Manner of Review
1 April 2023	CPI Review

## Item 6 Permitted purpose

Office – Training provider and uses reasonably ancillary thereto.

## Item 7 Public liability insurance

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

## Item 8 Repainting Dates

On 30 June 2023, unless otherwise advised by the Lessor in writing. Repainting applies only to the interior of the Premises.

## Item 9 Notice Details

### Lessor

**The City of Kwinana (ABN 13 890 277 321)**

Address: PO Box 21 Kwinana WA 6966

Email: [PropertyManagement@kwinana.wa.gov.au](mailto:PropertyManagement@kwinana.wa.gov.au)

### Lessee

**Training Alliance Group Australia (ABN 80 161 756 752)**

Address: Level 1/14 Ventnor Avenue, West Perth, WA

Email: [shannon@trainingalliance.com.au](mailto:shannon@trainingalliance.com.au)

Email

Accounts: [accounts@trainingalliance.com.au](mailto:accounts@trainingalliance.com.au)

## Item 10 Additional terms and covenants

### 10.1 Liquor licence

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

- (i) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 13** shall apply;
- (ii) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
  - (a) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Premises, and such policies must be displayed in a prominent position on the Premises at all times; and
  - (b) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Premises.
- (iii) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy) to the Lessor as soon as practicable after the date of grant; and
- (iv) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

### 10.2 Minimise nuisance to neighbours

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



**10.3 Right to terminate upon notice**

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

**10.4 Use of Premises in Emergency**

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

DRAFT

## Signing page

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**EXECUTED**

2021

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

---

Signature of Mayor

Carol Adams

---

(Print Full Name)

---

Signature of Chief Executive Officer

Wayne Jack

---

(Print Full Name)

**EXECUTED** by **TRAINING ALLIANCE GROUP  
AUSTRALIA PTY LTD** (ACN 161 756 752) in  
accordance with the requirements of section 127  
of the *Corporations Act 2001 (Cth)* by:

---

Signature of Director

Alex Pereira

---

(Print Full Name)

---

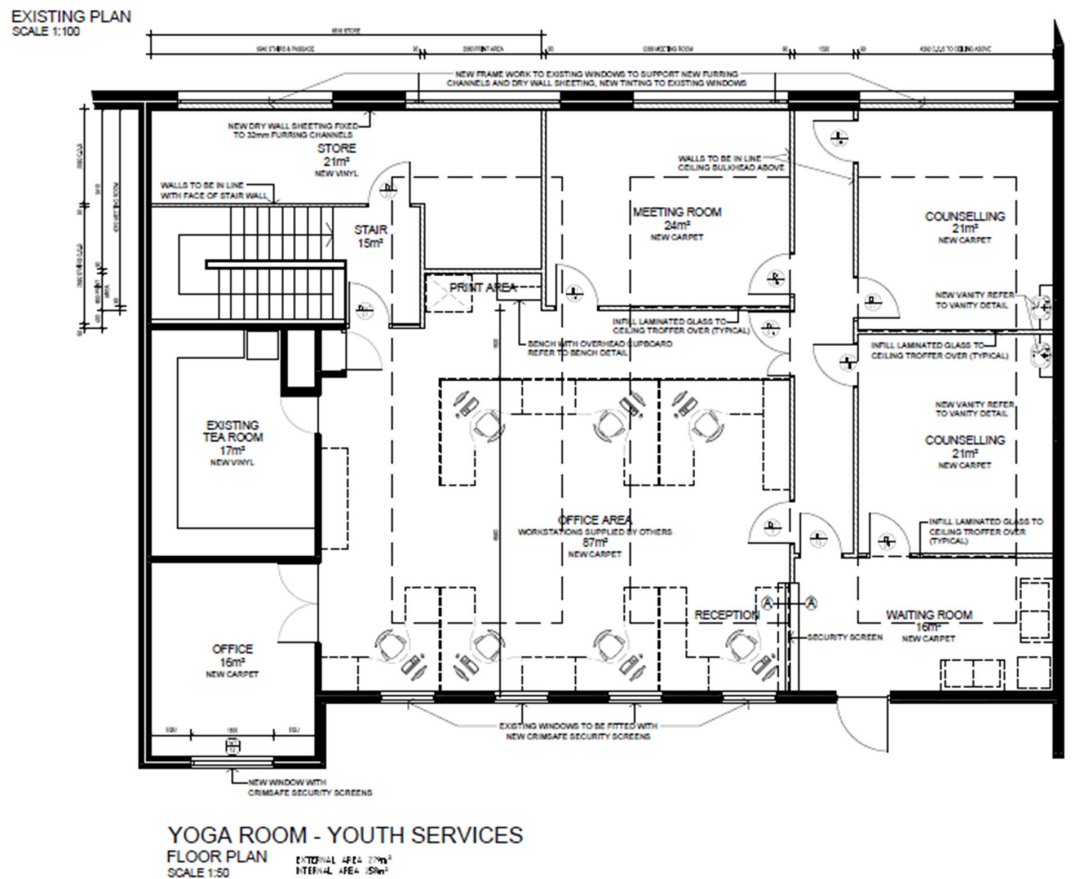
Signature of Director

Bala Suppiah

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(Print Full Name)

# Annexure 1 – Sketch of Premises



## Annexure 2 – Maintenance Schedule

Maintenance Type	Lessor	Lessee
<b>General</b>		
All Structural Repairs	Yes	No
Cleaning & Cobweb Removal (Hygienic & tidy condition at all times)	No	Yes
Vermin Control (Rats, Insects etc)	Yes <i>(White ant inspection only)</i>	Yes
Vandalism / Graffiti	Yes <i>(external only) *</i>	Yes <i>(internal only) *</i>
Windows (Except malicious damage by patron)	No	Yes
Emergency Exit Lighting	Yes <i>(Servicing &amp; Replacement unless damaged by tenant)</i>	No
Doors, Public Safety & Compliance.	Yes <i>(Compliance)</i>	Yes <i>(Only where found to be illegally locked, costs for reinstatement of access to be the Lessee's responsibility)</i>
Fire Extinguishers & Hoses	Yes <i>(Maintenance &amp; Replacement*)</i>	
Security Monitoring & Equipment	Yes	
Kitchen Appliances (i.e. Fridges, Toasters etc)	No	Yes
<b>Ceiling / Roof</b>		
Ceiling	Yes <i>(Structural repairs)</i>	Yes <i>(Exclusive areas only &amp; cleaning and minor repairs)</i>
Roof (including leaks, broken tiles etc)	Yes	No
Gutters & Downpipes	Yes	No
Air-conditioning / Heating (Servicing)	Yes	No
Air-conditioning Vents	Yes	Yes <i>(Cleaning of exclusive areas only)</i>
<b>Walls (internal / external)</b>		
<u>Walls</u>	Yes <i>(external only)</i>	Yes <i>(Exclusive areas only – cleaning, minor repairs and painting as per the lease)</i>
Window Cleaning	No	Yes <i>(Exclusive areas only including tracks and flyscreens)</i>
Security Screens	Yes <i>(repair only) *</i>	Yes <i>(Exclusive areas - cleaning only)</i>
Flyscreens	Yes <i>(repair only) *</i>	Yes <i>(Exclusive areas - cleaning only)</i>
Doors (external)	Yes*	Yes

		<i>(Exclusive areas - cleaning only)</i>
Doors (internal)	No	Yes <i>(Exclusive areas)</i>
Locks	No	Yes
Replacement Keys	No	Yes
Internal Painting	No	Yes <i>(Exclusive areas only - touch ups and repairs as per Lease)</i>
Cupboards	Yes	Yes <i>(Maintenance &amp; cleaning only)</i>
Blinds / Curtains	Yes	Yes <i>(Repair, maintenance &amp; cleaning)</i>
<b>Annexure 2 – Maintenance Obligations (cont.)</b>		
<b>Maintenance Type</b>	<b>Lessor</b>	<b>Lessee</b>
<b>Floors</b>		
Carpet **	Replacement if damaged under an insurable event	Exclusive Areas Only – Dry Cleaned at end of terms unless agreed otherwise in writing
Tiled Floors	Replacement if damaged under an insurable event or no longer serviceable	Keep in clean condition
<b>Electrical</b>		
Fittings (lights, power points, switches)	Yes <i>(fittings only)</i>	
Replacement of Globes	No	Yes*
Costs for additional points	No	Yes*
Testing and Tagging	Yes <i>(RCD testing only)</i>	Yes <i>(All appliances and items-portable that belong to the tenant)</i>
Wiring (Excluding damage or use causing overloading).	Yes	Yes <i>Overloading</i>
<b><i>Electrical work (excluding Non fixtures) undertaken by the Lessee's electrical contractor must be approved by the City of Kwinana prior to works commencing.</i></b>		
<b>Plumbing</b>		
Replacement of Fixtures & Cisterns	Yes <i>Blockages caused by roots*</i>	
Hot Water System	Yes <i>Replacement and Maintenance</i>	
<b>External</b>		
Security Lighting	<i>Replacement including repairs to time clocks &amp; photoelectric cells</i> <i>Replacement of globes</i>	
Gardens	Yes	Yes <i>(Area surrounding entry to be free of litter and debris)</i>

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



**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**

NIL

**24 MAYORAL ANNOUNCEMENTS**

**25 CONFIDENTIAL ITEMS****12.1 CHIEF EXECUTIVE OFFICER PERFORMANCE REVIEW 2021/2022 AND SETTING OF 2022/2023 KEY PERFORMANCE INDICATORS AND RENUMERATION****Reason for Confidentiality**

This report and its attachments are confidential in accordance with Section 5.23(2)(a) and (c) 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
- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting

**26      CLOSE OF MEETING**