

Ordinary Council Meeting

19 February 2025

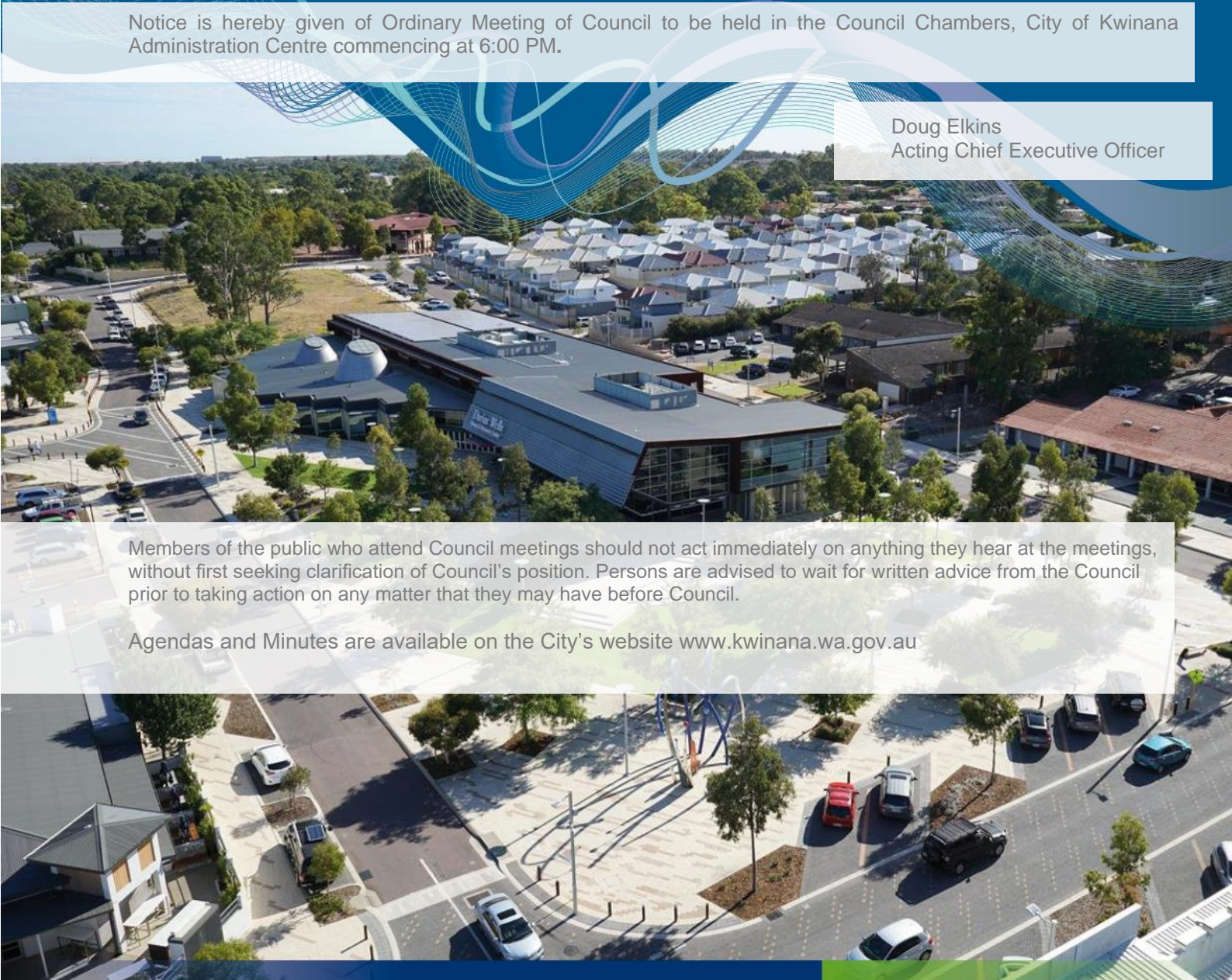
Agenda

Notice is hereby given of Ordinary Meeting of Council to be held in the Council Chambers, City of Kwinana Administration Centre commencing at 6:00 PM.

Doug Elkins
Acting Chief Executive Officer

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

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



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1 OPENING AND ANNOUNCEMENT OF VISITORS

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

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

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

2 WELCOME TO COUNTRY AND ACKNOWLEDGEMENT OF COUNTRY

DEPUTY MAYOR 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.

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 KOORT DJOORPINY NIDJA NOONGAR BOODJAR DAADJALING WAANKGANINYJ NOONGAR BOODJAR.

HELLO AND WELCOME MY HEART IS HAPPY AS WE ARE GATHERED ON COUNTRY AND MEETING HERE ON NOONGAR COUNTRY"

PRESIDING MEMBER TO READ THE ACKNOWLEDGEMENT OF COUNTRY:

"IT GIVES ME GREAT PLEASURE TO WELCOME YOU ALL HERE AND BEFORE COMMENCING THE PROCEEDINGS, I WOULD LIKE TO ACKNOWLEDGE THAT WE COME TOGETHER TONIGHT ON THE TRADITIONAL LAND OF THE NOONGAR PEOPLE AND WE PAY OUR RESPECTS TO THEIR ELDERS PAST AND PRESENT."

3 DEDICATION

Councillor David Acker 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:

Mr Wayne Jack – Chief Executive Officer

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 5 FEBRUARY 2025

RECOMMENDATION

That the Minutes of the Ordinary Council Meeting held on 5 February 2025 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****13 ENBLOC REPORTS**

14 REPORTS

14.1 APPOINTMENT OF THE WESTERN AUSTRALIAN ELECTORAL COMMISSION TO CONDUCT THE CITY OF KWINANA 2025 LOCAL GOVERNMENT ELECTIONS

SUMMARY

Under the *Local Government Act 1995* (Act), ordinary local government elections are held every 2 years on the third Saturday in October. Council members are elected for a term of up to 4 years.

The next ordinary elections will take place on 18 October 2025 to fill 4 vacancies.

In accordance with the Act, each local government must determine whether elections are conducted by in-person or postal voting. If the election will be by postal voting, the Western Australian Electoral Commission (WAEC) must conduct the election on the local government's behalf.

WAEC have provided the City with a Cost Estimate Letter and Written Agreement Letter (**Attachment A**).

Postal elections have historically resulted in a higher participation rate by eligible electors compared to conducting in-person elections.

It is recommended that Council resolve to conduct its 2025 elections by way of postal vote and that WAEC be appointed to conduct such elections on behalf of the City.

OFFICER RECOMMENDATION

That Council:

1. **Declare, in accordance with section 4.20(4) of the *Local Government Act 1995*, the Western Australian Electoral Commissioner to be responsible for the conduct of all City of Kwinana elections and polls until the end of 2025.**
2. **Decide, in accordance with section 4.61(2) of the *Local Government Act 1995*, that the method of conducting elections until the end of 2025 will be via postal elections.**
3. **Note that the estimated financial cost of the WAEC conducting the election is \$174,360 with provision made in the budget for this cost.**

NOTE: AN ABSOLUTE MAJORITY OF COUNCIL IS REQUIRED

VOTING REQUIREMENT

Absolute Majority

DISCUSSION

In accordance with sections 4.61(2) and 4.61(4) of the *Local Government Act 1995*, the local government may choose to conduct elections as a postal election. All such postal elections must be conducted by the WAEC on the City's behalf.

The City wrote to WAEC on 21 November 2024 seeking their interest in conducting elections on behalf of the City until 31 December 2025. The WAEC have advised they are willing, to do so and have requested a formal resolution of Council for their appointment. A copy of correspondence from the WAEC is provided at Attachment A.

STRATEGIC IMPLICATIONS

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

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 – Connected and Inclusive	2.0 – Equitable and inclusive social connection and engagement with community life 2.0 – Equitable and inclusive social connection and engagement with community life	2.9 – Demonstrate organisational leadership and best practice in inclusion and diversity including meeting all requirements under relevant Acts and regulations	Conducting postal votes has historically resulted in greater voter participation than in-person elections. The City seeks to increase participation by eligible voters where possible.

LEGAL/POLICY IMPLICATIONS

Local Government Act 1995

4.7. Ordinary elections day usually third Saturday in October

- (1) The effect of section 4.6 is that —
 - (a) polls for ordinary elections to elect an elector mayor or president will be held on the third Saturday in October every 4 years; and
 - (b) polls for ordinary elections to elect councillors will be held on the third Saturday in October every 2 years.
- (2) If in respect of a particular year in which ordinary elections are required to be held the Electoral Commissioner is of the opinion that it would not be in the public interest to hold polls for those ordinary elections on the third Saturday in October, the Electoral Commissioner may, by notice in the Gazette, fix a later Saturday in October, or the first, second or third Saturday in November, to be the day for holding any polls needed for those ordinary elections.
- (3) The election day can be deferred under subsection (2) —
 - (a) for all local governments; or
 - (b) for a local government or local governments specified in the notice; or
 - (c) for a class or classes of local governments specified in the notice.

- (4) *In the notice under subsection (2), or by a later notice in the Gazette, the Electoral Commissioner may adjust any time, period or date fixed under this Act to take account of the election day being deferred under subsection (2).*

4.20. CEO to be returning officer unless other arrangements made

- (1) *Subject to this section the CEO is the returning officer of a local government for each election.*
- (2) *A local government may, having first obtained the written agreement of the person concerned and the written approval of the Electoral Commissioner, appoint* a person other than the CEO to be the returning officer of the local government for —*
(a) *an election; or*
(b) *all elections held while the appointment of the person subsists.*
** Absolute majority required.*
- (3) *An appointment under subsection (2) —*
(a) *is to specify the term of the person's appointment; and*
(b) *has no effect if it is made after the 80th day before an election day.*
- (4) *A local government may, having first obtained the written agreement of the Electoral Commissioner, declare* the Electoral Commissioner to be responsible for the conduct of an election, or all elections conducted within a particular period of time, and, if such a declaration is made, the Electoral Commissioner is to appoint a person to be the returning officer of the local government for the election or elections.*
** Absolute majority required.*
- (5) *A declaration under subsection (4) has no effect if it is made after the 80th day before election day unless a declaration has already been made in respect of an election for the local government and the declaration is in respect of an additional election for the same local government.*
- (6) *A declaration made under subsection (4) on or before the 80th day before election day cannot be rescinded after that 80th day.*

4.61. Choice of methods of conducting election

- (1) *The election can be conducted as a —*
postal election *which is an election at which the method of casting votes is by posting or delivering them to an electoral officer on or before election day; or*
voting in person election *which is an election at which the principal method of casting votes is by voting in person on election day but at which votes can also be cast in person before election day, or posted or delivered, in accordance with regulations.*
- (2) *The local government may decide* to conduct the election as a postal election.*
** Absolute majority required.*
- (3) *A decision under subsection (2) has no effect if it is made after the 80th day before election day unless a declaration has already been made in respect of an election for the local government and the declaration is in respect of an additional election for the same local government.*
- (4) *A decision under subsection (2) has no effect unless it is made after a declaration is made under section 4.20(4) that the Electoral Commissioner is to be responsible for the conduct of the election or in conjunction with such a declaration.*
- (5) *A decision made under subsection (2) on or before the 80th day before election day cannot be rescinded after that 80th day.*

- (6) *For the purposes of this Act, the poll for an election is to be regarded as having been held on election day even though the election is conducted as a postal election.*
- (7) *Unless a resolution under subsection (2) has effect, the election is to be conducted as a voting in person election.*

FINANCIAL/BUDGET IMPLICATIONS

The City shall be liable for the cost of WAEC conducting postal elections on a full cost recovery basis.

The City received a cost estimate on 12 December from the WAEC to conduct the 2025 election. The Commission has estimated the cost to conduct the City of Kwinana's election in 2025 as a postal election at approximately \$174,360 (ex GST).

The estimate has been based on the following assumptions:

- a) The method of election will be postal;
- b) 4 Councillor(s) vacancies;
- c) 32200 electors;
- d) Response rate of approximately 30%
- e) Appointment of a local Returning Officer; and
- f) Count to be conducted at your office using CountWA.

City Officers contacted WAEC to request a reduction in costings, however, WAEC were unwilling to do so given the districts increase in population and increased Australia Post fees.

The total cost of the 2023 Local Government Elections was \$157,629.66 (ex GST).

Funding provision is made for the Local Government Elections in the LTFP. Adjustments will be made for this increase in cost.

ASSET MANAGEMENT IMPLICATIONS

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

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

There are no environmental implications that 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. WAEC - Correspondence to City - 2025 Ordinary Elections [↓](#)



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

Dear Mr Jack,

Cost Estimate Letter: 2025 Local Government Ordinary Election

As you are aware, the next local government ordinary election will be held on 18 October 2025. This letter is your Cost Estimate for the Western Australian Electoral Commission to conduct your election, should you proceed with making a declaration under the *Local Government Act 1995* for us to do so.

Cost Estimate

The Commission has estimated the cost to conduct your Council's election in 2025 as a postal election at approximately \$174,360 (ex GST).

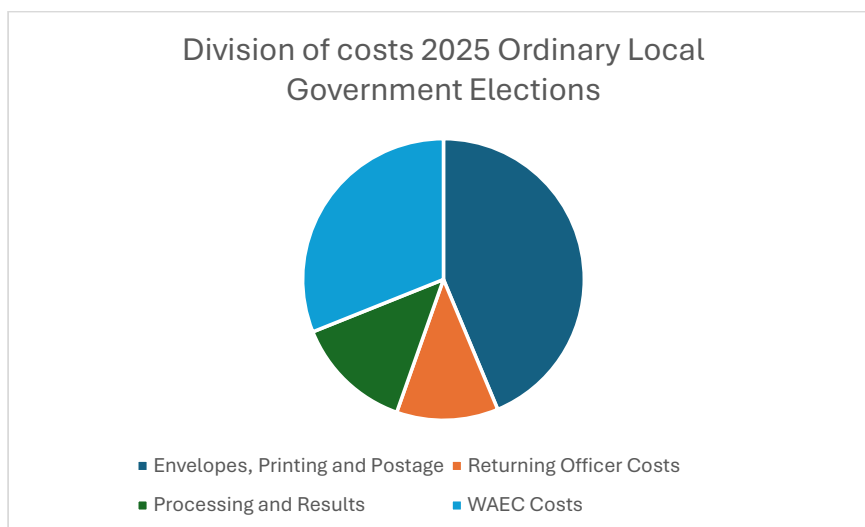
This cost has been based on the following assumptions:

- The method of election will be postal;
- 4 Councillor(s) vacancies;
- 32200 electors;
- response rate of approximately 30%
- appointment of a local Returning Officer; and
- count to be conducted at your office using CountWA.

If any of these assumptions are not correct, please contact us and we can provide a new cost estimate.

Cost Methodology

To provide your estimate, the Commission has estimated the costs of all aspects of the election, from supply of materials to staffing costs. For the 2025 Local Government elections, we have applied the following apportionment across the State:



For individual local Governments the exact apportionment of costs may differ slightly from the above, as the cost categories are determined by applying the following variables:

- Envelopes, Printing and Postage, and WAEC Costs are determined by the number of electors in your Local Government;
- Processing and Results is determined by the expected response rate for your election; and
- Returning Officer Costs are determined by the complexity of the election for the Returning Officer; we classify Local Governments into bands depending on a number of factors including number of Wards, number of vacancies and the number of candidates, and then we pay our Returning Officers a rate which reflects this band.

Estimated Cost of 2025 Local Government Elections

The Commission estimates that the total cost of conducting the Local Government Elections across Western Australia in 2025 will increase by \$1.3 million, compared to 2023. The key drivers for this cost increase are as follows:

- a 45% cost increase from Australia Post, comprising of a 25% increase which came into effect in March 2024, and an additional 20% proposed increase currently being considered by the Australian Competition and Consumer Commission, which if approved will take effect in July 2025; and
- a 9% increase in the salaries paid to Returning Officers as required by the Public Sector CSA Agreement 2024.

Variations to the final costs for your Council

In accordance with the *Local Government (Elections) Regulations 1997*, the Commission conducts elections on the basis of full accrual cost recovery. This means that should the actual costs incurred to conduct the election be less or greater than what we have estimated, the final cost may differ from the cost estimate you have been provided.

Whilst we aim to keep additional costs at a minimum wherever possible, the following are examples of where cost increases may arise:

- If a Returning Officer is selected that is not local to your area;
- If you elect for Australia Post Priority Service for the lodgement of your election package;
- If casual staff are required for the issuing of Replacement Election Packages;
- If casual staff are required to assist the Returning Officer on election day or night; or
- Unanticipated cost increases from our suppliers.

We will endeavour to keep you informed of any unanticipated cost increases as they are incurred during the election.

Service Commitment

The Commission is committed to conducting elections impartially, effectively, efficiently and professionally. Following each election event, we review our performance and identify ways to improve our service delivery.

The Commission acknowledges that during the 2023 Local Government Ordinary Elections, the results for many Local Governments were delayed. Since this time we have improved our Count Processes, and as demonstrated through extraordinary elections conducted in 2024, we are now able to finalise our results more quickly whilst still retaining accuracy and integrity.

If you have any suggestions for improvements we can make to deliver your election, your feedback is welcome at all times.

Next Steps

Should you wish to accept this cost estimate and proceed with the Electoral Commission undertaking this election, there are specific steps that must be taken under the *Local Government Act 1995*. These steps are summarised in the attached flow chart (Attachment A).

As outlined in the flow chart, if you accept this Cost Estimate then please advise of us this in writing, so that we can issue a Written Agreement letter. Both the Cost Estimate letter, and the Written Agreement letter then need to be taken to Council for a decision.

If you have any queries, please contact lgelections@waec.wa.gov.au.

Yours sincerely,



Robert Kennedy
ELECTORAL COMMISSIONER

12 December 2024



WESTERN AUSTRALIAN
Electoral Commission

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

Dear Mr Jack,

Written Agreement: 2025 Local Government Ordinary Election

I refer to your correspondence dated 4 February 2025 in which you accept the Western Australian Electoral Commission's Cost Estimate for the 2025 Local Government Ordinary Election, as outlined in my letter to you dated 12 December 2024 (the Cost Estimates Letter).

This letter is my written agreement to be responsible for the conduct of the local government ordinary election for the City of Kwinana. In order to finalise this agreement, you are required under *the Local Government Act 1995* to submit the following motions to Council for a postal election:

1. declare, in accordance with section 4.20(4) of the Local Government Act 1995, the Electoral Commissioner to be responsible for the conduct of the 2025 ordinary election, together with any other elections or polls which may be required;
2. decide, in accordance with section 4.61(2) of the *Local Government Act 1995* that the method of conducting the election will be as a Postal election.

Please note that:

- the above motion/s must be presented to Council as drafted and cannot be amended in any way;
- both the Cost Estimates Letter, and this Written Agreement Letter should be attached to the item for Council consideration; and
- the above motion/s must be passed by an absolute majority.

Once the Council passes the above mentioned motion/s, please forward confirmation to the Commission to the email address below. The Commission can then proceed with arrangements for your ordinary election.

If you have any queries, please contact lgelections@waec.wa.gov.au.

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'R Kennedy'.

Robert Kennedy
ELECTORAL COMMISSIONER

4 February 2025

15 REPORTS – COMMUNITY

Nil

16 REPORTS – ECONOMIC**16.1 APPLICATION FOR RATE EXEMPTION - RATE PROPERTY ID 10285 - KWINANA EARLY YEARS SERVICES INC.****SUMMARY**

Kwinana Early Years Services Inc have submitted a request for rate exemption for a property situated in City of Kwinana suburb of Medina. The request attests that their properties are used for a 'Charitable Purpose' in accordance with Section 6.26(2)(g) of the *Local Government Act 1995*. The subject property is owned by Department of Housing and leased to Kwinana Early Years Services Inc to facilitate as outreach office for home visiting staff, supporting vulnerable families in Kwinana.

OFFICER RECOMMENDATION

That Council resolves to approve the application for rate exemption for 18 Hewison Road, Medina, included within property ID 10285 and leased by Kwinana Early Years Services Inc.

VOTING REQUIREMENT

Simple majority

DISCUSSION

Property ID 10285 owned by Department of Housing is being leased to Kwinana Early Years Services Inc who have made an application for a rate exemption.

The property is leased by Kwinana Early Years Services Inc (KEYS) as outreach office to promote a better quality of life for families living in Kwinana.

KEYS have supplied the City with a copy of their Lease agreement, Application for Rate exemption, KEYS Signed Constitution Certificate of Incorporation, and Financial Statement for two years. The relevant documentation with regards to this has been reviewed by Council Officers.

The organisation's constitutional purpose is to provide family support in Western Australia and to promote a better quality of life for families living in Kwinana through the provision of an integrated range of services that will assist parents, carers and children to achieve positive life outcomes.

KEYS is a registered Tier 3 Community Housing Provider with Department of Housing (WA Community Housing) and manages the leased property for the continuance of the Support Program which is to be conducted by the Organisation and approved by the Department of Housing in accordance with the lease agreement. KEYS assists local individuals as outline in KEYS Signed Constitution under Item 6. KEYS have a lease agreement with the Department of Housing for a period of 5 years with the commencement date being 23 February 2023 and end of agreement date being 23 February 2028.

KEYS meets the criteria for rate exemption, and this was assessed against the WALGA "Rates and Charitable Land use Exemption Applications – Best Practice Guideline" developed in consultation

with the WA Rates Officers' Association. The date of effect for the rate exemption, if approved would be from the 1st of July 2024.

Should the rate exemption be approved by Council, Landgate Valuation Services would then need to be instructed to exclude the Gross Rental Valuation (GRV) for the property leased to KEYS from the valuation utilised for rating purposes.

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

The Local Government Act 1995 deems certain land non-rateable under the statutes of Section 6.26 of the Act. Foundation Housing Ltd is seeking exemption in accordance with subsection (2)(g) of the section, which states:

6.26. Rateable land

- (1) *Except as provided in this section all land within a district is rateable land.*
- (2) *The following land is not rateable land –*
 - (g) *land used exclusively for charitable purposes.*

Section 6.26 of the Local Government Act 1995 provides for rate exemptions based on exclusive charitable uses:

A 'charitable purpose' has a specified legal meaning, which has developed over the years by the courts and parliament. The courts have recognised many different charitable purposes and as society changes new charitable purposes are accepted.

Section 5 of the Commonwealth Charities Act 2013 states the definition of a charity as:

5. Definition of Charity

In any Act:

Charitable: an entity is charitable if the entity is a charity.

Example: A reference in an Act to a charitable trust is a reference to a trust that is a charity. Charity means an entity:

- a) *that is a not-for-profit entity; and*
- b) *all of the purposes of which are:*
 - i. *charitable purposes (see Part 3) that are for the public benefit (see Division 2 of this Part); or*
 - ii. *purposes that are incidental or ancillary to, and in furtherance or in aid of, purposes of the entity covered by subparagraph*

FINANCIAL/BUDGET IMPLICATIONS

If the rate exemption were to apply, the property would remain liable for the payment of ESL and any applicable refuse and service charges. If approved by Council, the City Administration will include the property in the City's Register of Non-Rateable Properties and review their status on a triannual basis for continuation of exemption compliance.

The total exemption of rates would have an approximate reduction in rate revenue of \$1,356.98 for 2024/2025 financial year and would have similar financial implications for on-going financial years while the rate exemption is in effect.

ASSET MANAGEMENT IMPLICATIONS

There are no Asset Management implications because of this proposal.

ENVIRONMENTAL/PUBLIC HEALTH IMPLICATIONS

There are no environmental/public health implications because of this proposal.

COMMUNITY ENGAGEMENT

There are no Community Engagement implications because of this proposal.

ATTACHMENTS

- A. Rate Exemption Application [↗](#)
- B. Lease Agreement [↗](#)
- C. Financial Statement for Last 2 Years [↗](#)
- D. KEYS Signed Constitution [↗](#)



Application for Rate Exemption

The information that you provide in this application form will be the basis for comparison against the Statutes of Section 6.26(2) of the *Local Government Act 1995*.

All sections of the form must be completed and all additional requested documentation must be attached for your application to be accurately assessed. **Failure to provide any requested information may result in the rejection of your application.**

Please note, that the lodgement of an application for rate exemption does not affect the liability to pay any rate or service charge imposed under the *Local Government Act 1995*, pending determination of the application for rate exemption. A formal written response will be issued once the application for rate exemption has been assessed.

1. Property Owner Details

- a) Rates Property ID Number: 10285
- b) Property Owners Name(s): Department of Housing
- c) Property Address: 18 Hewison Road
Medina WA 6167
- d) Owners Postal address: _____
- e) Owners Phone Number: _____
- f) Owners email Address: _____

2. Applicant's Details

- a) Name of Organisation: Kwinana Early Years Services Inc.
- b) Contact Person: Tanya Henn
- c) Position held: Corporate Services Manager
- d) Postal address: PO Box 522
Kwinana WA 6966
- e) Contact Phone Number: 08 9 439 1838
- f) Contact email Address: tanya.henn@keyswa.org
- g) Is the organisation the owner of the property? Yes ☐ No ☒
- h) Does the organisation lease the property? Yes ☒ No ☐
- NB: If yes, please provide a copy of the Head Lease, Lease Agreement and/or Residential Tenancy Agreement if the property is sub-let.
- i) Does the organisation occupy the whole of the property? Yes ☒ No ☐

- j) Is the exemption claimed over the whole property? Yes ☒ No ☐

If no, please provide a building plans detailing the area that exemption is sought.

- k) Is the organisation exempt from the payment of rates under any Act other than the *Local Government Act 1995*? Yes ☐ No ☒
- If Yes, please state under which Act the organisation is rate exempt.*
- _____
- _____
- _____
- _____

3. Organisation Information

- a) Please attach a copy of the organisation's Constitution.
- b) Briefly describe the primary use for the property (i.e. Residence, Church, Homeless Shelter, Shop Crisis Centre etc) Outreach Office for Home Visiting staff, supporting vulnerable families in Kwinana.

NB: Please attach any documentation that verifies this property use.

- c) Does the organisation receive income from the use of the property? Yes ☐ No ☒
- If yes, please attach a detailed statement listing the type of usage and a breakdown of the income received from these operations on an annual basis.***
- d) Are commercial activities being conducted at the property address? Yes ☐ No ☒
- If Yes, please attach a detailed statement of any the commercial activities conducted at the property address.***
- e) Please attach a copy of two years audited financial statements.

4. Checklist for Document Attachments

- a) Copy of Head Lease, Lease Agreement or Sub-Lease Residential Tenancy Agreement ☒
- b) Building Floor Plans detailing leased areas. ☐
- c) Copy of Constitution ☒

d) Copy of two years audited financial statements

☒

e) A statement detailing the nature of the organisation's operations

☐

NB: This statement is to include the type of operations, any income Received from the operations, details of any commercial activities.

f) Please include any other details that may assist with the approval of your application or any documents/information requested by the City.

☐

5. Declaration

I declare that the answers, information and documentation provided in the Rate Exemption Application are true and correct to the best of my knowledge. I am authorised by the organisation to execute this document.

Name:

Tanya Henn

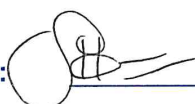
Position:

Corporate Services Manager

Organisation:

KEYS

Signature:



Date:

18-10-24

OFFICE USE ONLY

Rate Exemption Application Approved

Yes

☐

No

☐

Effective Date of Exemption:

Reason:

The decision to approve/deny a Rate Exemption under Section 6.26(2)(g) of the Local Government Act 1995 was resolved by Council

Signed:

Date:

Position:

Meeting:

Kwinana Early Years Service (KEYS) – 18 Hewison Road, Medina



Government of **Western Australia**
Housing Authority

Lease of Premises for Non-Residential Purposes to a Non- Government Organisation or Community Housing Organisation

Lot 335, 18 Hewison Road, Medina WA 6167

Housing Authority
(**Housing Authority**)

Kwinana Early Years Services Inc (ABN 35 991 526 755)
(**Organisation**)

Kwinana Early Years Services Inc – 18 Hewison Road, Medina

Information table

Date: 8th February 2023

Parties

Name Housing Authority, a body corporate constituted under the *Housing Act 1980* (WA)
 Short form name **Housing Authority**
 Notice details 99 Plain Street, East Perth WA 6004
 Attention: Chief Executive Officer or his nominee from time to time

Name **Kwinana Early Years Services Inc** (ABN 35 991 526 755)
 Short form name **Organisation**
 Notice details PO Box 522, Kwinana WA 6966
 Attention: Annette Harwood – Chief Executive Officer

Items

Item 1 **Land** (clause 1.1)
 The land situated at 18 Hewison Road, Medina Western Australia and described as Lot 335 and being the whole of the land comprised in Certificate of Title Volume 1527 Folio 301.

Item 2 **Premises** (clause 1.1)
 The Land, the Building and the Housing Authority's Property comprising 4 bedrooms

Item 3 **Term** (clause 1.1)
 5 Years

Item 4 **Commencement Date** (clause 1.1)
 26 February 2023

Item 5 **Expiry Date** (clause 1.1)
 25th February 2028

Item 6 **Permitted Use** (clauses 1.1 and 6)
 Subletting the Premises for the purposes of conducting the Support Program set out in Schedule A and in accordance with the terms and conditions of clause 7 of this lease
Premises occupied as at Commencement Date
 Yes
Existing agreement between the Parties for lease of Premises (clause 2.2)
 Yes

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Kwinana Early Years Services Inc – 18 Hewison Road, Medina

- Item 7** **Rent** (clause 4)
Nil rent per annum

Background

- A The Housing Authority is a body corporate with perpetual succession constituted under the *Housing Act 1980* (WA) and is an agent of the Crown in right of the State of Western Australia.
- B The Housing Authority (or its predecessor in title) is the registered proprietor of an estate in fee simple of the Premises.
- C The Organisation is a not for profit organisation incorporated in the State of Western Australia.
- D The Housing Authority has previously leased the Premises to the Organisation.
- E The Housing Authority and the Organisation have agreed to enter into a new lease of the Premises in the form of this lease to further the objects of the Housing Authority pursuant to the *Housing Act 1980* (WA).

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this lease:

Adverse Risk Event means an event which is likely to have or has had a material adverse effect on:

- (a) the Housing Authority's material rights or remedies under this lease;
- (b) the ability of the Organisation to observe or perform its obligations under this lease;
- (c) the assets, operations, condition (financial or otherwise) or business of the Organisation, including, without limitation, a reduction or severance of funding the Organisation receives from a Governmental Agency or other third party to enable it to perform its obligations established under this lease and more generally, to conduct its day to day business, regardless of whether the event relates to the Premises or the operations of the Organisation the subject of this lease.

Approvals and Licences means each permit, development approval, authorisation, licence, exemption, clearance, consent, permission, notification, application, filing, registration, lodgement, deed, certificate, direction or declaration, or similar decision of any kind which is required pursuant to any Law, by or with a Governmental Agency in respect of the Premises.

Asbestos has the same meaning of that term in the *Occupational Safety and Health Regulations 1996 (WA)* and includes Asbestos-containing Material;

Asbestos-containing Material (ACM) means any material, object, product or debris that contains asbestos.

Building means the building and all other improvements constructed or erected on the Land from time to time.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Change in Law means the amendment, coming into effect or implementation after the date of this lease of:

- (a) a Legislative Requirement, other than any Legislative Requirement which on the date of this lease has been published; or
- (b) any applicable judgement of a relevant court of law which changes a binding precedent.

Change of Control means, in respect of an entity, an event that occurs which results in a change in the Control of that entity.

Commencement Date means the date in Item 4.

Contractor means an appropriately licensed and qualified builder and where the case requires, any other appropriately qualified tradespersons, consultants and other professionals.

Control means:

- (a) control or influence of, or having the capacity to control or influence the composition of the board, or decision making, directly or indirectly, in relation to the financial and operating policies;
- (b) being in a position to cast, or control the casting of, more than 20% of the maximum number of votes that may be cast at a general meeting; or

- (c) having a relevant interest (as defined in Section 608 of the *Corporation Act 2001* (Cth)) in more than 20% of the securities (as defined in Section 92 of the *Corporation Act 2001* (Cth)),

of an entity.

DFES means the Department of Fire & Emergency Services (WA) established pursuant to the *Fire and Emergency Services Authority of Western Australia Act 1998* (WA) or its successor organisation.

Dwelling means an individual residential dwelling within the Building.

Essential Fixtures means any item or items affixed or additions or modifications to the Premises, including but not limited to, hot water systems, ovens, stoves, floor coverings and air conditioners that the Housing Authority determines are essential to ensuring that the Premises are suitable for the purposes for which they have been provided.

Expiry Date means the date in Item 5.

Financial Year means any period of 12 months ending on 30 June (or in the case of the first and last Lease Years, any lesser period which commences on the Commencement Date and ends on the next 30 June or which commences on 1 July immediately preceding the expiration or earlier termination of this lease and ends on the date of expiration or earlier termination of this lease).

Governmental Agency means, in respect of the relevant sovereign state, any government or governmental, semi-governmental, administrative, fiscal or judicial body, responsible Minister, department, office, commission, delegate, authority, instrumentality, tribunal, board, agency, entity or organ of Government, whether Federal, State, Territorial or local, statutory or otherwise, anywhere in the world.

Housing Authority's Property means all plant and equipment, fixtures, fittings (including those attached to Services), furniture, furnishings and decorations and other property in, on or fixed to the Premises that are made available by the Housing Authority.

Insolvency Event means any one or combination of the following or any event or circumstance analogous to the following:

- (a) a Party disposes of the whole or any part of its operations or business other than in the ordinary course of business;
- (b) a Party ceases to carry on business;
- (c) a Party ceases to be able to pay its debts as they become due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of a Party's assets, operations or business;
- (e) any step is taken to enter into any arrangement between a Party and its creditors, without the prior written consent of the Housing Authority; and
- (f) any step is taken by a Party to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator, liquidator or any other persons (however described) holding or appointed to an analogous office or acting or purporting to act in an analogous capacity.

Insurable Loss means all loss or damage which is caused or contributed to by any risk or liability against which a prudent and reasonable owner of premises similar to the Premises would ordinarily insure.

Insurance Policies has the meaning given to the term in clause 15.1.

Item means an item in the Information Table.

Land means the land described in Item 1.

Law includes any constitution or provision, treaty, decree, convention, statute, Act, regulation, rule, ordinance, proclamation, subordinate legislation, delegated legislation, by-law, judgement, rule of common law or equity, rule, ruling or guideline by a competent entity exercising jurisdiction in the relevant matter, including a rule, ruling, by-law, town planning scheme, building code or guideline of any Governmental Agency.

Lease Year means each period of 12 months commencing on the Commencement Date and each anniversary thereof during the Term.

Legislative Requirement includes any:

- (a) Law;
- (b) certificate, licence, consent, permit, approval and requirement of any Governmental Agency; and
- (c) fees and charges payable in connection with the foregoing.

Local Government means a local government as defined in the *Local Government Act 1995* (WA).

Loss means a loss, claim, action, damage, liability, cost, charge, expense, penalty, compensation, fine or outgoing suffered, paid or incurred and **Losses** has the same meaning.

Maintenance means any works for the maintenance or repair of the Premises, including of any Material Defect but excluding any works which are the subject of a separate written agreement between the Parties.

Maintenance Register means the record of all Maintenance, expenditure and other details required to be kept for each Premises in order for the Organisation to comply with its obligations set out in clause 8.3.

Major Maintenance means major repairs or replacement of essential structures and service infrastructure relating to all loads, internal actions, material properties and foundation conditions that significantly affect structural sufficiency or serviceability of the Premises, including but not limited to: floors, concrete slabs, masonry, roof coverings, roof plumbing, roof structure, footings and foundations, outer walls (but not windows, doorframes and door furniture), ceilings, sewerage, drainage and water supply (but not taps and other visible water fittings) and gas and electrical supply infrastructure (but not gas taps, electrical wall sockets and electrical or gas fittings).

Market Rent means the rent for the Premises assessed in accordance with the Housing Authority's Policy and based on data supplied by the Valuer General's office and taking into account the type of dwelling, property age, number of bedrooms and locational index of the Premises.

Material Defect means any defect in the Premises of a structural nature only which renders impossible the performance of the Organisation's Obligations under clauses 7 and/or 8.1(a)(ii) but which excludes any fair wear and tear.

Minister means the State Government Minister with portfolio responsibility for the Housing Authority from time to time.

Organisation's Obligations means all of the covenants, agreements and obligations contained or implied in this lease (including any holding over under it and extension and renewal of it), whether by this lease or otherwise, and on the part of the Organisation to be observed and performed.

Parties means the Housing Authority and the Organisation.

Party means either the Housing Authority or the Organisation.

Permitted Use means the use or uses for which the Premises may be used as specified in Item 6.

Policies means the Housing Authority's policies listed in Schedule A as updated and/or amended by the Housing Authority from time to time, and any new policies adopted by the Housing

Authority from time to time, in accordance with clause 26 and **Policy** has a corresponding meaning.

Premises means those premises described in Item 2.

Property Condition Report means the Report prepared by a Party following an inspection of the Premises in accordance with clause 8.3.

Records means any record, plan, document, budget, statement or policy (electronic or otherwise), which the Organisation is required to keep, including:

- (a) any record that is required for compliance with the Policies; and
- (b) any other records set out in or required for compliance with the terms of this lease.

Rent means the amount payable by the Organisation specified in Item 7 and clause 4(a).

Reports means the reports and other information listed in Schedule C that the Organisation is required to provide to the Housing Authority in accordance with this lease.

Residual Current Device means the residual current device required by Law.

RT Act means the *Residential Tenancies Act 1987* (WA).

RV Act means the *Retirement Villages Act 1992* (WA).

Safety Devices means Residual Current Devices, Smoke Alarms and other devices required by Law to be installed at the Premises.

Services means the services provided by authorities, the Housing Authority or others to the Premises, including, but not limited to, electricity, gas, water, sewerage, air conditioning, lifts, escalators, fire control and communications together with all plant and equipment relating to those services and **Service** has a corresponding meaning.

Smoke Alarms means the smoke alarms required by Law.

Support Program means the program specified in Schedule A which is carried out by the Organisation in furtherance of, and in order to effectuate, the Organisation's primary purpose and main activity.

Term means the period in Item 3 starting on the Commencement Date and ending on the Expiry Date and includes any period of holding over, subject to earlier termination in accordance with this lease.

1.2 Interpretation

In this lease:

- (a) the singular includes the plural and the other way around;
- (b) a reference to:
 - (i) a clause, paragraph, information table, schedule or annexure is a reference to a clause or paragraph in, or the Information Table, a schedule or annexure to this lease;
 - (ii) this lease includes the Information Table and any schedules and annexures;
 - (iii) this lease or another document includes a reference to it as novated, altered or replaced;
 - (iv) **A\$, \$A, dollar or \$** is to Australian currency;
 - (v) a specific time for complying with an obligation is to that time in the place where that obligation is to be complied with;
 - (vi) anything is to the whole and each part of it;

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- (vii) a group of persons is to all of them or any two or more of them jointly and each of them severally;
- (viii) a person includes the person's executors, administrators, successors and permitted assigns; and
- (ix) legislation includes any amendment to it and any consolidation, re-enactments or replacements of it and any subordinate legislation made under it;
- (c) words importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies; and
- (d) a promise, representation or warranty:
 - (i) in favour of two or more persons is in favour of all of them jointly and each of them severally; and
 - (ii) made by two or more persons binds all of them jointly and each of them severally.

1.3 Drafting responsibility

No provision of this lease is to be construed against a Party because that Party (or its advisers) was responsible for drafting it.

2. Lease

2.1 Grant of lease

The Housing Authority leases the Premises to the Organisation for the Term subject to:

- (a) the provisions of this lease and the rights reserved to the Housing Authority under this lease including, but not limited to, the Housing Authority's rights under clause 2.2; and
- (b) the performance and observance by the Organisation of the Organisation's Obligations.

2.2 Previous lease arrangements

If there is a previous arrangement existing between the Parties for the lease of the Premises as indicated in item 6 of this lease, the Parties agree that:

- (a) the previous lease arrangement is terminated effective from the Commencement Date;
- (b) all rights and obligations under the previous lease arrangement shall cease to have effect except for those obligations of either Party accruing prior to the termination; and
- (c) this lease will thereafter constitute the entire agreement between the Parties in relation to the lease of the Premises.

2.3 Easements

- (a) The Housing Authority may for the purpose of providing:
 - (i) a public or private entrance to or exit from;
 - (ii) a support for the structure erected on;
 - (iii) the supply of a Service or telephone or electronic communication to; or
 - (iv) any other right, privilege or facility for

the Premises or any other land or building or improvements thereon, do any of the things specified in clause 2.3(b).
- (b) The Housing Authority may for the purposes detailed in clause 2.3(a) and subject to clause 2.3(c):
 - (i) grant rights of support to or enter into any arrangement or agreement with:

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Kwinana Early Years Services In – 18 Hewison Road, Medina

- (A) any owner, lessee, tenant, occupier or other person interested in land adjacent to or near to the Premises; or
- (B) any public authority;
- (ii) dedicate or transfer any part of the Premises; or
- (iii) grant or create any easement or privilege in favour of any person or public authority over or affecting the Premises.
- (c) The Housing Authority must:
 - (i) wherever reasonably practicable provide prior written notice of any proposed dedication, transfer, grant or creation of easements, rights or privileges which, if dedicated, transferred, granted or created, will affect the rights conferred on the Organisation under this lease. For the avoidance of doubt, nothing in this sub-clause 2.3(c)(i) requires the Housing Authority to obtain the Organisation's consent, unless the proposed dealing falls within the scope of sub-clause 2.2 below; and
 - (ii) not without the Organisation's consent, dedicate, transfer, grant or create any easement, right or privilege which substantially and permanently derogates from the rights conferred on the Organisation under this lease.

3. Quiet enjoyment

- (a) Subject to:
 - (i) the Housing Authority's rights under this lease; and
 - (ii) the Organisation complying with the Organisation's Obligations under this lease, the Organisation may use and occupy the Premises without interruption by the Housing Authority or any person claiming through the Housing Authority.
- (b) The Housing Authority covenants with the Organisation:
 - (i) subject to clause 3(a), to provide vacant possession of the Premises to the Organisation on the Commencement Date; and
 - (ii) not to cause or permit any interference with the reasonable peace, comfort or privacy of the Organisation in the use of the Premises (save as expressly permitted by this lease).

4. Rent

Nil rent is payable by the Organisation to the Housing Authority for the Premises as specified at item 7.

5. Costs, charges and expenses

In addition to the Rent, the Organisation must pay to the Housing Authority promptly on demand:

- (a) the Housing Authority's proper costs, charges and expenses (including, but not limited to, legal costs, charges and expenses on a full indemnity basis) in connection with this lease including, but not limited to, those in connection with:
 - (i) exercising rights under this lease including rights to take action because of the Organisation's default; and
 - (ii) the Organisation's default; and

- (b) registration and survey fees on this lease or any other document arising out of this lease.

6. Permitted use

The Organisation must not use the Premises for any purpose other than the Permitted Use.

7. Use of Premises

- (a) The Organisation must use the Premises for the continuance of the Support Program which is to be conducted by the Organisation and approved by the Housing Authority in accordance with this lease.
- (b) The Organisation must provide a high level of service to all participants in the Support Program and maintain appropriate records for the Support Program including the manner in which the Support Program is conducted, eligibility of participants and any service fees that it may charge for the Support Program.
- (c) Except where the Housing Authority grants an exemption, the Organisation will abide by all Policies including, but not necessarily limited to, the Policies set out in Schedule A.
- (d) The Organisation must take all reasonable steps to ensure that the participants in the Support Program and any other persons who come onto the Premises with the consent of the Organisation do not interfere with the reasonable peace, comfort, and privacy of surrounding neighbours to the Premises.

8. Maintenance

8.1 General

- (a) The Organisation must at all times ensure that:
 - (i) the Premises are maintained in a good state of repair and condition;
 - (ii) the Premises continue to comply with all applicable Laws, including without limitation those relating to health, safety and buildings;
 - (iii) the Premises are kept free from pests and vermin;
 - (iv) the gardens, landscaping and grounds of the Premises are maintained to a good standard and are kept neat and tidy,save and except to the extent any of the above matters are the responsibility of the Housing Authority under clause 8.5.
- (b) The Organisation must immediately notify the Housing Authority if any damage to the Premises and associated fixtures and fittings occurs for which the Housing Authority is responsible for maintaining under clause 8.5 of this lease.
- (c) The Organisation remains responsible for the cost of repairing or causing to be repaired or compensating the Housing Authority for repairing any damage to the Premises and associated fixtures and fittings which, in the opinion of the Housing Authority, become necessary or desirable as a result of neglect by the Organisation or any careless act or breach of any term of this lease by the Organisation, its employees, agents or contractors, any participants in the Support Program or any other third party who has gained access to the Premises with the express or implied consent of the Organisation.
- (d) It will be the responsibility of the Organisation to take all reasonable action to recover the costs of the repairs referred to in clause 8.1(c) from the person(s) who caused the damage.

- (e) The Organisation must remove graffiti vandalism at the Premises:
 - (i) immediately upon detection of that graffiti, in the event that it is racist and/or obscene;
 - (ii) otherwise within forty-eight (48) hours upon detection of that graffiti.
- (f) Where any maintenance is:
 - (i) the responsibility of a Contractor who constructed the Premises or any part thereof or who was engaged by the Organisation to undertake any earlier Maintenance (for example but without limitation, the Maintenance relates to defects the Contractor is required to rectify during a defects liability period); or
 - (ii) relates to a fixture or fitting under warranty,

the Organisation must ensure that the Maintenance is undertaken by the said Contractor or party giving the warranty, failing which the Organisation must itself undertake the Maintenance.
- (g) The Organisation must not undertake any Major Maintenance on the Premises without the prior written approval of the Housing Authority.

8.2 Safety Devices

- (a) The Parties acknowledge and agree that the Law relating to Residual Current Devices and Smoke Alarms imposes an obligation on the Housing Authority to install and maintain Residual Current Devices and install Smoke Alarms.
- (b) Subject only to clause 8.5(a), the Organisation agrees to:
 - (i) assume all of the Housing Authority's obligations under the Laws relating to Smoke Alarms and Residual Current Devices (**RCD and Smoke Alarm Obligations**); and
 - (ii) perform the RCD and Smoke Alarm Obligations in accordance with the Laws relating to Residual Current Devices and Smoke Alarms as if it were the owner of the Land.
- (c) without limiting clause 8.2(b), the Organisation is responsible for ensuring that all Smoke Alarms and Residual Current Devices in the Premises are at all times:
 - (i) fully operational and comply with all applicable Laws and Policy;
 - (ii) maintained in good working order; and
 - (iii) installed and replaced wherever necessary with Residual Current Devices or Smoke Alarms that are authorised by the Housing Authority.
- (d) Without limiting clause 8.2 (c), the Organisation must test all Residual Current Devices and Smoke Alarms in the Premises at least twice within each 365 day period or such other more frequent period required by Law.
- (e) The Organisation must maintain a record of the dates on which each of the Residual Current Devices and Smoke Alarms were tested in accordance with clause 8.2(d).
- (f) If required by Law, the Organisation must, at its cost, install additional Smoke Alarms and/or Residual Current Devices and/or other Safety Devices in the Premises and thereafter maintain those Safety Devices in accordance with this clause 8.2 and the requirements of any relevant Law.

8.3 Maintenance records and inspections

- (a) The Housing Authority will be entitled to:

- (i) undertake a comprehensive inspection of the Premises at the Commencement Date and at least once each Lease Year during the Term; and
- (ii) if the Premises or any individual Dwelling(s) in the Premises are vacated, undertake such an inspection of the Premises or Dwelling(s) regardless of when the last inspection was carried out.
- (b) The Housing Authority may prepare its own Property Condition Report, which records the condition of the Premises or individual Dwelling(s) (as the case may be) at the time of each comprehensive inspection referred to in subclause 8.3 (a) above, including the condition of all Buildings, Essential Fixtures, fittings, gardens, boundary walls, fences, gates and drains and pipes thereto or therein.
- (c) The Organisation is to ensure that the Housing Authority, including any person engaged by the Housing Authority for this purpose, is granted access to the Premises to allow the inspection referred to in subclause 8.3 (a) above to be undertaken.
- (d) The Organisation must undertake a push button test of all Residual Current Devices and test the Smoke Alarms in the Premises at least twice within each Lease Year in accordance with clause 8.2(d).
- (e) The Organisation must ensure that a termite inspection of the Premises is carried out at least once each Lease Year
- (f) The Organisation must maintain a Maintenance Register which must include:
 - (i) a record of all maintenance undertaken and its cost;
 - (ii) a record of the dates on which each of the Residual Current Devices and Smoke Alarms were tested in accordance with clause 8.2(d);
 - (iii) a record of the dates on which termite inspections were carried out in accordance with clause 8.3(e);
 - (iv) a register of any graffiti vandalism removal work at the Premises;
 - (v) any other information relevant to the maintenance of the Premises; and
 - (vi) any other information relevant to the Premises, fit out or improvements to the Premises that the Housing Authority may require from time to time.
- (g) The Organisation must make available for inspection the Maintenance Register upon request by the Housing Authority.

8.4 Essential Fixtures

- (a) Subject to clause 8.5, the Housing Authority will maintain Essential Fixtures in a good state of repair and good working order.
- (b) The Organisation must not do anything to void, invalidate or cancel any warranties relating to any Essential Fixtures.

8.5 Housing Authority's responsibility

- (a) The Housing Authority will assume responsibility for
 - (i) installing any Residual Current Devices and Smoke Alarms which are required by Law as at the date of the first grant of a lease of the Premises by the Housing Authority to the Organisation if the Premises have never been previously leased by the Housing Authority to the Organisation. Thereafter the provisions of Clause 8.2 apply.
 - (ii) where the Premises by Law require internal sprinklers and/or fire detection systems and if the Premises have never been previously leased by the Housing

Authority to the Organisation, then as at the date of the first grant of a lease of the Premises to the Organisation, the Housing Authority will install internal sprinklers and/or fire detection systems including but not limited to a fire alarm monitoring system to be managed by DFES.

- (iii) ensuring that fire alarm monitoring is managed by DFES and that the fire detection systems are otherwise maintained in good working order and tested and logged by a Contractor who is a member of Fire Prevention Association Australia for a period of 12 months after the installation of such fire detection systems.
- (b) Provided the Premises have at all times been used, managed and maintained by the Organisation in accordance with this lease, and to the extent only that it is not the responsibility of the Organisation under clause 8.1, the Housing Authority is responsible for carrying out or causing to be carried out at its own cost:
 - (i) any asbestos-related remedial works or removal in relation to the Premises in accordance with the relevant Policy;
 - (ii) replacing Essential Fixtures damaged or unfit for purpose as a result of ordinary wear and tear only; and
 - (iii) any works to repair damage and fair wear and tear caused to the Premises but only to the extent that such repairs are necessary for the continuing safety and security of the Premises and are not otherwise covered by insurance.
- (c) Save as set out in this clause 8.5, the Housing Authority shall not have any obligation to contribute to any further costs, expenses or outgoings associated with or incidental to any repairs or maintenance of the Premises

8.6 Material Defects

- (a) The Housing Authority will use reasonable endeavours to repair a Material Defect if the Organisation:
 - (i) as soon as practicable following identification of the alleged Material Defect provides written notice to the Housing Authority of the alleged Material Defect; and
 - (ii) provides the Housing Authority with access to the Premises so that it can inspect and, if necessary, repair, the alleged Material Defect;
 - (iii) The Housing Authority will not be liable for any Loss suffered to the Organisation as a consequence of a Material Defect whilst the Housing Authority or its employee, agent or contractor carries out any required repairs of the Material Defect
- (b) Save as set out in clause 8.6(b), the Housing Authority shall not have any obligation to contribute to any costs, expenses or outgoings associated with or incidental to any Maintenance of the Premises.

8.7 Asbestos Containing Materials (ACM)

- (a) If the Premises have been identified as containing ACM, as indicated in Schedule D, the Organisation:
 - (i) must notify the Housing Authority as soon as possible, but in any event within 24 hours, of any damage to the Premises being detected;
 - (ii) must give the Housing Authority access to undertake a yearly ACM inspection in accordance with clause 8.3(a); and

- (iii) or its Tenants, must not make any minor improvements or other alterations including, but not limited to, installation of blinds, curtains, or picture hooks, to the Premises without the Housing Authority's prior written consent.

9. Alterations to Premises

- (a) The Organisation must not make any alterations, additions, refurbishments or improvements to the Premises without first:
 - (i) providing the Housing Authority with details of the proposed alterations, additions, refurbishments or improvements and, if requested by the Housing Authority, provide it with detailed plans and specifications therefor; and
 - (ii) obtaining the Housing Authority's prior written approval (in its sole and absolute discretion) and all necessary Approvals and Licences; and
 - (iii) complying with any relevant Law applying thereto.
- (b) Upon termination of this lease, the Housing Authority may (in its sole and absolute discretion) require the Organisation at its own cost to remove any alterations, additions, refurbishments or improvements to the Premises which it made during the Term, make good any damage caused thereby and return the Premises to their original condition.

10. General Organisation Obligations

- (a) The Organisation covenants with the Housing Authority:
 - (i) to duly and punctually pay for all Services supplied to or consumed at the Premises, including consumption and connection charges;
 - (ii) not to cause or permit the Premises to be used for any illegal purposes or cause or permit a nuisance;
 - (iii) to pay to the Housing Authority on demand all reasonable sums of money which the Housing Authority may at any time and from time to time pay or expend or be called upon to pay in or about or in connection with performing, discharging or executing any requisition or works or abating any nuisance or alleged nuisance and which, contrary to the Organisation's Obligations, the Organisation neglects or fails to perform, discharge or execute;
 - (iv) to keep the Premises in a reasonable state of cleanliness and to notify the Housing Authority as soon as practicable (but in any event within 3 days) of any damage to the Premises and of any state of disrepair which arises during the Term;
 - (v) not, in any circumstances, to keep or permit to be kept on the Premises:
 - (A) any dog that is a "dangerous dog (restricted breed)" for the purposes of the *Dog Act 1976* (WA) or the *Dog Regulations 2013* (WA) ; and/or
 - (B) any pet or pets other than fish, small birds or cats unless the Premises includes an enclosed yard sufficient to prevent the escape of the pet or pets;
 - (vi) not to smoke or permit any participant in the Program or visitor to the Premises to smoke inside the Premises;
 - (vii) to provide and maintain such locks and other devices as are necessary to ensure that the Premises are reasonably secure;
 - (viii) where a person other than the Organisation is lawfully on the Premises, the Organisation agrees that it is vicariously responsible for any act or omission by

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that person that would, if it had been an act or omission of the Organisation, have constituted a breach of this lease.

11. Costs and Expenses payable by Organisation

- (a) Unless otherwise agreed between the Parties in writing, the Organisation is responsible for payment of (and must pay promptly by the due date for payment) all of the following costs, expenses, fees, charges and outgoings (collectively “Costs”):
 - (i) all Costs associated with or incidental to complying with its obligations under clauses 8.1, 8.2 and 8.4, including but not limited to reasonable staff and administration costs (to the extent such Costs are not otherwise covered by the Insurance Policies or warranty proceeds, the responsibility of a third party under clause 8.1(f);
 - (ii) Local Government rates, taxes and charges;
 - (iii) water rates;
 - (iv) the annual payments to DFES for their monitoring of fire alarm systems in Premises with internal sprinklers as provided for in clause 8.5(a)(ii);
 - (v) strata company levies (including for the avoidance of doubt special strata company levies) (if any);
 - (vi) the premiums on the Insurance Policies and any excess which is payable by the Organisation under those Insurance Policies;
 - (vii) all other Costs associated with and incidental to the Premises (save and except to the extent the responsibility of the Housing Authority under clause 8.5); and
 - (viii) any other Costs the Housing Authority may reasonably determine as necessary from time to time.
- (b) If the Housing Authority receives an account or invoice for any Costs which are the responsibility of the Organisation under this lease, the Housing Authority shall forward the same to the Organisation and the Organisation must make payment by the due date of the account.

12. Access to Premises

The Housing Authority may enter upon the Premises:

- (a) immediately in the case of any emergency;
- (b) with the consent of the Organisation given at or immediately before the time of entry; or
- (c) for inspection annually provided that it has given the Organisation ten (10) Business Days' notice in respect of occupied Premises; or
- (d) for the purposes of conducting any other inspection required in accordance with clause 8.3.

13. Strata company

If the Premises are strata titled under the *Strata Titles Act 1985* (WA) then:

- (a) unless otherwise advised by the Housing Authority, the Organisation is appointed as the Housing Authority's proxy at meetings of the strata company and shall attend those meetings, and should seek adjournment for instruction by the Housing Authority only in respect of any proposed resolutions of the strata company that by reason of changed facts

when the meeting is held, will have financial implications for the Organisation or the Housing Authority; and

- (b) the Organisation must pass on to the Housing Authority immediately any documentation, correspondence, notice or any other writing from the strata company, a referee, the Local Government, or any court or authority whatsoever or any such writings which relates to the common property or the building or buildings comprised in the strata plan or any business relating to the strata company.

14. Financial management and budgets

- (a) The Organisation must at all times keep and maintain proper and accurate accounting records that meet the applicable Australian accounting standards.
- (b) Where the Organisation operates other housing services which are not part of its obligations to the Housing Authority, it must separate the administrative and financial accounting in relation to the procurement and management of the Premises from those other services.
- (c) If requested by the Housing Authority, the Organisation must provide annual financial statements of its operations (audited, if required by the *Corporations Act 2001* (Cth)) for the immediate past Financial Year and which cover all the properties within the Organisation's property portfolio (unless the Housing Authority requests a customised financial statement for only the Premises).

15. Insurance and indemnity

15.1 Insurance

- (a) The Organisation must obtain and at all times maintain, the following insurance coverage (with an insurer approved by the Housing Authority):
 - (i) public liability insurance with respect to the Premises, in an amount not less than \$20,000,000 (subject to periodic review) in respect of any one claim or any other reasonable amount as required by Housing Authority from time to time;
 - (ii) employer's indemnity insurance (including workers' compensation insurance) in respect of all employees of the Organisation under statute and common law;
 - (iii) volunteers' insurance (where applicable);
 - (iv) motor vehicle insurance (where applicable); and
 - (v) any other insurances reasonably required as determined by the Housing Authority from time to time.

(and the insurances referred to in clauses 15.1(a) above, are together, the "**Insurance Policies**").

- (b) The Organisation must ensure that:
 - (i) the Housing Authority is named as an additional insured on all Insurance Policies in which it has an insurable interest for its respective rights and interests;
 - (ii) the Insurance Policies have no exclusions, endorsements or alterations unless first approved in writing by the Housing Authority acting reasonably;
 - (iii) the respective rights and interests of the Organisation, the Housing Authority and any other party(s) to the Insurance Policies under the Insurance Policies are independent of each other and a breach of a condition of the Insurance Policies by one party will not impact or affect the rights and interests of the other party; and

- (iv) to the extent permissible at Law, the Insurance Policies waive all express and implied rights of subrogation against officers, employees and agents of the Housing Authority.
- (c) The Organisation must provide to the Housing Authority, to the satisfaction of the Housing Authority, evidence of all current Insurance Policies required to be taken out by the Organisation and its Contractors within ten (10) Business Days of the implementation or renewal of each Insurance Policy.
- (d) The Organisation must not do or permit to be done any act, matter or thing upon the Premises, or bring or keep anything onto the Premises, where any Insurance Policy may be rendered void or voidable.
- (e) If the Organisation does or permits to be done any act, matter or thing which has the effect of voiding any of the Insurance Policies, the Organisation will be responsible for and must pay and discharge on demand any damage or loss suffered or incurred by the Housing Authority.

15.2 Indemnity

The Organisation must indemnify and keep indemnified the Housing Authority and its officers, employees, agents, contractors, visitors and assignees (in this clause referred to as “**those indemnified**”) against all Losses of any nature which those indemnified may suffer or incur in connection with this lease occasioned either wholly or in part by any act or omission on the part of the Organisation or its employees, servants, agents, contractors or visitors or the use or occupation of the Premises by the Organisation, any participant in the Support Program or any other person, except to the extent caused or contributed to by any act or omission by the Housing Authority or its employees, servants, agents, contractors or lawful visitors.

16. Records and information

- (a) The Organisation must maintain and make available all Records and any other up to date and accurate information reasonably required by the Housing Authority so that it can review the Organisation's compliance with this lease, any applicable Law and all relevant Policies from time to time.
- (b) Pursuant to clause 16(a) the Organisation must permit the Housing Authority, contractors engaged by the Housing Authority for the purposes of inspections and reviews and officers from the Department of Finance and Treasury or the Office of the Auditor General to inspect the Organisation's Records at all reasonable times.

17. Reporting requirements

- (a) The Organisation must provide the Reports and documents to the Housing Authority at the frequency and by the dates specified in Schedule B, including:
 - (i) Financial Statements, in accordance with clause 16(c) if requested by the Housing Authority;
 - (ii) evidence of current Insurance Policies, in accordance with clause 15.1(b);
 - (iii) Electrical Safety Certificates for each Smoke Alarm and Residual Current Device replaced pursuant to clause 8.2 and the make, model and date of expiry as appropriate for each such device; and
 - (iv) annual certification and record of the testing carried out in accordance with clauses 8.2(d) and 8.3(e) of each Smoke Alarm and Residual Current Device conducted at the Premises and each termite inspection.

- (b) The Housing Authority may at any time acting reasonably direct the Organisation to prepare and submit a special report relating to any of its obligations under this lease, within a specified period of time.
- (c) The Organisation must provide any information requested by the Housing Authority from time to time that may be required by the Housing Authority to fulfil its reporting requirements to any State or Commonwealth department or agency.
- (d) The Organisation must keep the Records and Maintenance Register referred to in clauses 7(b) and 8.3(f) and the written policies and procedures dealing with the matters referred to in clause 1.1(a).

18. Governance and probity

The Organisation must ensure that it undertakes its business in an ethical manner and operates in accordance with principles of good governance.

19. Privacy

- (a) The Organisation will comply with its obligations and responsibilities under the *Privacy Act 1988* (Cth) in relation to the collection, use and disclosure of Personal Information as defined in that Act.
- (b) The Organisation acknowledges that the Housing Authority is bound by the provisions of the *Freedom of Information Act 1992* (WA) and will not do anything that is inconsistent with the Housing Authority's obligations under that Act, in particular in satisfying its obligations under this lease or otherwise, the Organisation will not disclose any Personal Information as defined in that Act to a third party without the prior written consent of the Housing Authority.

20. Representations and warranties

The Organisation represents and warrants that:

- (a) it has power to enter into and to comply with its obligations under this lease;
- (b) all authorisations are in force necessary for the Organisation to enter into this lease, comply with its obligations under it and to allow the Housing Authority to enforce this lease;
- (c) it does not hold its interest under this lease as a trustee;
- (d) it has not engaged in any conduct likely to mislead or deceive the Housing Authority;
- (e) entry into this lease could not reasonably be regarded as placing the Organisation in a position of conflict of interest in relation to the Housing Authority;
- (f) it has relied exclusively on its own enquiries in connection with this lease and not on any representation or warranty made by the Housing Authority or on the Housing Authority's behalf except as set out in this lease; and
- (g) the Housing Authority may rely on each of the Organisation's representations and warranties remaining true for as long as the Organisation must comply with this lease unless the Organisation gives a notice to the Housing Authority to the contrary.

21. Assignment, subletting and Change of Control

Despite any other provision in this lease, the Organisation must not:

- (a) assign or seek to assign this lease;

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- (b) sublet the whole or any part of the Premises or otherwise part with possession of the whole or any part of the Premises;
- (c) mortgage, charge or encumber its interest under this lease; or
- (d) permit a Change of Control of, or change in the legal or beneficial ownership of it,

without the prior written consent of the Housing Authority, which consent may be withheld or granted on such terms and conditions at the absolute discretion of the Housing Authority.

22. Holding over

22.1 Monthly tenancy

If the Housing Authority has not granted the Organisation a new lease of the Premises and consents to the Organisation continuing to occupy the Premises as tenant after the Expiry Date, then the Organisation occupies the Premises from that date under a monthly tenancy which either Party may terminate on 60 days' notice ending on any day.

22.2 Terms of monthly tenancy

Subject to clause 22.1, the monthly tenancy is on the same terms (so far as those terms are applicable to a monthly tenancy) and at the same Rent as specified in this lease.

23. Default and Termination

23.1 Essential terms

The essential terms of this lease include, without limitation, those terms contained in clauses 4, 6, 7, 8, 11, 15, and 23 and each of the Organisation's Obligations to pay money.

23.2 Termination

The Organisation agrees that an event of default occurs under this lease (and that it will be in breach of this lease, and the Housing Authority will have a right to terminate this lease) if:

- (a) the Organisation does not comply with the Organisation's Obligations under this lease;
- (b) a representation or warranty given by the Organisation in this lease is untrue in a material respect;
- (c) the Organisation has been wound up or has otherwise ceased to exist;
- (d) a judgment or order is obtained against the Organisation in any court of law and the judgment remains unsatisfied or execution is levied or issued against the Premises or any of the Organisation's other assets;
- (e) a resolution is passed for the dissolution of the Organisation;
- (f) the Organisation suffers an Insolvency Event;
- (g) the Organisation ceases or threatens to cease to carry out any of its obligations under this lease;
- (h) an Adverse Risk Event occurs which in the Housing Authority's reasonable opinion has or will in all likelihood materially affect the Organisation's ability to perform under this lease;
- (i) the Organisation without the prior written consent of the Housing Authority makes or attempts to make any alteration to the provisions of its memorandum or articles of association or its constitution which in the opinion of the Housing Authority might detrimentally affect the management and maintenance of the Premises, the Support Program, or the interests of the Housing Authority under this lease;

- (j) the Organisation experiences a Change of Control other than in accordance with clause 2121(d); or
- (k) if a security interest is enforced or enforceable against:
 - (i) the Premises (whether or not the security interest was approved by the Housing Authority pursuant to clause 2121(c)); or
 - (ii) any other of the Organisation's assets.

23.3 Notice

- (a) If the Housing Authority wants to terminate this lease under clause 23.2, the Housing Authority must give the Organisation a written notice specifying the non-compliance and requiring the Organisation to remedy it within a reasonable time after the date on which the notice is given (**Breach Notice**).
- (b) If the Organisation does not comply with the Breach Notice or notices referred to in sub-clause 23.3(a) above within the time prescribed in the relevant Breach Notice or notices, the Housing Authority may terminate this lease by written notice to the Organisation (**Termination Notice**).
- (c) If the RT Act or any other Law requires the Housing Authority to give a Breach Notice and/or Termination Notice in a particular form before terminating this lease, then that notice is the notice the Housing Authority is to give under this clause 23. The Breach Notice and Termination Notice must comply with any time frames specified in the Law.

23.4 Indemnity

- (a) If the Housing Authority terminates this lease under this clause 23, the Organisation irrevocably and unconditionally indemnifies the Housing Authority against all Loss, payments, costs, charges and expenses directly or indirectly arising from or incurred, whether before or after termination of this lease, in connection with:
 - (i) the Organisation's non-compliance with any of the Organisation's Obligations under this lease; and
 - (ii) the termination of this lease (including the Housing Authority's loss of the benefit of the Organisation complying with its obligations under this lease from the date the Housing Authority terminates this lease until the Expiry Date).
- (b) The Loss, payments, costs, charges and expenses referred to in this clause 23.4 include, but are not limited to, legal costs, charges and expenses on a full indemnity basis whether incurred by or awarded against the Housing Authority.
- (c) This indemnity is independent from the Organisation's other obligations under this lease and does not come to an end when this lease expires or is terminated. It is not necessary for the Housing Authority to incur expense or make a payment before enforcing this indemnity.

24. Termination (other than default)

24.1 Voluntary termination of this lease by the organisation

- (a) The Organisation may terminate this lease provided that:
 - (i) it gives at least sixty (60) days' written notice to the Housing Authority;
 - (ii) the Organisation assigns to the Housing Authority any warranties it holds relating to the Premises; and
 - (iii) it is not entitled to any payment for the termination of this lease.

24.2. Voluntary termination of this lease by the Housing Authority

- (b) The Housing Authority may terminate this lease provided that it gives at least ninety (90) days' written notice to the Organisation.
- (c) On termination of the lease pursuant to clause 24.2(b), the Organisation:
 - (i) will assign to the Housing Authority any warranties it holds relating to the Premises; and
 - (ii) is not entitled to, nor will make claim for, any payment in relation to the termination.

25. Effect of expiration or termination of this lease

- (a) Upon the expiration or earlier termination of this lease, the Organisation must deliver up vacant possession of the Premises in the same state of repair and condition as they were in as at the date of the last Property Condition Report.
- (b) The Housing Authority is not liable for any Loss incurred by the Organisation or any person or body in connection with the termination of this lease under clauses 23 or 24.

26. Variations to Policies

The Housing Authority may update and amend the Policies listed in Schedule A and introduce new Policies from time to time and the Organisation agrees to be bound by the Policies as amended, updated and introduced provided that the Housing Authority has communicated the substance of any such amendment or update to the Policies or any new Policy to the Organisation in writing.

27. Confidentiality

- (a) As from the Commencement Date, the Parties will each regard and treat the details of this lease and any related deeds or other document and all other documents and information provided to or by the other as confidential except to the extent where disclosure is:
 - (i) required by Law or essential to satisfy an obligation under this lease;
 - (ii) made by a Party to its advisers or employees solely in order to comply with its obligations or to exercise its rights under this lease;
 - (iii) made to the Commonwealth Minister with responsibility for housing, Minister for Housing for Western Australia or the State Government of Western Australia (or any relevant department, agency or representative body or committee of those governments); or
 - (iv) made to a third party to whom the Parties are reasonably satisfied disclosure is required, the Parties have consented to the disclosure and any such third party has first provided confidentiality undertakings in a form reasonably required by any one or more of the Parties.
- (b) The obligations under this clause continue indefinitely and this clause survives the expiration or termination of this lease.

28. Notices**28.1 Service of Notices**

A notice, demand, consent, approval or communication under this lease (**Notice**) must be:

- (a) in writing, in English and signed by an authorised person; and

- (b) hand delivered, sent by prepaid post to the recipient's address for Notices specified in the Information Table of this lease, or sent by facsimile to the recipient's facsimile number, as varied by any Notice given by the recipient to the sender.

28.2 Effective on receipt

Unless otherwise expressly provided, a Notice given in accordance with clause 28.1 takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery; and
- (b) if sent by prepaid post, on the fourth Business Day after the date of posting (or on the tenth Business Day after the date of posting if posted to or from a place outside Australia);

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

29. Governing law, jurisdiction and service

29.1 Law

This lease is governed by the law applicable in Western Australia.

29.2 Jurisdiction

Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia.

29.3 Service

Any document in connection with legal proceedings may be served on a Party by delivering it to or leaving it for that Party at that Party's address for service in the Information Table (or if the Party notifies another address for service, then to or at that address), as well as by any other method of service permitted by Law.

30. Other matters

30.1 Severability

Part or all of any provision of this lease that is illegal or unenforceable may be severed from this lease and the rest of this lease continues in force unless the severance means that this lease no longer substantially gives effect to the Parties' intentions under this lease immediately before severance.

30.2 Statutory provisions excluded

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

30.3 Waiver and variation

A waiver or variation of any provision of or a right under this lease must be in writing signed by the Party entitled to the benefit of that provision or right.

30.4 No waiver

It is not a waiver of a breach of this lease or of the Housing Authority's rights under this lease if the Housing Authority:

- (a) does not exercise or partly exercises or delays exercising a right;
- (b) before or after this lease is terminated, accepts money owing under this lease;
- (c) gives a concession to the Organisation; or
- (d) attempts to mitigate its loss.

30.5 Prior breaches

Rights in connection with a breach of this lease are not affected by the expiry or termination of this lease.

30.6 Approvals or consent

Unless this lease expressly says otherwise, the Housing Authority may in its discretion approve or consent under this lease, conditionally or unconditionally, or partly, or not approve or consent.

30.7 Act by agents

Each act or thing which the Housing Authority is required or empowered to do under this lease may be done by the Housing Authority or the representative, solicitor, agent, contractor or employee of the Housing Authority. For the avoidance of doubt, nothing express or implied in this lease constitutes the Organisation as, and the Organisation is not appointed as, the agent of the Housing Authority to do any act or thing.

30.8 Supervening legislation

If the Housing Authority's rights under this lease are adversely affected by any present or future legislation which varies the Organisation's obligations under this lease, then so far as the law allows, that legislation is excluded.

30.9 Further assurances

The Organisation must do everything the Housing Authority reasonably requires to:

- (a) bind the Organisation under this lease;
- (b) allow the Housing Authority to exercise a right under this lease; and
- (c) give full effect to this lease.

30.10 Housing Authority's certificate

A certificate from the Housing Authority stating that an amount is owing, or an event has occurred is taken to be correct unless the contrary is proved.

30.11 Counterparts

This lease may consist of a number of counterparts.

30.12 Entire Agreement

This lease represents the entire agreement between the Parties in relation to the Premises.

30.13 Variations to the lease

- (a) Unless otherwise expressly provided, this lease may only be varied with the written consent of the Parties.
- (b) The Parties acknowledge that this lease may need to be varied to take into account any Change in Law.

31. GST**31.1 Interpretation**

Any terms used in this clause 31 that are defined in the GST Act have the same meanings as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("GST Act")

31.2 Rent GST-Exclusive

- (a) All amounts referred to in this lease other than in this clause are exclusive of GST.
- (b) A recipient of a taxable supply under this lease must pay to the supplier, in addition to the GST exclusive consideration for the taxable supply, an amount on account of any GST paid or payable by the supplier in respect of the taxable supply.

- (c) The recipient must pay the GST amount referred to in subclause (b) to the supplier:
 - (i) if there is a due date for the GST-exclusive consideration for the taxable supply, on that date; or
 - (ii) if there is no due date, within 14 days of receiving a tax invoice for the taxable supply.
- (d) Each Party making a taxable supply under this lease must issue a tax invoice to the other Party for each taxable supply at or before the time it makes the taxable supply.

31.3 GST obligations

- (a) If, under this lease, one Party is required to pay an amount to reimburse or compensate the other Party for any cost or liability incurred by that other Party:
 - (i) the amount to be reimbursed or compensated excludes any GST component of that cost or liability for which that other Party, or the representative member of any GST group of which that Party is a member, is entitled to claim an input tax credit; and
 - (ii) if the reimbursement or compensation payment is itself consideration for a taxable supply by the payee (the price of which is not stated in this lease), then it is to be increased by the amount of GST payable by the payee on that taxable supply once a tax invoice has been issued by the payee for that supply.

31.4 Supplies by the Organisation

- (a) If the Organisation would be entitled, upon making an application in accordance with Division 426 in Schedule 1 to the *Taxation Administration Act 1953* to be endorsed as a charity under section 176-1(1) of the GST Act, the Organisation must:
 - (i) apply to be endorsed as a charity under section 176-1(1) of the GST Act;
 - (ii) use its best endeavours to obtain and at all times during the term of this lease, maintain endorsement as a charity under section 176-1(1) of the GST Act; and
 - (iii) to the maximum extent possible (having regard to its obligations under this lease) ensure that any supply of Premises or any other supply made by it under or in connection with this lease ("Supply") qualifies to be, and otherwise always constitutes, a GST-free supply pursuant to Subdivision 38-G of the GST Act.
- (b) If, despite compliance by the Organisation with its obligations under clause 31.4(a), any Supply does not qualify to be, or otherwise constitute, a GST-free supply pursuant to Subdivision 38-G of the GST Act, to the maximum extent possible (having regard to its obligations under this lease) ensure that such Supply qualifies to be, and otherwise always constitutes, an input taxed supply pursuant to Subdivision 40-B of the GST Act.

32. Appointment of Third Party

- (a) The Parties acknowledge and agree that as at the date of this lease, the Organisation intends to engage an external third-party Service Provider to undertake the support service delivery obligations under this lease.
- (b) Despite any other provisions in this lease, the Housing Authority agrees that
 - (i) The organisation may enter into a separate agreement with the Service Provider to deliver the Support Program and support services (Service Agreement).
 - (ii) Under the terms of the service agreement, the Organisation:
 - (A) May transfer to the Service Provider those obligation of the Organisation under the lease which either expressly or impliedly relate to the Support Program and support service; and

- (B) Must ensure that any obligations imposed in the Service Provider with respect to the Support Program and support services strictly comply with the corresponding obligations under this lease.
- (c) Provided that the Organisation assumes all responsibility for enforcing compliance of the Service Provider with the terms of the Service Agreement, any obligation under this lease which relates to the Support Provider, support program or support services will be taken to be an obligation of the Service Provider and not the Organisation.
- (d) For the avoidance of doubt, nothing in this clause releases the Organisation from otherwise complying with all other terms and conditions of this lease as they relate the Organisation.

33. Further Term

- (a) The Housing Authority may in its sole and absolute discretion offer to extend the Term of this lease for a further term of 12 months (Further term)
- (b) Any Offer of a Further Term:
 - (i) Must be made the Housing Authority in writing to the Organisation no later than 30 days prior to the Expiry Date; and
 - (ii) Must be accepted or rejected by the Organisation in writing within 7 days of the offer having been made.
- (c) If subclause (b) above is satisfied, and the offer of a Further Term is accepted by the Organisation:
 - (i) The Further Term will commence on the first day after the Term and expire 12 months later (unless terminated or ended sooner in accordance with the lease);
 - (ii) The Further Term will be on the same terms and conditions as this lease (save for this clause) or such other terms and conditions agreed between the parties; and
 - (iii) Thereafter this lease will be read and construed (including, without limitation, the Term and Expiry Date of this lease) subject to the Further Term

SCHEDULES

SCHEDULE A – PERMITTED USE

Overview of Permitted Use of the Premises including details of Support Program	KEYS Family Support and Parenting To provide support, counselling, emergency relief, playgroups, support groups and parenting workshops to families.
Other services to be offered at the Premises	
Target clients	Families.
External funding sources	Ongoing funding provided by Department of Communities – Child Protection

SCHEDULE B - POLICIES

The Organisation will comply with the following Policies:

Policies

SCHEDULE C – REPORTING DATES

Reports	Clause Reference	Frequency	Latest Date to Provide
Evidence of Insurance Policies	15.1(b)	Various	Within 10 Business Days of implementation or renewal
Smoke Alarms and Residual Current Devices Certification and Record	17(a)(iv)	Twice within each 365-day period	Within 10 business days of testing
Electrical Safety Certificates for each Smoke Alarm and Residual Current Device installed or replaced and the make, model and date of expiry for each such device as applicable	17(a)(iii)	Various	Within 10 Business Days of installation or replacement


SCHEDULE D – ASBESTOS CONTAINING MATERIALS

This property has been identified as not containing ACM.

Signing page

EXECUTED as a Deed

On behalf of Housing Authority:



 Signature of Authorised Officer
 Marie Harvey

 Name of Authorised Officer (please print)
 A/Bonds Coordinator

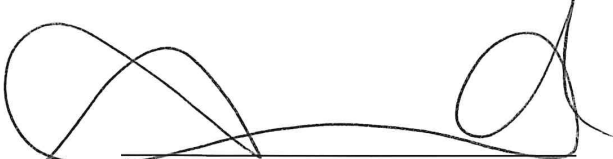
 Position Title (please print)

← _____ ←
 Signature of Authorised Officer

 Name of Authorised Officer (please print)

 Position Title (please print)

**On behalf of Kwinana Early Years Services
Inc**



 Signature of Authorised Officer

Annette Harwood.

 Name of Authorised Officer (please print)

 Signature of Authorised Officer

 Name of Authorised Officer (please print)

KWINANA EARLY YEARS SERVICES INC.

Financial Statements For the year ended 30 June 2023

**Ray Woolley Pty Ltd
6 Tees Court
Mindarie
WA 6030**

KWINANA EARLY YEARS SERVICES INC.
INCOME STATEMENT
For the year ended 30 June 2023

	30/06/2023	30/06/2022
Income	\$	\$
CCK Auspice Income	104,956.36	82,500.03
Connecting Community For Kids Funding	699,709.15	663,413.04
DCP Funding	475,331.46	446,679.44
Smith Family Funding	173,742.00	192,127.00
DLGC Funding	125,000.01	148,041.10
NGALA Funding	26,115.00	26,115.00
Woodside Funding	0.00	26,760.00
Lotterywest Funding	159,096.49	156,093.96
Encircle Funding	187,397.29	62,465.76
Rental Income	13,630.00	30,602.27
Other Income	73,082.51	48,648.00
Profit / (Loss) on Sale of Assets	4,946.10	1,877.24
Total Income	2,043,006.37	1,885,322.84
Expenditure		
Salaries and Related Costs	1,504,926.64	1,273,354.85
Administration Costs	224,246.18	208,118.78
Consultants	60,822.55	19,802.09
Evaluation Costs	22,412.09	20,009.25
Operational Costs	167,973.85	82,732.15
Motor Vehicle Costs	20,256.50	18,193.74
Depreciation	22,361.70	19,625.85
Travel Costs	27,387.93	24,503.51
Property Costs	67,193.93	41,264.05
Total Expenditure	2,117,581.37	1,707,604.27
Deficit for the year	-74,575.00	177,718.57
Accumulated Funds Brought Forward	399,466.38	221,747.81
Accumulated Funds Carried Forward	<u>\$324,891.38</u>	<u>\$399,466.38</u>

The accompanying notes form part of these Financial Statements

KWINANA EARLY YEARS SERVICES INC.
BALANCE SHEET
As at 30 June 2023

	30/06/2023	30/06/2022
Current Assets	\$	\$
Cash at Bank - CKK Account	363,940.76	365,771.63
Cash at Bank - General Account	12,694.94	505,548.80
Cash at Bank - Leave Provision Account	65,000.00	65,000.00
Cash on Hand	0.00	350.00
Trade Debtors	37,839.80	22,069.98
Sundry Debtors & Prepaid Expenses	589.42	2,850.00
Accrued Income	8,742.00	13,127.00
Total Current Assets	488,806.92	974,717.41
Non - Current Assets		
Land & Buildings		
Cost	43,275.01	7,320.00
Accumulated Depreciation	-7,678.57	-7,320.00
	35,596.44	0.00
Plant & Equipment		
Cost	77,257.29	42,730.52
Accumulated Depreciation	-26,881.29	-23,582.48
	50,376.00	19,148.04
Motor Vehicles		
Cost	177,261.11	182,019.10
Accumulated Depreciation	-8,552.68	-7,888.93
	168,708.43	174,130.17
Furniture & Fittings		
Cost	26,871.73	26,871.73
Accumulated Depreciation	-22,650.66	-22,181.65
	4,221.07	4,690.08
Total Non - Current Assets	258,901.94	197,968.29
Total Assets	747,708.86	1,172,685.70
Current Liabilities		
Trade Creditors	48,193.51	20,586.35
Sundry Creditors & Accruals	52,034.86	59,908.86
Income Received In Advance	261,843.64	617,372.10
GST Payable	-9,919.99	-1,278.84
Provision for Annual Leave	63,237.21	65,309.33
Provision for Long Service Leave	7,428.25	11,321.52
Total Current Liabilities	422,817.48	773,219.32
Total Net Assets	\$324,891.38	\$399,466.38
Accumulated Funds		
Accumulated Funds Carried Forward	324,891.38	399,466.38
Total Accumulated Funds	\$324,891.38	\$399,466.38

The accompanying notes form part of these Financial Statements

KWINANA EARLY YEARS SERVICES INC.
CASH FLOW STATEMENT
For the year ended 30 June 2023

	30/06/2023	30/06/2022
Cash Flows from Operating Activities	\$	\$
Receipts from Grants and other income	1,667,350.44	2,060,406.53
Interest Received	3,796.55	0.00
Payments to Suppliers and Staff	-2,087,832.47	-1,719,923.10
Net Cash Flows from Operating Activities	-416,685.48	340,483.43
Other Cash Flows		
Proceeds of Sales of Fixed Assets	255,905.35	117,090.90
Additions to Fixed Assets	-334,254.60	-182,019.09
Net increase in Cash and Cash Equivalents	-495,034.73	275,555.24
Cash and Cash Equivalents Brought Forward	936,670.43	661,115.19
Cash and Cash Equivalents Carried Forward	\$441,635.70	\$936,670.43
Reconciliation of cash flow from operating activities and surplus for the year		
Surplus for the year	-74,575.00	177,718.57
Adjust for non-cash flow items		
Profit on Sale of Assets	-4,946.10	-1,877.24
Depreciation	22,361.70	19,625.85
Change in Assets and Liabilities		
Trade Debtors	-15,769.82	38,337.63
Sundry Debtors & Prepaid Expenses	2,260.58	-2,600.00
Accrued Income	4,385.00	-5,127.00
Trade Creditors	27,607.16	-52,459.19
Sundry Creditors & Accruals	-7,874.00	33,299.85
Income Received In Advance	-355,528.46	143,750.30
GST Payable	-8,641.15	-15,727.48
Employee Entitlements	-5,965.39	5,542.14
Net Cash Flows from Operating Activities	-\$416,685.48	\$340,483.43

**KWINANA EARLY YEARS SERVICES INC.
STATEMENT OF CHANGES IN EQUITY
As at 30 June 2023**

RESERVES	\$
Balance as at 30 June 2021	221,747.81
Surplus for the year	177,718.57
Balance as at 30 June 2022	399,466.38
Deficit for the year	-74,575.00
Balance as at 30 June 2023	<u>\$324,891.38</u>

KWINANA EARLY YEARS SERVICES INC.

Financial Statements For the year ended 30 June 2024

**Ray Woolley Pty Ltd
6 Tees Court
Mindarie
WA 6030**

KWINANA EARLY YEARS SERVICES INC.
INCOME STATEMENT
For the year ended 30 June 2024

	30/06/2024	30/06/2023
Income	\$	\$
CCK Auspice Income	70,230.16	104,956.36
Connecting Community For Kids Funding	643,201.08	699,709.15
DCP Funding	510,443.12	475,331.46
Smith Family Funding	268,103.01	173,742.00
DLGC Funding	125,000.02	125,000.01
NGALA Funding	26,115.00	26,115.00
DOC Supporting Change Program	131,250.00	159,096.49
Encircle Funding	0.00	187,397.29
Rental Income	24,320.00	13,630.00
Interest Received	6,662.07	3,796.55
Other Income	63,322.23	69,285.96
Profit / (Loss) on Sale of Assets	5,678.67	4,946.10
Total Income	1,874,325.36	2,043,006.37
Expenditure		
Salaries and Related Costs	1,364,560.56	1,504,926.64
Administration Costs	165,855.54	224,246.18
Consultants	0.00	60,822.55
Evaluation Costs	7,615.09	22,412.09
Operational Costs	108,827.97	167,973.85
Motor Vehicle Costs	13,854.36	20,256.50
Depreciation	21,970.37	22,361.70
Travel Costs	17,981.09	27,387.93
Property Costs	61,574.30	67,193.93
Total Expenditure	1,762,239.28	2,117,581.37
Deficit for the year	112,086.08	-74,575.00
Accumulated Funds Brought Forward	324,891.38	399,466.38
Accumulated Funds Carried Forward	\$436,977.46	\$324,891.38

The accompanying notes form part of these Financial Statements

KWINANA EARLY YEARS SERVICES INC.
BALANCE SHEET
As at 30 June 2024

	30/06/2024	30/06/2023
Current Assets	\$	\$
Cash at Bank - CKK Account	302,164.23	363,940.76
Cash at Bank - General Account	261,408.19	12,694.94
Cash at Bank - Leave Provision Account	65,000.00	65,000.00
Trade Debtors	36,266.13	37,839.80
Sundry Debtors & Prepaid Expenses	35,300.00	589.42
Accrued Income	28,645.00	8,742.00
Total Current Assets	<u>728,783.55</u>	<u>488,806.92</u>
Non - Current Assets		
Land & Buildings		
Cost	43,275.01	43,275.01
Accumulated Depreciation	-9,116.77	-7,678.57
	<u>34,158.24</u>	<u>35,596.44</u>
Plant & Equipment		
Cost	77,257.29	77,257.29
Accumulated Depreciation	-34,988.90	-26,881.29
	<u>42,268.39</u>	<u>50,376.00</u>
Motor Vehicles		
Cost	123,109.28	177,261.11
Accumulated Depreciation	-9,554.64	-8,552.68
	<u>113,554.64</u>	<u>168,708.43</u>
Furniture & Fittings		
Cost	26,871.73	26,871.73
Accumulated Depreciation	-23,072.77	-22,650.66
	<u>3,798.96</u>	<u>4,221.07</u>
Total Non - Current Assets	<u>193,780.23</u>	<u>258,901.94</u>
Total Assets	<u>922,563.78</u>	<u>747,708.86</u>
Current Liabilities		
Trade Creditors	38,505.81	48,193.51
Sundry Creditors & Accruals	39,917.76	52,034.86
Income Received In Advance	322,691.07	261,843.64
GST Payable	-882.93	-9,919.99
Provision for Annual Leave	59,823.22	63,237.21
Provision for Long Service Leave	25,531.39	7,428.25
Total Current Liabilities	<u>485,586.32</u>	<u>422,817.48</u>
Total Net Assets	<u><u>\$436,977.46</u></u>	<u><u>\$324,891.38</u></u>
Accumulated Funds		
Accumulated Funds Carried Forward	436,977.46	324,891.38
Total Accumulated Funds	<u><u>\$436,977.46</u></u>	<u><u>\$324,891.38</u></u>

The accompanying notes form part of these Financial Statements

KWINANA EARLY YEARS SERVICES INC.
CASH FLOW STATEMENT
For the year ended 30 June 2024

	30/06/2024	30/06/2023
Cash Flows from Operating Activities	\$	\$
Receipts from Grants and other income	1,904,502.72	1,667,350.44
Interest Received	6,662.07	3,796.55
Payments to Suppliers and Staff	-1,773,058.08	-2,087,832.47
Net Cash Flows from Operating Activities	<u>138,106.71</u>	<u>-416,685.48</u>
Other Cash Flows		
Proceeds of Sales of Fixed Assets	140,057.28	255,905.35
Additions to Fixed Assets	-91,227.27	-334,254.60
Net increase in Cash and Cash Equivalents	<u>186,936.72</u>	<u>-495,034.73</u>
Cash and Cash Equivalents Brought Forward	441,635.70	936,670.43
Cash and Cash Equivalents Carried Forward	<u>\$628,572.42</u>	<u>\$441,635.70</u>
Reconciliation of cash flow from operating activities and surplus for the year		
Surplus for the year	112,086.08	-74,575.00
Adjust for non-cash flow items		
Profit on Sale of Assets	-5,678.67	-4,946.10
Depreciation	21,970.37	22,361.70
Change in Assets and Liabilities		
Trade Debtors	1,573.67	-15,769.82
Sundry Debtors & Prepaid Expenses	-34,710.58	2,260.58
Accrued Income	-19,903.00	4,385.00
Trade Creditors	-9,687.70	27,607.16
Sundry Creditors & Accruals	-12,117.10	-7,874.00
Income Received In Advance	60,847.43	-355,528.46
GST Payable	9,037.06	-8,641.15
Employee Entitlements	14,689.15	-5,965.39
Net Cash Flows from Operating Activities	<u>\$138,106.71</u>	<u>-\$416,685.48</u>

**KWINANA EARLY YEARS SERVICES INC.
STATEMENT OF CHANGES IN EQUITY
As at 30 June 2024**

RESERVES	\$
Balance as at 30 June 2022	399,466.38
Deficit for the year	-74,575.00
Balance as at 30 June 2023	324,891.38
Surplus for the year	112,086.08
Balance as at 30 June 2024	<u>\$436,977.46</u>



Constitution of Kwinana Early Years Services Incorporated

*I Certify that this is a true copy of the
original document*

*D. Tingley
Donna Tingley
23/10/19.
Certified Practising Accountant
Number: 2075007.*

Constitution of Kwinana Early Years Services Incorporated

1. NAME

The name of the Association shall be Kwinana Early Years Services Incorporated. Hereinafter referred to as 'KEYS'.

2. PURPOSE OF THIS CONSITUTION

The purpose of the constitution is to formulate a guide which will govern the efficiency and integrity of the legal incorporated body, the Association being:

- A not-for profit organisation;
- Based within the Kwinana community;
- Located in the Kwinana region; and
- Has the mandate of the Children's and Community Services ACT 2004.

3. OUR VISION

To be the best family support organisation in Western Australia.

4. OUR VALUES & COMITMENTS:

We are an organisation that is committed to:

- Advocating for the rights of the child and families;
- Building on the strengths and capacities of families and the community;
- Empowering parents to play the key role in raising their children;
- Acknowledging the inter-generational nature of parenting issues;
- Consulting with the community to achieve successful organisational outcomes;
- Promoting education as a means of breaking the poverty cycle;
- Working in an innovative and creative manner;
- Collaborating with others and working as a team to best serve the people who use our services;
- Developing the skills of our board of management, staff (including volunteers) and the people who use our services;
- Behaving in an honest, ethical and non-judgmental manner; and
- Serving the community of Kwinana.

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Constitution of Kwinana Early Years Services Incorporated

5. MISSION STATEMENT

To promote a better quality of life for families living in Kwinana through the provision of an integrated range of services that will assist parents, carers and children to achieve positive life outcomes.

PHILOSOPHIES THAT UNDERPIN THE SERVICE MODEL

- KEYS upholds the United Nations Convention on Rights of the Child;
- Parents are the primary contributors to, and supporters of their children's lives;
- Early intervention, activities and services that aim to empower families and communities;
- We offer varied and flexible services to meet individual and family needs;
- Services are offered free of charge to families, children and carers to alleviate poverty, suffering and misfortune, and
- KEYS adopt a strength based approach.

6. OBJECTIVES

The Association's central objectives are to provide direct relief to children and families and to alleviate suffering, misfortune and helplessness:

- 6.1 Build stronger, resilient families in Kwinana to improve the quality of life for children and families, who are identified at risk of poor life outcomes;
- 6.2 Supporting people who are misfortunate, or living with a disability, Aboriginal and Torres Strait Islander people, and people from culturally and linguistically diverse backgrounds;
- 6.3 To improve educational life outcomes for children considered at risk by providing educational support and resources to enhance literacy and numeracy skills development.
- 6.4 Providing high quality services for parents and care givers to enhance their knowledge, skills and confidence in parenting, and
- 6.5 Delivering services that ensures the health, wellbeing and safety of children is protected.

7. POWERS

The Association shall have powers conferred upon it by Section 13 of the Association Incorporation Act 1987.

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Constitution of Kwinana Early Years Services Incorporated

8. MEMBERSHIP

- 8.1 Membership of the Association shall consist of members from the community, users of the service and others interested in promoting the objectives of the Association.
- 8.2 Ordinary members may elect a minimum of three (3) and a maximum of nine (9) representatives onto the Board of Management. The duly elected representatives have a vote each.
- 8.3 Any individual or group other than users, wishing to obtain membership shall make a written application and forward to the KEYS Board of Management.
- 8.4 The Secretary shall, on behalf of the Board of Management, keep and maintain a register of members in accordance with Section 27 of the above mentioned Act and that register shall be available to any member of the Association to view within three (3) days of the receipt of a written request for that member.
- 8.5 The Board of Management shall reserve the right to cancel the membership of any individual or group, when in its judgement, the conduct of that individual or group is detrimental to the interests of the Association. An expelled member shall have the right of appeal to the Annual General Meeting of members.

9. CESSATION OF MEMBERSHIP

1. A member of the Board of Management shall cease to hold office if:
 - i. He or she wishes to resign in writing as a Committee Member;
 - ii. They resign, are suspended or expelled as a member of the Association, and
 - iii. Executive Board of Management members upon discussion vote to cancel membership of an individual OR a number of members, if it is deemed that continued membership will have a negative impact toward the general well being of the organisation.
2. Expulsion from the Board of Management:
 - i. A member can be expelled as a member of the Board of Management if the Board consider the member's conduct is detrimental to the interests of the Association or the member is not performing their duties of office fully;
 - ii. To expel a member of the Board of Management the Board must give the person at least 7 days notice in writing of the Committee Meeting at which the expulsion will be discussed. The notice must state why the member is being considered for expulsion. The member is entitled to attend this meeting to address the Board of Management however, they can be required to leave the meeting while the Board deliberates the expulsion, and

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Constitution of Kwinana Early Years Services Incorporated

- iii. Absence from Meetings. Absence from 3 consecutive Board of Management Meetings without notification is grounds for removal from office of a Board Member.

10. RIGHTS OF MEMBERS

- 10.1 Participate freely at meetings.
- 10.2 Offer constructive criticism.
- 10.3 Participate in KEYS activities, hence contributes to its wellbeing.

11. MEMBERSHIP FEES

The Annual General Meeting of the Association shall reserve the right to establish and determine the annual fees to be paid by each member.

12. MANAGEMENT COMMITTEE OFFICIALS

The Association shall be managed by a Board of Management comprising of:

- i. Chairperson;
- ii. Deputy/Vice Chairperson;
- iii. Secretary, and
- iv. Treasurer.

- 12.1 A minimum of three (3) and a maximum of nine (9) other Board of Management members;
- 12.2 Board of Management members shall be elected at the Annual General Meeting of the Association for a term expiring at the next AGM of the Association;
- 12.3 Representatives from funding bodies may attend meetings as advisers and observers but will have no vote;
- 12.4 Any member of the Board of Management who has been appointed by a group or organisation may be replaced at any time through an agreement between the organisation and Board;
- 12.5 When a vacancy occurs from members elected at the Annual General Meeting, the Board of Management may appoint a member to fill that vacancy. The member shall hold office until the Annual General Meeting.
- 12.6 The Board of Management may establish sub-committees comprising Committee Members and/or members of the Association for the purpose of furthering the objectives of the Association.

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Constitution of Kwinana Early Years Services Incorporated

13. EMPLOYED STAFF

- 13.1 The day-to-day running of the Association shall be undertaken by paid Employees of the Association as directed by the Board of Management.
- 13.2 The Manager is an ex-officio member of the Board of Management and has no vote.
- 13.3 The Manager reports at least bi monthly to the Board of Management on the activities and progress of the Association.
- 13.4 The Manager shall be the Authorised Officer of the Association and shall supervise staff and be responsible for the day-to-day running of the programme.

14. FUNCTIONS OF THE OFFICE BEARERS

Unless otherwise determined by the Board of Management, the duties of the members of the Committee shall include the following:

14.1 CHAIRPERSON

The Chairperson shall call meetings and facilitate their conduct. She/he may delegate the facilitation to other members of the Committee;

- 14.2 In the absence of the Chairperson, the Deputy Chairperson shall facilitate or delegate the facilitation to other members of the Board of Management. In the absence of both of the above, a facilitator shall be selected by the rest of the Board;

- 14.3 The Chairperson and/or Manager only shall make public statements on behalf of the Association and conduct all correspondence except that the Association may delegate this authority to a member of the Association;

- 14.4 The Chairperson shall ensure the Board will address itself to filling any vacancies which may occur during the Boards term of office, and

- 14.5 The Chairperson together with the Secretary shall ensure that an agenda is prepared for Board of Management and General Meetings.

14.6 SECRETARY

The Secretary shall take minutes, and carry out any other duties as directed by the Management Committee, in accordance with the Rules of the Association;

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Constitution of Kwinana Early Years Services Incorporated

- 14.7 The Secretary with the Chairperson shall prepare all agendas for the Committee and General Meetings;
- 14.8 In the absence of the Secretary another Board member may be elected to take minutes;
- 14.9 The Secretary shall ensure that all minutes and General Meeting's records of the Association are accessible at all times to all members. Any minutes documents or records designated by the Board as confidential shall be available to members on the vote of a Special General Meeting only, and
- 14.10 All applications shall be received by the Secretary and submitted to the Board for approval. A register of Members so approved shall record name, address, date of acceptance, fees paid and nature of the membership.

14.11 KEYS MANAGER

The Manager shall have custody of all books, records, documents and registers of the Association other than those required by the Treasurer for performance of his/her duties. The Manager shall resume full responsibility to manage the day to day functions, activities and responsibilities of the KEYS Association, and

The Manager shall maintain and issue receipts for monies received, and ensure payment of all accounts on the authority of the Board is accurate and recorded in a proper manner.

14.12 TREASURER

The Treasurer shall be responsible for overseeing the finances of the Association in consultation with the Bookkeeper, and

- 14.13 The Treasurer shall report to the Annual and General Meeting, and each Board Meeting on the financial standing of the Association.

14.14 SIGNATURES

All cheques and other documents requiring signatures on behalf of the Association will be signed by two authorised Board members, or one (1) Board Member or the KEYS Manager.

15. GENERAL MEETINGS

- 15.1 These shall be held at such times and places as determined by a preceding meeting of the Association. At least fourteen (14) days notice of such a meeting shall be given in writing to all Board of Management.

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Constitution of Kwinana Early Years Services Incorporated

- 15.2 A Special General Meeting of the Association may be convened by a resolution of the Board of Management or following a letter of request signed by at least five (5) members. At least fourteen (14) days notice shall be given in writing to all members.

16. ANNUAL GENERAL MEETING

- 16.1 The Annual General Meeting shall be held within three (3) months of the end of the Association's financial year on a day determined by the Board of Management.
- 16.2 Not less than fourteen (14) days written notice shall be given of the Annual General Meeting and shall specify the place, date and time of the meeting.
- 16.3 The Order of business for the Annual General Meeting shall be:
- 16.3.1 The receipt of the Chairperson's report for the previous financial year;
 - 16.3.2 The receipt of the Managers report for the previous year;
 - 16.3.3 The receipt of the Treasurer's report and the audited financial statements for the previous financial year, together with the financial budget for the next or current year;
 - 16.3.4 The election of the Board Members;
 - 16.3.5 The appointment of the Auditor for the following financial year, and
 - 16.3.6 Any other business placed on the agenda prior to the commencement of the meeting.

17 QUORUM

The Quorum for the Board of Management meetings shall be five (5) members.

The Quorum for the Annual General Meeting and Special General Meeting shall be no less than 20% of the total membership of the Association or ten (10) people, whichever is greater.

DECISION-MAKING PROCESSES

- 17.1 Whenever possible, all decisions shall be made by consensus. Where this is not possible, a vote shall be called with all members having voting rights.
- 17.2 Voting in all issues not resolved by consensus shall be decided by a simple majority of the members present.

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Constitution of Kwinana Early Years Services Incorporated

18. FINANCES OF THE ASSOCIATION

18.1 The funds of the Association including Government funding income is to be administered by the Association (KEYS), and may be increased by donations and assets from any source.

18.2 The financial year of the KEYS Association shall be the 1st July to last day in June.

18.3 The assets and income of the Association shall be applied solely to the furtherance of its objectives and no portion shall be distributed directly or indirectly to the members of the Association except as bona fide compensation for services rendered on behalf of the Association

18.4 Auditing

The Auditor shall be appointed at the Annual General Meeting. Auditing of the books of account shall be conducted annually, just prior to the Annual General Meeting, so that the audited financial statement shall be available at the meeting.

18.5 Gifts and Donations

Gifts and donations however derived must be applied solely towards the purpose of the Association. No part of those gifts or profits may be paid or transferred to a Member of Office either directly or indirectly. KEYS fund raising activities will only be carried out for the sake of public benevolence:

- i. Providing relief to families to alleviate misfortune, suffering and helplessness.

19. AMENDMENT TO THE CONSTITUTION AND DISSOLUTION

The Constitution of the Association may only be amended at an Annual General Meeting or a special meeting called for that purpose. No amendment shall be adopted unless it has the voting support of 75% of the members present at the meeting.

20. DISPUTES RESOLUTION

20.1 Any disputes that arise from provisions of this Constitution which are deemed unresolved through negotiation by the parties involved, will then be referred to a full General meeting for further discussion to seek resolution. Should the matter still be unresolved or in dispute it may then be referred to:

20.2 A suitable mediator as the parties may determine appropriate.

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Constitution of Kwinana Early Years Services Incorporated

21. COMMON SEAL

- 21.1 The Association shall have a Common Seal on which shall appear its corporate name in legible characters.
- 21.2 The Common Seal shall not be used without the express authority of the Board of Management and every use of it shall be recorded in the minutes of that Board Meeting.
- 21.3 The affixing of the Common Seal shall be witnessed by any two (2) of the Chairperson, the Deputy Chairperson, Secretary, Treasurer and Manager.
- 21.4 The Common Seal shall be kept in secure custody of the Manager, Chairperson or Board of Management member.

22. DISSOLUTION

- (a) This clause overrides any other clause in this constitution to the extent of any inconsistency.
- (b) Upon whichever is to occur of:
 - (i) the winding up of the Association, whether voluntarily or otherwise, at a time when the Association is endorsed as a DGR, or
 - (ii) the revocation of the endorsement of the Association as a DGR,

Gifts of money or property made to the Association remaining after the satisfaction of all the Association's liabilities shall be transferred to a fund, authority or institution which is a DGR

DATE OF ADOPTION 06/05/2009

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17 REPORTS – NATURAL ENVIRONMENT

Nil

18 REPORTS – BUILT INFRASTRUCTURE**18.1 PROPOSED ROAD NAMES FOR CASSIA GLADES (STAGES 4, 5, 6) KWINANA TOWN CENTRE****SUMMARY**

MNG Survey, the surveying consultant for the Cassia Glades development in Kwinana Town Centre, has submitted details of the proposed road names for the new roads being constructed as part of this development. These proposed road names are detailed in Attachment A.

MNG Survey is now seeking Council's support for these road names to present them to the Geographic Names Committee (GNC) for final approval. Additionally, MNG Survey is requesting support for the alternative road names listed in case the GNC does not approve the primary proposals.

The Geographic Names Authority has provided preliminary validation for the proposed road names via their 'Request Road Name' webpage. The theme for the roads throughout this development is 'Western Australian Flora' which suits the development area and the name of the development "Cassia" which is a type of flowering plant.

OFFICER RECOMMENDATION

That Council approve the following road names, for use within Cassia Glades, Kwinana Town Centre, as shown in Attachment A:

Proposed Names:	Alternative Names:
Lechenaultia Way	Hakea
Tetraria Lane	Smokebush
Dryandra Lane	Claw flower
Everlasting Drive	

VOTING REQUIREMENT

Simple majority

DISCUSSION

Before a subdivision developer can submit survey diagrams for approval, all road names must be officially approved and clearly indicated on the survey diagram. The road naming process must comply with the guidelines set by the GNC to ensure adherence to naming conventions and restrictions.

Alternate road names has been proposed for consideration in case any of the initially suggested names fail to receive approval from the GNC. Details about the origin of the alternative names are provided below.

The proposed road names for the Cassia Glades subdivision in Kwinana Town Centre are as follows:

Proposed Name and Suffix	Source of information	Background/origin/meaning/justification
Lechenaultia Way	https://www.watercorporation.com.au/Help-and-advice/Waterwise/Garden/A-Z-guide-to-WA-native-plants	Common name: Lechenaultia is a genus of flowering plants in the family Goodeniaceae, the species native to Australia with one species (L. filiformis) also occurring in New Guinea. Plants in the genus Lechenaultia are glabrous shrubs or herbs with needle-shaped leaves, more or less sessile flowers with five sepals and five blue, white, or yellow and red petals in two unequal lobes, the fruit an elongated capsule.
Tetraria Lane	https://en.wikipedia.org/wiki/Tetraria_octandra	Common name: Hair Sedge - A rhizomatous, tufted perennial sedge growing 0.15 - 0.7m high in clumps to 1m. Brown flowers appear from Jan - Dec. Found in grey or brown sand, lateritic loam, mud, sandy clay in swamps to uplands.
Dryandra Lane	https://southernforestlife.net/travels/2018/10/21/wa-endemics	Banksia ser. Dryandra is a series of 94 species of shrub to small tree in the plant genus Banksia. It was considered a separate genus named Dryandra until early 2007, when it was merged into Banksia on the basis of extensive molecular and morphological evidence that Banksia was paraphyletic with respect to Dryandra.
Everlasting Drive	https://southernforestlife.net/travels/2018/10/21/wa-endemics	Everlasting , any of several plants that retain their form and colour when dried and are used in dry bouquets and flower arrangements. Popular everlastings include several species of the family Asteraceae, especially the true everlastings, or immortelles, species of the genus Helichrysum.

The alternative road name for the Cassia Glades, Kwinana Town Centre is:

Alternative Name	Source of information	Background/origin/meaning/ justification
Hakea	https://www.bhg.com.au/australian-native-plants	Available in around 150 diverse species, hakea comes in a range of small to medium shrubs. They showcase spectacular flowers and leaves in a variety of colours and shapes. Some Hakeas have long spidery flowers which are similar to grevilleas, while others have prickly leaves and long spears at the end of the branches. Hakeas thrive in full sun with well-draining soil. Keep them looking good with regularly pruning, but keep fertiliser to a minimum.
Smokebush	https://southernforestlife.net/travels/2018/10/21/wa-endemics	Deep purple foliage provides a dramatic contrast to the usual green and oat-coloured grasses. Misty pink clouds of flower emerge in late spring to early summer and gracefully waft like puffs of smoke above the dramatic rounded leaves. Spectacular crimson foliage follows in autumn. The unusual almost perfectly matt surface of the leaves makes a striking feature in borders and mixed plantings, offering a unique saturation of colour. A feature tree in the dry garden at The Garden of St Erth. Medium growth rate.
Clawflower	https://gcln.org.au/product/calothamnus-pinifolius/	<i>Calothamnus graniticus</i> , commonly known as granite claw flower , is a plant in the myrtle family, Myrtaceae and is endemic to the south-west of Western Australia. There are two subspecies, both of which have been classified as "near threatened". It is an erect, rounded shrub with pine-like, dark, grey-green foliage and usually bright red

		flowers. <i>Calothamnus graniticus</i> subsp. <i>graniticus</i> occurs in the Leeuwin-Naturaliste National Park and is the floral emblem of the nearby city of Busselton.[2] (In 2014 Craven, Edwards and Cowley proposed that the species be renamed <i>Melaleuca granitica</i> .)[3]
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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

The approval process is in compliance with the Geographic Names Committee Guidelines, and Council Policy – Street Naming.

FINANCIAL/BUDGET IMPLICATIONS

No financial/budget implications 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 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. S161454 - Road Name Report to Council - Appendix A - Cassia Glades 4,5,6 [↓](#)



18.2 PROPOSED ROAD NAMES FOR CATENA ESTATE, ANKETELL

SUMMARY

MNG Survey, the surveying consultant for the Catena Estate development in Anketell, has submitted details of the proposed road names for the new roads being constructed as part of this development. These proposed road names are outlined in Attachment A.

MNG Survey is now seeking the Council's support for these road names to present them to the Geographic Names Committee (GNC) for final approval. Additionally, they are requesting support for the alternative road names listed in case the GNC does not approve the primary proposals.

The Geographic Names Authority has provided preliminary validation for the proposed road names through their 'Request Road Name' webpage. The theme for the roads in this development is "Australian Lakes," which aligns well with the development area.

OFFICER RECOMMENDATION

That Council approve the following road names, for use within Catena Estate, Anketell, as shown in Attachment A:

Proposed Names:	Alternative Names:
Argyle Street	Blanche
Tyrell Lane	Dulverton
Lefroy Way	Angove
Victoria Street	Hanson
Irwin Road	
Burbury Avenue	
Talbot Road	
Bennett Street	

VOTING REQUIREMENT

Simple majority

DISCUSSION

Before a subdivision developer can submit survey diagrams for approval, all road names must be officially approved and clearly indicated on the survey diagram. The road naming process must comply with the guidelines set by the GNC to ensure adherence to naming conventions and restrictions.

Alternative road names have been proposed for consideration in case any of the initially suggested names fail to receive approval from the GNC. Details about the origin of the alternative names are provided below.

The proposed road names for the Catena Estate subdivision in Anketell are as follows:

Proposed Name and Suffix	Source of information	Background/origin/meaning/justification
Argyle Street	https://rex.trulyaus.com/destinations/experiences/australian-lakes/	Formed in 1972 by the damming of the mighty Ord River, Lake Argyle is a beautiful place to visit. Holding 10.7 cubic kilometres of water at full supply – more than 18 times the size of Sydney Harbour – the scenery around this expansive lake is like no other.
Tyrell Lane	https://www.dlra.org.au/ref-salt-lakes.htm	Lake Tyrell is dry most of the year, although at times it may be covered by shallow water. Evaporation leaves a salt crust which is commercially extracted by the Cheetham Salt Works at the northern end of the lake.
Lefroy Way	https://en.wikipedia.org/wiki/Lake_Lefroy	Lake Lefroy is a large ephemeral salt lake in the Goldfields-Esperance region of Western Australia.
Victoria Street	https://www.nsw.gov.au/visiting-and-exploring-nsw/locations-and-attractions/lake-victoria	A captivating place that embodies both Aboriginal and military history in addition to being a major water source for people in South Eastern Australia.
Irwin Road	http://www.bonzle.com/c/a?a=p&p=161812&cmd=sp	Lake Irwin , when full, covers an area of around 58,000 hectares and is located in WA.
Burbury Avenue	http://www.bonzle.com/c/a?a=p&p=168325&cmd=sp	Lake Burbury , when full, covers an area of around 8,000 hectares and is located in TAS. 10 creeks and rivers flow into the Lake Burbury
Talbot Road	http://www.bonzle.com/c/a?a=p&p=161756&cmd=sp	Lake Talbot , when full, covers an area of around 290 hectares and is located in NT
Bennett Street	http://www.bonzle.com/c/a?a=p&p=162652&cmd=sp	Lake Bennett , when full, covers an area of around 8,600 hectares and is located in NT.

The alternative road names for the Catena Estate in Anketell are as follows:

Alternative Name	Source of information	Background/origin/meaning/justification
Blanche	https://en.wikipedia.org/wiki/Lake_Blanche	Lake Blanche is a salt lake in central South Australia that lies below sea level.
Dulverton	https://en.wikipedia.org/wiki/Lake_Dulverton	Lake Dulverton is a shallow lake or sandstone lagoon located adjacent to the town of Oatlands in the Southern Midlands region of Tasmania, Australia.
Angove	https://en.wikipedia.org/wiki/Angove_Lake	Angove Lake is a permanent fresh water lake in the Great Southern region of Western Australia, within the Two Peoples Bay Nature Reserve.
Hanson	http://www.bonzle.com/c/a?a=p&p=165741&cmd=sp	Lake Hanson , when full, covers an area of around 6,600 hectares and is located in SA.

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

The approval process is in compliance with the Geographic Names Committee Guidelines, and Council Policy – Street Naming.

FINANCIAL/BUDGET IMPLICATIONS

No financial/budget implications 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 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. S159672 - Catena Estate, Anketell - Road Name Report to Council - Attachment A [↓](#)



18.3 PROPOSED ROAD NAMES FOR LOT 7 ANKETELL ROAD DEVELOPMENT, ANKETELL**SUMMARY**

MNG Survey, the surveying consultant for the Lot 7, Anketell Road development in Anketell, has submitted details of the proposed road names for the new roads being constructed as part of this development. These proposed road names are outlined in Attachment A.

MNG Survey is now seeking the Council's support for these road names to present them to the Geographic Names Committee (GNC) for final approval.

The Geographic Names Authority has provided preliminary validation for the proposed road names through their 'Request Road Name' webpage. The theme for the roads in this development is "Types of Honey," which aligns well with the development area.

OFFICER RECOMMENDATION

That Council approve the following road names, for use within Lot 7, Anketell Road development, Anketell, as shown in Attachment A:

Proposed Names:
Tualang Street
Sourwood Road
Elvish Close
Sidr Street

VOTING REQUIREMENT

Simple majority

DISCUSSION

Before a subdivision developer can submit survey diagrams for approval, all road names must be officially approved and clearly indicated on the survey diagram. The road naming process must comply with the guidelines set by the Geographic Names Committee (GNC) to ensure adherence to naming conventions and restrictions.

The proposed road names for the Lot 7, Anketell Road subdivision in Anketell are as follows:

Proposed Name and Suffix	Source of information	Background/origin/meaning/justification
Tualang Street	https://livebeekeeping.com/honey/five-expensive-honey/	Tualang Honey , named after the Tualang tree (<i>Koompassia excelsa</i>) from which it is derived, is a prized product of Malaysia. This honey is renowned for its potent antioxidant properties and distinct flavor profile, which is attributed to the nectar collected by honeybees from the Tualang tree blossoms.
Sourwood Road	https://worldofhoney.com/2021/02/24/top-ten-best-honey/#3-sourwood	Sourwood Honey is award-winning and internationally recognized. It comes from the Appalachian Mountain region of the United States. It has a low natural sucrose level. Because of this, it does not crystallize. Sourwood Honey is light amber in color. The taste is like caramel with gingerbread.
Elvish Close	https://livebeekeeping.com/honey/five-expensive-honey/	Elvish Honey , also known as Red Honey or Anzer Honey, hails from the remote Anzer highlands of Turkey's Black Sea region. This honey is renowned for its scarcity and labor-intensive harvesting process, which involves extracting the nectar from the flowers of rhododendron plants that grow in the wild and challenging terrain of the Anzer plateau.
Sidr Street	https://worldofhoney.com/2021/02/24/top-ten-best-honey/#2-sidr	Sidr Honey is a rare and luxurious honey that is produced in Yemen. The honey is made from the nectar of the Sidr tree. The unique climate and soil in Yemen create the perfect environment for these trees to thrive, and produce some of the finest honey in the world! This honey has a delicious, sweet flavor, and is packed with health benefits.

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

The approval process is in compliance with the Geographic Names Committee Guidelines, and Council Policy – Street Naming.

FINANCIAL/BUDGET IMPLICATIONS

No financial/budget implications 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 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. **S159387 - Lot 7 Anketell Road Development, Anketell - Road Name Report to Council - Attachment A** [↓](#)



SUMMARY	
Lot 7 Ankettell Road	
Application Type	Subdivision (Green Title)
Parent Lot	7
Parent Graphic	P4746
Certificate of Title	Volume 2115 Folio 210
Total Area	5.964ha
Local Authority	City of Kwinana
TPS	2
Zoning	DEVELOPMENT
Proposed No. of Lots	11 & Roads

by/for:- TPV
by Date:- 24/11/2023
al/Cad:- 24/6/24



SCALE 1:1500 @ A3

Existing Boundary	Total Area: 5.964ha
Proposed Boundary	No. Of Existing Lots: 1
Abutting Boundary	No. Of Proposed Lots: 8 Lots, Road & BALANCE (WAPC 159387)

Rev.	Description	Drawn	Date	Checked
B	Include additional lots	MJ	26/6/2024	MJ
A	Initial Issue	MJ	26/6/2024	MJ

CLIENT:

ANKETELL PROPERTY INVESTMENTS

PROPOSED SUBDIVISION
OF LOT 7 ON P4746
C.T. 2115/210

The contents of this plan are current and correct as of the date stated within the revision panel. All consultants and persons wishing to utilise this data should satisfy themselves of this plan currency by contacting the McMullen Nolan Group.

McMULLEN NOLAN GROUP
Level 1, 2 Sabre Crescent

Tel: (08) 6436 1599
Fax: (08) 6436 1500

Project Mgr: MATT JILEY
Datum: PEGN

19 REPORTS – CIVIC LEADERSHIP

19.1 ACCOUNTS FOR PAYMENT FOR THE MONTH ENDED 31 JANUARY 2025

SUMMARY

The purpose of this report is to present to Council a list of accounts paid under delegated authority for the month ended 31 January 2025 as required by the *Local Government (Financial Management) Regulations 1996*.

OFFICER RECOMMENDATION

That Council:

1. **Accepts the list of accounts, totalling \$6,363,328.50 paid under delegated authority in accordance with Regulation 13(1) of the *Local Government (Financial Management) Regulations 1996* for the period ended 31 January 2025, as detailed at Attachment A.**
2. **Accepts the detailed transaction listing of credit card expenditure paid for the period ended 31 January 2025, as detailed at Attachment B.**

DISCUSSION

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

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

Payment Type	Amount (\$)
Automatic Payment Deductions *	\$ 108,863.74
Cheque	\$ 0.00
EFT Payments	\$ 4,653,455.00
Payroll Payments	\$ 1,601,009.76
Total Attachment A	\$ 6,363,328.50

*Automatic Payment deductions include a payment of **\$32,263.12** for credit card payments. A detailed transaction listing of credit card expenditure paid for the period ended 31 January 2025, is included at Attachment B.

A detailed listing of January 2025 payments, including short descriptions for each payment, is provided in 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

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 sub-regulation (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

All expenditure included in the list of payments is in accordance with City's annual budget.

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. AP Payment Listing Summary Report - January 2025** [↓](#)
- B. Credit Card Transactions Report - January 2025** [↓](#)

Payment Listing



Payments made between 01-Jan-2025 and 31-Jan-2025

Creditor No	Payee	Description	Amount
EFT			
EFT 06-Jan-2025			
12655	ABN Residential WA P/L	Return of Infrastructure Protection Bond	2,000.00
12552	ABN Residential WA T/A	Return of Infrastructure Protection Bond	2,000.00
10848	ALSCO Pty Ltd	Linen hire	69.61
10889	Alyka Pty Ltd	Printing/Graphic Design Expenses	8,910.00
10450	Blackwoods Pty Ltd	Safety Clothing/Equipment/Uniforms	931.44
12553	Blueprint Homes WA P/L	Return of Infrastructure Protection Bond	2,000.00
11922	ChoiceOne Pty Ltd	Human Resources/Payroll	6,531.24
10416	CJD Equipment Pty Ltd	Plant Repairs and Maintenance	1,058.77
10704	Commercial Aquatics Australia	Recquatic Expenses	1,177.00
10761	Complete Office Supplies Pty Ltd	Stationery	22.74
12650	Constable Care Child Safety Foundation	Mascot at Bike Month Event 2024	847.00
11082	Department of Planning, Lands and Heritage	Planning and Building Fees	9,522.00
12286	Donald Hospitality Pty Ltd	Catering - Elected Members briefing	180.00
11037	Dulux Group	Purchase of paint	469.41
10607	Dye & Durham - GlobalX Information Services P/L	Compliance search	131.28
12408	Edward Timothy James	Mums Who Move - end of term coffee	360.00
10870	Elxacom	Electrical Services	1,304.38
12784	Essential First Choice Homes Pty Ltd	Return of Infrastructure Protection Bond	2,000.00
12621	Footprint WA Pty Ltd	Printing/Graphic Design Expenses	198.00
10321	Forpark Australia	Playground and Parks Equipment/Inspections/Repairs	2,477.20
10662	Freestyle Now	Skatepark session	605.00
10788	JB HiFi Commercial Division	Computer Hardware	88.00
11350	Kwinana Butcher Pty Ltd T/As Kwinana Meat and Poultry	Catering for Staff BBQ	471.00
10427	Landgate	Title Searches/Valuations	607.20
10731	LD Total	Maintenance of Streetscapes/Landscapes	2,596.97
10472	Local Government Professionals Australia WA	Subscriptions	2,312.50
10475	Major Motors	Plant Repairs and Maintenance	518.87
12664	MODE Design Corp Pty Ltd	Design Cost - Admin Refurbishment	47,471.13
11941	Movat Pty Ltd	Computer Software Maintenance/equipment	400.00
10573	Officeworks BusinessDirect	Stationery	184.19
11004	Ohura Consulting	Human Resources - Employee Relation advice	3,990.25
12002	Omnicom Media Group Aust P/L	Advertising/Marketing Expenses	1,137.99
10486	Paint Industries	Facility Maintenance	2,370.20
12146	Perth Energy P/L	Utilities	5,872.06
10660	Peter Edward Feasey	Elected Member Sitting Fees/reimbursements	188.84
11316	Playground Safety Inspectors Australia Pty Ltd	Playground and Parks Equipment/Inspections/Repairs	2,246.75
12400	Pretzos Holding P/L	Mower Parts & Repairs	3,492.05
11320	Pure Homes Pty Ltd T/As B1homes	Return of Infrastructure Protection Bond	2,000.00
11175	QTM Pty Ltd	Rough surface signage	114.20
10904	Quantum Building Services	Facility Maintenance - Recquatic roof repair	1,219.44
12775	Roscos Trade Mate P/L	Plant Repairs and Maintenance	1,100.00
10505	Satellite Security Services	Security Services	382.80
10509	Shane McMaster Surveys	Survey Expenses - Gilmore Ave rehabilitation	1,100.00
10944	Strata Specialists	Strata fees for shops 23 & 24/40 Meares Ave	8,659.00
99999	Sundry EFT	Refund of duplicate payment	239.60
10600	Synergy	Utilities	138,385.38
10532	Team Global Express	Courier Service/transportation/removalist	55.40
11194	Technifire 2000	Fire Equipment/Service	500.00
12177	The Trustee Tan Family Trust	Computer Software Maintenance/equipment	80.00
11400	Tomlinson Energy Service	Electrical Services	985.60
12599	TPG Network Pty Ltd	Phone/Internet expenses	2,344.83
10535	T-Quip	Plant Repairs and Maintenance	3,221.24
11009	Vocus Communications	Phone/Internet expenses	2,271.50
10551	Water Corporation of Western Australia	Utilities	8,231.28
11932	West Sure Group P/L	Security Services	681.84
10422	Winc Australia Pty Ltd	Stationery	17.40
10072	Woolworths Group Online	Operation Depot - catering	109.53
11605	Woolworths Group Open Pay	Consumables for Zone/Depot/Library	757.85
12281	Workwear & Safety Solutions P/L	Safety Clothing/Equipment/Uniforms	7,067.29
12656	Yelakitj Moort Nyungar Assoc Inc	Cultural Workshop	300.00
EFT 08-Jan-2025			
10008	SuperChoice	Superannuation contribution	149,998.65
EFT 10-Jan-2025			
11927	Fiona Jayne Grieves	Reimbursement - various meeting expenses	102.78
11874	Willem Barend De Klerk	Reimbursement for purchase of fans	161.88
10735	AC Cooling Services	Airconditioning/Refrigeration Maintenance	957.00
11520	AE Hoskins Building Services	Cleaning Services	6,296.81
10272	Agrimate Fencing	Urban Fencing - Whyatt Green	14,746.82
10093	Allstate Kerbing and Concrete	Anketell Road kerbing repairs	12,624.79
11797	Allways Property Maintenance	Facility Maintenance - Villages	1,540.00
10848	ALSCO Pty Ltd	Linen hire	303.23
10678	Arbor Logic	Maintenance of Streetscapes/Landscapes	715.00
10977	ASB Marketing Pty Ltd	Safety Clothing/Equipment/Uniforms	2,808.85
11595	Asbestos Masters WA	Waste removal/services/fees	2,200.00
11355	Australian HVAC Services Pty Ltd	Airconditioning/Refrigeration Maintenance	5,319.29
10004	Australian Services Union	Union Membership	178.91
12011	Bernard Beaman	Tenure refund for sale of a villa	287,356.13
10109	BirdLife Australia Vic	Books/CDs/DVDs	605.00
10450	Blackwoods Pty Ltd	Safety Clothing/Equipment/Uniforms	452.44
10418	BulAnt Security Pty	Locksmith Services	60.00
10400	Bunnings Building Supplies	Hardware	360.65
11312	Burson Automotive Pty Ltd	Plant Repairs and Maintenance	97.90

Page 1 of 7

Payment Listing

Payments made between 01-Jan-2025 and 31-Jan-2025



Creditor No	Payee	Description	Amount
12680	Byprogress Pty Ltd	Event expenses - Staff Xmas party	180.00
10485	Canon Production Printing Australia	Photocopy Expenses	1,364.42
10005	Child Support Agency	Child Support Agency Payments	1,458.38
11922	ChoiceOne Pty Ltd	Labour/Personnel Hire	6,168.31
10006	City of Kwinana - Xmas fund	City of Kwinana Christmas Saver	7,380.00
10414	City of Rockingham	Waste removal/services/fees	96,771.08
10761	Complete Office Supplies Pty Ltd	Stationery	149.08
10220	Creative Chameleon	Printing/Graphic Design Expenses	6,736.40
12232	CSE Crosscom Pty Ltd	Facility Maintenance	467.50
10698	Eclipse Soils Pty Ltd	Sand/soil	1,980.00
10793	Eco Resources Pty Ltd	Waste removal/services/fees	2,063.05
12128	ED RESOURCES	Books/CDs/DVDs	440.84
11842	Fatal FX Panel and Paint	Plant Repairs and Maintenance	6,000.00
12673	Gehring Anton Joseph	Catering for Staff Xmas Breakfast	1,480.00
10441	Green Skills Inc / Ecojobs Environmental Personnel	Labour/Personnel Hire	3,914.37
10443	Greggs Glass	Facility Maintenance	200.86
10007	Health Insurance Fund of WA (HIF)	Health Insurance Fund of WA (HIF)	395.50
10446	Heatley Sales Pty Ltd	Safety Clothing/Equipment/Uniforms	233.91
10691	HECS Fire	Fire Equipment/Service	363.00
10305	Iconic Property Services Pty Ltd	Cleaning Services	132,178.46
10855	Imagesource Digital Solutions	Printing/Graphic Design Expenses	170.50
10053	Integrated ICT	Computer Hardware	13,005.30
11117	InterFire Agencies	Fire Equipment/Service	376.75
80108	Jackie Burnside	Reimbursement for purchase of fabric	16.80
10753	Jaycar Pty Ltd	Plant Repairs and Maintenance	168.95
80111	Jessica Properjohn	Reimbursement for parking - Defence Industries Lunch	40.00
10453	K Mart	Purchase of workshop tools	100.00
80024	Khin Sandar Lwin	Reimbursement for study fees	802.00
11344	Kits for Cars	Plant Repairs and Maintenance	1,417.00
10624	Konnect	Plant Repairs and Maintenance	288.57
11350	Kwinana Butcher Pty Ltd T/As Kwinana Meat and Poultry	Catering for BBQ - Sean Powers	69.95
11006	Landscape and Maintenance Solutions	Mowing and Pruning	12,518.55
10731	LD Total	Maintenance of Streetscapes/Landscapes	84,303.73
10003	LGRCEU	Union Membership	729.30
11242	Lobel Events	Event expenses - OMG!	3,349.78
11313	Mackie Plumbing and Gas Pty Ltd	Plumbing Services	3,863.24
12551	Marion Family Trust	Cleaning Products	121.66
10367	Maxxia Pty Ltd	Novated Leases	1,881.42
12584	McLeods Lawyers Pty Ltd	Legal Expenses	2,441.12
11065	Micro Focus Australia Pty Ltd	Computer Software renewal - Content Manager	34,114.18
12333	Mobile Sentinel Pty Ltd	Waste removal/services/fees	918.50
10639	Natural Area Holdings Consulting Mgmt	Drainage Maintenance	8,621.25
11172	Office of the Auditor General	Audit fees - Annual Financial Statement 2023/24	117,080.70
10573	Officeworks BusinessDirect	Stationery	465.95
12738	Online Shopping Co P/L	Plant/Equipment Hire	460.00
12099	Oracle Customer Management Solutions	Phone/Internet expenses	3,866.17
11209	Outback Handyman	Facility Maintenance	1,039.50
11589	Parkin Print	Printing/Graphic Design Expenses	759.00
11439	Payreq Australia Pty Ltd	Configuring installment and Final notices for Rates	17,359.98
10488	Peerless Jal Pty Ltd	Recquatic Expenses	176.66
10408	Perth Auto Alliance	Fleet management	239,490.45
10490	Port Printing Works	Printing/Graphic Design Expenses	1,555.14
12233	Portwine, Andrew Louis	Lighting for Koorliny Art Centre	264.00
10824	Programmed Property Services Pty Ltd	Mowing and Pruning	15,567.33
12758	Push Management Pty Ltd	Consulting - Suburban Stages business case - Koorliny	5,082.00
11175	QTM Pty Ltd	Traffic Management - Mandurah Rd/Anketell Rd/Gilmore Ave	122,785.93
10493	RAC Motoring Pty Ltd t/a RAC Business Wise	Fleet management	267.35
10499	Ridleys Towing & Transport	Incursions/Excursions - Bus hire	135.00
10503	Royal Life Saving Society	Recquatic Expenses	140.00
10389	Rubek Automatic Doors	Facility Maintenance	361.35
12749	Salitre Training Group P/L	Employee Training/professional development	415.00
80145	Sasha Moyle	Reimbursement for WWCC	87.00
10505	Satellite Security Services	Security Services	1,650.00
10198	Setonix Digital Pty Ltd	Technology One Consulting for Compliance and Blg module	22,500.71
11925	Signing Australia P/L	Signage	170.50
11148	Southern Quicksapes	Maintenance of Streetscapes/Landscapes	3,244.16
10520	St John Ambulance Australia (WA) Inc	Employee Training/professional development	412.15
11934	St Patrick's Community Support Ctr	Homeless Support & Outreach	110,000.00
10524	Stewart & Heaton Clothing Co Pty Ltd	Safety Clothing/Equipment/Uniforms	1,053.72
11201	Strategic DCP Consulting	Consultation - Kenby Heights	363.00
99999	Sundry EFT	Refund of bonds/rates, Grant & subsidy payments etc.	7,158.99
12193	Swell Fine Food Catering	Catering - OCM Dinners	693.00
12594	Sydney Maguire	Building construction	120.00
10600	Synergy	Utilities	11,241.73
10572	Taylor Tyres Pty Ltd	Plant Repairs and Maintenance	897.60
10532	Team Global Express	Courier Service/transportation/removalist	85.04
10526	Telstra Limited	Phone/Internet expenses	820.40
10959	The Smart Security Company P/L	Security Services	181.78
10606	The Trustee for ESK Family Trust	Mosquito monitoring	6,007.10
12787	The Trustee for Prime Projects Constr.	Return of Infrastructure Protection Bond	2,000.00
12786	The Trustee for Rise Now Trust	Catering - Farwell morning tea	1,270.00
11947	Thorn Creative	Performers/Entertainment	114.00
80131	Tim Mintyre	Reimbursement for fuel	137.00
10228	Tool Kit Depot	Tools/Tool Repairs	521.55
10534	Total Eden Pty Ltd (Nutrien Water)	Reticulation Parts & Repairs	59.05

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Payment Listing

Payments made between 01-Jan-2025 and 31-Jan-2025



Creditor No	Payee	Description	Amount
10599	Veolia - Recycling and Recovery P/L	Waste removal/services/fees	4,088.89
11009	Vocus Communications	Phone/Internet expenses	2,271.50
10550	Waste Stream Management Pty Ltd	Waste removal/services/fees	492.80
10551	Water Corporation of Western Australia	Utilities	402.68
10554	Westbooks	Books/CDs/DVDs	812.86
11149	Wheelie Clean	Cleaning Services	642.03
10640	Wilson Security Pty Ltd	Security Services	1,076.34
10072	Woolworths Group Online	Operation Depot - catering	101.44
11605	Woolworths Group Open Pay	Consumables for Zone/Depot/Village/Rangers	3,449.04
12281	Workwear & Safety Solutions P/L	Safety Clothing/Equipment/Uniforms	8,076.12
EFT 16-Jan-2025			
10820	4Cabling Pty Ltd	Cleaning Products	68.67
11520	AE Hoskins Building Services	Cleaning Services	34,528.45
11017	Air Liquide Australia	Recquatic Expenses	58.56
12335	All Flags and Signs Pty Ltd	Advertising/Marketing Expenses	557.70
10172	Andantino Pty Ltd	BSL levy	242.04
10577	Arteil	Office Furniture	4,382.40
12453	Aussie Broadband Ltd	Phone/Internet expenses	974.00
10385	Australia Post Agency Commission	Postage	65.55
11355	Australian HVAC Services Pty Ltd	Airconditioning/Refrigeration Maintenance	2,491.50
10001	Australian Taxation Office	Taxation	231,659.00
10597	Beaver Tree Services Aust Pty Ltd	Tree Pruning/Removal/Clearance/Watering	4,015.55
10450	Blackwoods Pty Ltd	Safety Clothing/Equipment/Uniforms	800.57
10079	Blueprint Homes (WA) Pty Ltd	Return of Infrastructure Protection Bond	2,000.00
10655	Bolinda Publishing Pty Ltd	Books/CDs/DVDs	961.61
11975	Broderick & Associates	Sustainability & Carbon reporting	15,705.06
11312	Burson Automotive Pty Ltd	Plant Repairs and Maintenance	1,862.35
10404	Cannon Hygiene Australia Pty Ltd	Cleaning Services	2,221.36
10409	Children's Book Council Of Australia (WA) Inc.	Membership Fee	75.00
11922	ChoiceOne Pty Ltd	Labour/Personnel Hire	1,503.42
12690	Christopher Mark Bayley	Cleaning Services	973.50
10413	City of Gosnells	Wireless headset for Koorliny Art Centre	1,474.20
10761	Complete Office Supplies Pty Ltd	Stationery	263.42
12756	Delta T Technologies WA P/L	Recquatic Expenses - Replace Heat Exchange unit	4,719.00
11014	Department of Mines, Industry Regulation and Safety (DMIRS)	Building and Energy - Building Services Levy	29,839.59
10649	Downer EDI Works Pty Ltd	Roadworks/upgrades/asphalt supply	242.39
11246	Dowsing Group Pty Ltd	Upgrade of Gilmore Ave & Anketell Rd	5,950.70
10607	Dye & Durham - GlobalX Information Services P/L	Compliance search	175.04
10168	Easifleet	Novated Leases	36,624.83
10870	Ellexacom	Electrical Services	8,091.88
10760	Elliotts Irrigation Pty Ltd	Reticulation Parts & Repairs	4,952.20
12727	Environex International Pty Ltd	Recquatic Expenses	752.40
10972	Fire And Safety Australia Pty Ltd	Safety Clothing/Equipment/Uniforms	375.00
10940	Frontline Fire and Rescue Equipment	Safety Clothing/Equipment/Uniforms	121.00
11680	Galaxy 42 Pty Ltd (Attura)	OneCouncil Support	3,960.00
10855	Imagesource Digital Solutions	Printing/Graphic Design Expenses	434.50
10720	Infiniti Group	Recquatic Expenses	114.18
12779	Ingrid Joy Waltham	PSWMA - Declaration Proof report	907.50
12429	Iru & Yug Pty Ltd	Catering - Community Yoga Class	65.00
10879	Isentia Pty Limited	Advertising/Marketing Expenses	864.88
10621	Ixm Operations Pty Ltd	Cleaning Products	1,372.60
10918	Jasman Enterprises Pty Ltd	Tools/Tool Repairs	209.00
11547	Jax Tyres Kwinana	Plant Repairs and Maintenance	423.00
11477	Kadeklerk Photography (Wildfolie)	Photography/Videography	640.00
80144	Kaylee Mitchison	Reimbursement for catering - Youth Support Service case management	92.13
10942	Kwinana Veterinary Hospital Pty Ltd	Animal Services	654.00
10731	LD Total	Maintenance of Streetscapes/Landscapes	65,940.91
11242	Lobel Events	Event expenses - OMG!	3,841.09
10472	Local Government Professionals Australia WA	Subscriptions	350.00
11073	LyPa Pty Ltd	Playground and Parks Equipment/Inspections/Repairs	1,791.28
11313	Mackie Plumbing and Gas Pty Ltd	Plumbing Services	2,302.91
10813	Master Lock Service	Locksmith Services	650.00
11317	Moore Australia (WA) Pty Ltd	Employee Training/professional development	1,430.00
10717	MRP General Pest/Termite Division 43 07	Pest Control	404.00
11024	Natsales Advertising Pty Ltd	Advertising/Marketing Expenses	15,462.70
10639	Natural Area Holdings Consulting Mgment	Drainage Maintenance	10,903.53
11817	Netsight Consulting Pty Ltd ATF	Subscriptions - MyOsh	1,157.20
11623	Nordic Fitness Equipment	Recquatic Expenses	698.25
11004	Ohura Consulting	Human Resources/Payroll	2,520.00
11217	OneMusic Australia	Performers/Entertainment	100.00
11209	Outback Handyman	Facility Maintenance	1,298.00
10425	Porter Consulting Engineers	Engineering Design Works	2,200.00
12475	Power Paving	Paving reinstatement - Armstrong Rd	1,980.00
11846	Reads West Coast Maintenance Pty Ltd	Facility Maintenance	964.50
11290	Red Oxygen Pty Ltd	Software Maintenance and Professional Fees	45.32
11293	Repco (GPC Asia Pacific)	Plant Repairs and Maintenance	134.71
11869	Robinsons Welding Group P/L	Welding Equipment/Supplies	1,496.88
10514	Rockingham Kwinana Chamber of Commerce	Employee Training/professional development	500.00
12772	RTRFM92.1 LTD	Advertising/Marketing Expenses	1,100.00
12601	RTV Computers Pty Ltd	Computer Hardware	484.00
10505	Satellite Security Services	Security Services	828.30
10198	Setonix Digital Pty Ltd	One Council support - Building	11,958.32
11924	Sigma Telford Group (Cromag P/L)	Cleaning Products	482.02
10491	Sonic Health Plus	Medical Examinations	471.90
10519	Sportsworld Of WA	Recquatic - items for the shop	4,495.70

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Payments made between 01-Jan-2025 and 31-Jan-2025



Creditor No	Payee	Description	Amount
10520	St John Ambulance Australia (WA) Inc	Employee Training/professional development	282.00
11407	State Wide Turf Services	Turf Maintenance	11,713.68
10442	StrataGreen	Maintenance of Streetscapes/Landscapes	1,345.23
12180	Sullivan Family Trust	Plant/Equipment Hire	907.50
99999	Sundry EFT	Bond/Rates refund, community funding, grants	4,342.04
10532	Team Global Express	Courier Service/transportation/removalist	267.35
10623	Technology One Limited	TechnologyOne SaaS Platform Fee/Consulting	5,912.50
12722	The Trustee for RICO Family Trust	Cleaning Services	1,381.60
12473	The Trustee of Alpine Studio Trust	Koorliny Arts Centre - Xmas show	2,750.00
10786	Tony Aveling & Associates Pty Ltd	Employee Training/professional development	1,089.00
10815	Totally Workwear Rockingham	Safety Clothing/Equipment/Uniforms	859.51
12773	Trustee for Nunes Family Trust	Plant Repairs and Maintenance	1,729.00
10789	Vinci Gravel Supplies Pty Ltd	Maintenance of Streetscapes/Landscapes	3,884.88
10545	WA Limestone Co	Maintenance of Streetscapes/Landscapes	65.12
10550	Waste Stream Management Pty Ltd	Waste removal/services/fees	1,267.20
10768	Web In A Box	Digital Certificate for Website Verification	55.00
12241	West Coast Spring Water Pty Ltd	Water/delivery	287.93
10422	Winc Australia Pty Ltd	Stationery	752.57
10072	Woolworths Group Online	Gift Cards for Volunteers	217.85
11605	Woolworths Group Open Pay	Items for Koorliny Café/Zone & Library programs	557.97
12281	Workwear & Safety Solutions P/L	Safety Clothing/Equipment/Uniforms	9,746.29
EFT 23-Jan-2025			
10613	ABCO Products	Cleaning Products	927.96
12782	Advanced Spatial Technologies Pty Ltd	Annual Computer Software renewal	3,762.00
10272	Agrimate Fencing	Fencing maintenance - Hope Valley Rd	2,475.00
12515	Allan Boyd	Phone/Internet expenses	1,650.00
11797	Allways Property Maintenance	Facility Maintenance - Kitchen renewals - Villages	24,299.00
10848	ALSCO Pty Ltd	Linen hire	171.59
11355	Australian HVAC Services Pty Ltd	Airconditioning/Refrigeration Maintenance	3,495.25
10174	Australian Medical Supplies Pty Ltd	First Aid Service/Supplies	730.84
10004	Australian Services Union	Union Membership	178.91
10001	Australian Taxation Office	Taxation	234,593.00
10784	Baileys Fertilisers	Maintenance of Streetscapes/Landscapes	462.00
10597	Beaver Tree Services Aust Pty Ltd	Tree Pruning/Removal/Clearance/Watering	11,959.77
11979	Bitumen Surfacing	Roadworks/upgrades/asphalt - Harlow Rd upgrade	18,645.55
10450	Blackwoods Pty Ltd	Safety Clothing/Equipment/Uniforms	152.38
10713	Bladon WA Pty Ltd	Promotional cost for the 3-bin rollout campaign	2,651.00
10655	Bolinda Publishing Pty Ltd	Books/CDs/DVDs	261.71
12765	Brimill Unit Trust	Promotional give away items for the 3-bin rollout campaign	14,562.00
11975	Broderick & Associates	NRM facilitation Services	9,704.15
10418	BullAnt Security Pty	Locksmith Services	330.00
10400	Bunnings Building Supplies	Hardware	3,355.43
11312	Burson Automotive Pty Ltd	Plant Repairs and Maintenance	549.73
10805	Centrecare	Human Resources/Payroll	1,309.00
10005	Child Support Agency	Child Support Agency Payments	1,458.38
11922	ChoiceOne Pty Ltd	Labour/Personnel Hire	5,415.09
10006	City of Kwinana - Xmas fund	City of Kwinana Christmas Saver	7,380.00
10414	City of Rockingham	Waste removal/services/fees	23,047.27
10415	Civica Pty Ltd	SMS data usage expenses	330.00
10416	CJD Equipment Pty Ltd	Plant Repairs and Maintenance	2,069.38
10704	Commercial Aquatics Australia	Recreatic Expenses - pool service	8,312.78
11619	Common Ground Trails Pty Ltd	Kwinana Trails Master Plan - progress claim	6,133.60
10761	Complete Office Supplies Pty Ltd	Stationery	205.59
10062	Construction Training Fund	Building and Construction Industry Training Fund	5,771.31
12718	Core Off-Road Pty Ltd	Fleet management	55,188.00
12608	Corsign WA Pty Ltd	Safety Clothing/Equipment/Uniforms	1,710.50
12525	Craneswest (WA) Pty Ltd	Waste removal/services/fees	2,035.88
11082	Department of Planning, Lands and Heritage	Planning and Building Fees	6,168.00
10426	Department of Transport	Vehicle Ownership Searches	68.25
10102	Dingo Trails	Fleet management	2,007.00
11252	DNR Contracting Pty Ltd	Harlow Rd Upgrade	41,607.61
10649	Downer EDI Works Pty Ltd	Roadworks/upgrades/asphalt supply	1,488.16
11246	Dowsing Group Pty Ltd	Path upgrade Paroo Way	7,898.87
10793	Eco Resources Pty Ltd	Waste removal/services/fees	712.69
10961	Ecospill Pty Ltd	Plant Repairs and Maintenance	94.82
10870	Elxacom	Electrical Services	25,524.83
10978	Envirosweep	Maintenance of Streetscapes/Landscapes	27,839.65
11664	Evolve Facility Management Pty Ltd	Motorplex sponsorship	22,000.00
12279	Exbo Signage & Digital P/L	Advertising/Marketing Expenses	1,102.97
10912	Exit Waste	Facility Maintenance	2,563.00
11394	Express Card Service	Stationery	922.90
11137	FE Technologies Pty Ltd	Software Maintenance - Library	2,739.00
10931	Flex Industries Pty Ltd	Plant Repairs and Maintenance	2,990.58
10321	Forpark Australia	Playground and Parks Equipment/Inspections/Repairs	1,113.20
11063	Freedom Fairies	Community Workshops/Facilitation	440.00
10662	Freestyle Now	Skatepark session	880.00
10940	Frontline Fire and Rescue Equipment	Safety Clothing/Equipment/Uniforms	326.70
11680	Galaxy 42 Pty Ltd (Attura)	OneCouncil Support	5,775.00
10441	Green Skills Inc / Ecojobs Environmental Personnel	Labour/Personnel Hire	1,772.88
10576	Greenacres Turf Group	Turf Maintenance	615.00
10007	Health Insurance Fund of WA (HIF)	Health Insurance Fund of WA (HIF)	395.50
10446	Heatley Sales Pty Ltd	Safety Clothing/Equipment/Uniforms	272.12
10691	HECS Fire	Fire Equipment/Service	4,483.38
10305	Iconic Property Services Pty Ltd	Cleaning Services	7,139.74
11641	Illion Australia Pty Ltd	Advertising/Marketing Expenses	115.10

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Payments made between 01-Jan-2025 and 31-Jan-2025



Creditor No	Payee	Description	Amount
12726	IML Home Services Pty Ltd	Cleaning Services	295.00
10720	Infiniti Group	Recquatic Expenses	130.13
10449	Institute Of Public Works Engineering Australia (WA)	Employee Training/professional development	2,800.00
11117	InterFire Agencies	Fire Equipment/Service	247.45
10849	Isuscribe	Books/CDs/DVDs	4,884.26
10621	Ixom Operations Pty Ltd	Cleaning Products	1,248.48
12339	Jenga Pty Ltd	Facility Maintenance	314.10
10725	Kelyn Training Services	Employee Training/professional development	1,350.00
10427	Landgate	Title Searches/Valuations	31.60
11006	Landscape and Maintenance Solutions	Mowing and Pruning	17,516.93
10195	Left Back Consulting Pty Ltd	Data migration and consulting - IT	12,184.60
12302	Leonie Helen Thompson	Advertising/Marketing Expenses	825.00
10003	LGRCEU	Union Membership	729.30
11976	Lifespan Dance	Performers/Entertainment - Koorliny Art Centre	160.00
11126	Light Application Pty Ltd	Electrical Services	10,861.19
10472	Local Government Professionals Australia WA	Subscriptions	1,100.00
11313	Mackie Plumbing and Gas Pty Ltd	Plumbing Services	9,116.61
10474	Main Roads Western Australia	Linemarking - Challenger Ave/Parmelia Rd, blackspots	11,691.81
10476	Mandogalup Volunteer Fire Brigade	Fire Equipment/Service	2,018.64
11039	Manfred Surveys	Survey Expenses - Harlow Rd Upgrade	1,980.00
12551	Marion Family Trust	Cleaning Products	121.00
12530	Martins Environmental Services Pty Ltd	Fire compliance work Wellard/Wandi/Casuarina/Leda	9,347.80
10813	Master Lock Service	Locksmith Services	2,133.00
10367	Maxxia Pty Ltd	Novated Leases	1,725.59
12584	McLeods Lawyers Pty Ltd	Legal Expenses	1,093.19
11317	Moore Australia (WA) Pty Ltd	Employee Training/professional development	1,045.00
10717	MRP General Pest/Termite Division 43 07	Pest Control	404.00
11955	Music Theatre International Aust	Performers/Entertainment - Koorliny Art Centre	6,317.56
10818	Name Badge World	Safety Clothing/Equipment/Uniforms	84.27
10946	New Water Ways Inc	Training session - Engineering	330.00
10070	Nufurn Pty Ltd	Office Furniture - Darius Wells - Facilities	19,822.50
10573	Officeworks BusinessDirect	Stationery	114.11
11245	One 20 Productions and Phase 1 Audio	Provision of Lolly Run trucks	52,498.16
11209	Outback Handyman	Facility Maintenance	759.00
10486	Paint Industries	Facility Maintenance	1,027.40
10253	Parties Kids Remember	New Year Eve silent disco	555.00
10408	Perth Auto Alliance	Fleet management - Purchase of a new car	48,413.63
10926	Pickles Auctions	Fleet management	836.00
10976	Poolwerx Spearwood	Recquatic Expenses	243.20
12400	Pretzos Holding P/L	Mower Parts & Repairs	479.60
11175	QTM Pty Ltd	Traffic Management - Harlow Rd/Gilmore Ave/Mandurah Rd	44,533.44
10570	Qualcon Laboratories Pty Ltd	Engineering Design Works - Pace Rd/Newstead Crescent	6,492.75
12777	Razanne Al-Abdeli	Community Workshops/Facilitation - Library	379.50
10497	Red Sand Supplies Pty Ltd	Sand/soil	1,452.00
11092	Remplan	Demographic data services - 3 year license	108,900.00
11869	Robinsons Welding Group P/L	Welding Equipment/Supplies	1,918.20
10500	Rockingham Betta Electrical & Gas	Electrical Goods - Villages	1,037.00
10389	Rubek Automatic Doors	Facility Maintenance	925.10
10504	Sai Global Ltd	Subscriptions	40.05
10090	Sapio Pty Ltd	Security Services - CCTV inspection	8,747.20
10505	Satellite Security Services	Security Services	324.50
80103	Shenae Gleeson	Reimbursement for drinks at Lolly Run	90.10
11924	Sigma Telford Group (Cromag P/L)	Cleaning Products	128.70
12162	Simon Matesich	Electrical Services	480.00
11230	SoCo Studios (Travis Hayto)	Photography/Videography	770.00
10491	Sonic Health Plus	Medical Examinations	487.30
11148	Southern Quicksapes	Maintenance of Streetscapes/Landscapes	5,466.00
10519	Sportsworld Of WA	Recquatic Expenses	238.70
10941	Starbucks Flooring	Flooring - Villages	3,192.00
10524	Stewart & Heaton Clothing Co Pty Ltd	Safety Clothing/Equipment/Uniforms	1,733.30
99999	Sundry EFT	Rates refund, community funding, grants	3,312.39
12706	Super Group Discretionary Trust	Weed Control	9,582.05
10008	SuperChoice	Superannuation contribution	156,700.74
12504	Sweets On The Run Pty Ltd	Catering - Women's Wellness Event	680.00
10600	Synergy	Utilities	80,162.76
10526	Telstra Limited	Phone/Internet expenses	1,531.45
12508	The Trustee for Kwinana WTE Project Trust	Waste removal/services/fees	174,589.07
12177	The Trustee Tan Family Trust	Computer Software Maintenance/equipment	80.00
11733	The Well Tavern & Bistro	Catering - Community Development networking night - Every Club	160.00
11947	Thorn Creative	Performers/Entertainment - Koorliny Art Centre	99.00
12173	Toddville Prospecting Pty Ltd	Strategic review/plans - Town Planning Improvement	29,982.48
10534	Total Eden Pty Ltd (Nutrien Water)	Reticulation Parts & Repairs	1,064.19
10815	Totally Workwear Rockingham	Safety Clothing/Equipment/Uniforms	269.27
12773	Trustee for Nunes Family Trust	Fleet - tyre repairs/replacement of vehicles	12,346.40
12529	Trustee for The Narasimha Swamy Family	Security Services	3,766.79
11604	Unicorn Transport Equipment	Fleet management	2,792.00
10599	Veolia - Recycling and Recovery P/L	Waste removal/services/fees	227,294.14
10547	WA Hino Sales & Service	Fleet management	679.72
10551	Water Corporation of Western Australia	Utilities	8,126.43
10557	Western Power Corporation	Utilities	2,724.00
10422	Winc Australia Pty Ltd	Stationery	1,922.74
10072	Woolworths Group Online	Consumables for Admin Building & Community Engagement	380.41
11605	Woolworths Group Open Pay	Consumables for Zone/Library/Community Services	913.16
12281	Workwear & Safety Solutions P/L	Safety Clothing/Equipment/Uniforms	2,553.59
10561	Wurth Australia Pty Ltd	Tools/Tool Repairs	722.87

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Payment Listing

Payments made between 01-Jan-2025 and 31-Jan-2025



Creditor No	Payee	Description	Amount
10610	ZircoData Pty Ltd	Records Storage/Retrieval	1,586.49
EFT 30-Jan-2025			
11917	Maria Cooke	Xmas saver payout	91.80
12802	3E Advantage Pty Ltd	Printer leasing	2,452.36
12655	ABN Residential WA P/L	Return of Infrastructure Protection Bond	2,000.00
12552	ABN Residential WA T/A	Return of Infrastructure Protection Bond	4,000.00
10369	Absolute Painting Services	Painting Contractor	6,490.00
10735	AC Cooling Services	Airconditioning/Refrigeration Maintenance	616.00
10179	Aflex Technology (NZ) Ltd	Recquatic Expenses - Inflatables for pools	1,488.30
10159	Aldi Foods Pty Ltd	Refund of double payment	504.00
10848	ALSCO Pty Ltd	Linen hire	69.61
11595	Asbestos Masters WA	Waste removal/services/fees	660.00
11945	ASKA Storytelling	Performers/Entertainment - Library	570.00
10891	Australia Post General	Postage	1,096.80
10376	Australian Institute of Building Surveyors	Employee Training/professional development	154.00
11676	Barry Charles Winmar	Elected Member Sitting Fees/reimbursements	5,089.17
10597	Beaver Tree Services Aust Pty Ltd	Tree Pruning/Removal/Clearance/Watering	65,341.32
11268	Biffa Mini Bins	Waste removal/services/fees	1,070.00
10450	Blackwoods Pty Ltd	Safety Clothing/Equipment/Uniforms	132.98
11277	Bliss Momos Cafe & Restaurant Pty Ltd	Catering - Coworking Event	48.90
10079	Blueprint Homes (WA) Pty Ltd	Return of Infrastructure Protection Bond	2,000.00
10400	Bunnings Building Supplies	Hardware	167.00
11312	Burson Automotive Pty Ltd	Plant Repairs and Maintenance	326.15
10485	Canon Production Printing Australia	Photocopy Expenses	1,982.80
11922	ChoiceOne Pty Ltd	Labour/Personnel Hire	4,596.29
10761	Complete Office Supplies Pty Ltd	Stationery	54.80
12525	Craneswest (WA) Pty Ltd	Waste removal/services/fees	5,589.32
12220	David Acker	Elected Member Sitting Fees/reimbursements	3,060.15
10589	Dell Australia Pty Ltd	Leased equipment	690.58
10430	Domino's Pizza - Kwinana Market Place	Catering for farewell event	107.00
10870	Elxacom	Electrical Services	4,659.92
10760	Elliotts Irrigation Pty Ltd	Reticulation Parts & Repairs	32,882.30
80151	Emily Thompson	Reimbursement for catering for team building event	91.00
12727	Environex International Pty Ltd	Recquatic Expenses - pool supplies	869.00
12239	Erin Sergeant	Elected Member Sitting Fees/reimbursements	3,060.15
11570	First Homebuilders Pty Ltd	Return of Infrastructure Protection Bond	2,000.00
11680	Galaxy 42 Pty Ltd (Attura)	OneCouncil Support	3,960.00
11565	Inspire Radio	Donation - Australia Day	500.00
12238	Ivy Penny	Elected Member Sitting Fees/reimbursements	3,060.15
11477	Kadeklerk Photography (Wildfolie)	Photography/Videography	575.00
11344	Kits for Cars	Plant Repairs and Maintenance	88.00
11193	KM Spatial	Survey of Carpark and Drainage	2,500.00
10571	Kyocera Document Solutions Australia Pty Ltd	Photocopy Expenses	1,524.83
11792	La Vida Homes Australia Pty Ltd	Return of Infrastructure Protection Bond	2,000.00
10427	Landgate	Title Searches/Valuations	5,061.40
10731	LD Total	Maintenance of Streetscapes/Landscapes	5,604.37
80152	Lisa Crowe	Reimbursement for WWCC	87.00
11313	Mackie Plumbing and Gas Pty Ltd	Plumbing Services	3,838.31
12364	Mantellato , Robert	Electrical Services	330.00
11046	Matthew James Rowse	Elected Member Sitting Fees/reimbursements	3,065.92
12584	McLeods Lawyers Pty Ltd	Legal Expenses	449.68
11677	Michael Brown	Elected Member Sitting Fees/reimbursements	3,065.92
11823	Miracle Recreation Equipment	Electrical Services	3,370.02
80142	Monique Mulligan	Reimbursement for Citizenship catering	11.10
10639	Natural Area Holdings Consulting Mgmt	Drainage Maintenance	6,998.75
10946	New Water Ways Inc	Training session - Engineering	330.00
11209	Outback Handyman	Facility Maintenance	3,223.00
12607	Perfect Gym Solutions Pty Ltd	SMS credit for Recquatic	16.72
10608	Perth Region NRM Inc	Partnership Agreement with Perth NRM	11,000.00
10660	Peter Edward Feasey	Elected Member Sitting Fees/reimbursements	12,566.59
10490	Port Printing Works	Printing/Graphic Design Expenses	256.85
11175	QTM Pty Ltd	Traffic Management - Harlow Rd/Cavendish Ave/Cockburn Rd	23,010.72
10497	Red Sand Supplies Pty Ltd	Sand/soil	380.60
11869	Robinsons Welding Group P/L	Welding Equipment/Supplies	1,250.00
10500	Rockingham Betta Electrical & Gas	Electrical Goods	1,116.00
10505	Satellite Security Services	Security Services	546.15
10568	Sherilyn Wood	Elected Member Sitting Fees/reimbursements	3,046.24
10491	Sonic Health Plus	Medical Examinations	555.50
11233	Sound Cabinets P/L	Facility Maintenance	1,705.00
11422	SSB Pty Ltd T/As Momu WA	Return of Infrastructure Protection Bond	4,000.00
11382	Standards Australia Limited	Subscriptions	303.70
10941	Starbucks Flooring	Flooring	3,842.00
10442	StrataGreen	Maintenance of Streetscapes/Landscapes	1,964.13
99999	Sundry EFT	Bond refunds, Grant payments, Community funding	12,262.50
11675	Susan Edith Kearney	Elected Member Sitting Fees/reimbursements	3,065.92
12504	Sweets On The Run Pty Ltd	Catering - Whyatt Park event	240.00
10600	Synergy	Utilities	23,453.63
10684	Tangent Nominees Pty Ltd T/As Summit Homes Group	Return of Infrastructure Protection Bond	2,000.00
10532	Team Global Express	Courier Service/transportation/removalist	57.93
12745	The Trustee for Smarter Business Trust	Website development	770.00
11733	The Well Tavern & Bistro	Catering	235.00
10534	Total Eden Pty Ltd (Nutrien Water)	Reticulation Parts & Repairs	793.11
12773	Trustee for Nunes Family Trust	Plant Repairs and Maintenance	3,581.20
12791	Vanguard Publishing Pty Ltd	Advertising/Marketing Expenses	880.00
10010	Waste is My Resource	Waste removal/services/fees	320.00

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Payment Listing

Payments made between 01-Jan-2025 and 31-Jan-2025



Creditor No	Payee	Description	Amount
10551	Water Corporation of Western Australia	Utilities	35,774.96
12241	West Coast Spring Water Pty Ltd	Water/delivery	140.79
10072	Woolworths Group Online	Consumables for Admin Kitchen	125.58
11605	Woolworths Group Open Pay	Consumables for Zone/Library/Community Services	821.27
12281	Workwear & Safety Solutions P/L	Safety Clothing/Equipment/Uniforms	1,132.42
Total EFT			4,653,455.00
Automatic Deductions			
Automatic Deductions 01-Jan-2025			
12610	Go Go Australia	Phone/Internet expenses	151.80
Automatic Deductions 02-Jan-2025			
10969	Commonwealth Bank	Credit cards - refund of cancelled course fee	-1,248.00
Automatic Deductions 07-Jan-2025			
10969	Commonwealth Bank	Credit cards	32,263.12
11850	Fleetcare	Novated Leases	3,156.79
Automatic Deductions 08-Jan-2025			
10645	Toyota Fleet Management	Fleet management	635.24
Automatic Deductions 16-Jan-2025			
10008	SuperChoice	Superannuation contribution	2,326.00
Automatic Deductions 20-Jan-2025			
12704	Fleet Partners Pty Limited	Novated Leases	974.62
11262	Windcave Pty Ltd	Point of sale/EFT expenses	130.09
Automatic Deductions 21-Jan-2025			
10015	Ampol Australia Petroleum Pty Ltd	Fuel, Oil, Additives	9,092.82
10396	BP Australia Pty Ltd	Fuel, Oil, Additives	17,702.22
10934	Wright Express Australia Pty Ltd	Fuel, Oil, Additives	1,814.26
Automatic Deductions 23-Jan-2025			
10051	Western Australian Treasury Corporation	Loan repayments/fees	41,864.78
Total Automatic Deductions			108,863.74
Payroll			
Payroll		KWINANA 31/12/2024	1,727.02
Payroll		KWINANA 03/01/2025	14,025.23
Payroll		KWINANA 05/01/2025	769,173.49
Payroll		KWINANA 10/01/2025	3,450.47
Payroll		KWINANA 17/01/2025	5,181.15
Payroll		KWINANA 19/01/2025	806,492.92
Payroll		KWINANA 24/01/2025	349.47
Payroll		KWINANA 29/01/2025	311.36
Payroll		KWINANA 30/01/2025	298.65
Total Payroll			1,601,009.76
Grand Total			6,363,328.50

Credit Card Transactions

Payments made between 04-Dec-2024 and 03-Jan-2025



Reference	Trans Date	Supplier	Amount	Transaction Description
Credit Card Coordinator Community Services & Partnerships			3,608.05	
107472	20/12/2024	Telstra Prepaid	35.45	Phone credit for KYS credit
107472	20/12/2024	Lazer Blaze Port Kennedy	142.80	Laser tag for the Arclight Project
107472	20/12/2024	Perth Aqua Park	117.05	Perth Aqua Park for the Arclight Project
107472	18/12/2024	Coles	31.82	Milestone events for staff
107472	17/12/2024	Dream Big Enterprises	46.00	Smoke Machine for Youth Program and Xmas events
107472	16/12/2024	Kwinana Butcher	115.65	Food for Arclight Project
107472	13/12/2024	Officeworks	321.31	Magic Sand for Early Years - Library Engagement Activity
107472	11/12/2024	ASANA.com	2,039.40	Project Management website for Arclight Initiative
107472	11/12/2024	Flight Club Fremantle	329.74	Team building event for Christmas
107472	11/12/2024	Flight Club Fremantle	65.58	Team building event for Christmas
107472	11/12/2024	City of Fremantle	8.64	Parking - Team building event
107472	11/12/2024	Netflix Australia Pty	17.26	Subscription for Zone Drop In
107472	09/12/2024	Big W	204.55	ArcLight Parent & Teacher gift
107472	09/12/2024	The Reject Shop	3.18	ArcLight Parent & Teacher card
107472			129.62	GST
Credit Card Manager Governance and Legal			306.00	
107490	18/12/2024	The Well	278.18	Staff attendance at team building event
107490			27.82	GST
Credit Card Manager Information Technology			248.99	
107491	18/12/2024	DJ City	217.27	Audio gear for public speaker
107491	18/12/2024	DJ City	9.99	Accidental personal charge - reimbursed on 14.01.25
107491			21.73	GST
Credit Card Director - Perth South West Metropolitan			481.22	
107492	16/12/2024	115 Groundhouse	9.70	Meeting with Nicole Robins
107492	12/12/2024	Aust. Post	57.00	Christmas card postage to the US
107492	11/12/2024	Marmion St Fresh	226.00	Catering for PSW Net Zero Workshop

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107492	10/12/2024	Uber	34.75	Home - Defence Industries Lunch
107492	10/12/2024	Live Payments	9.55	Taxi to Meeting from East Perth to West
107492	09/12/2024	Big W	32.73	Stationery
107492	04/12/2024	SP Kings Square	9.30	Parking - meeting with City of Fremantle regarding Henderson
107492	01/01/2025	Xero	63.64	SWCDF Accounting Software
107492			38.55	GST

Credit Card Human Resources Manager			5,174.71	
107493	23/12/2024	United Airlines	358.80	Flights/United Airlines - CPTED Conference, LA to Palm Springs
107493	23/12/2024	United Airlines	158.80	Flights/United Airlines - CPTED Conference, Palm Springs to San Francisco
107493	23/12/2024	Virgin Australia	1,953.35	Flights/Virgin Australia - CPTED Conference, Perth to LA
107493	22/12/2024	Hilton Hotels	358.27	Accommodation - CPTED Conference - Palm Spring (Crime Prevention)
107493	22/12/2024	International Transaction Fee	8.96	International Transaction Fee
107493	22/12/2024	Hilton Hotels	483.79	Accommodation - CPTED Conference - Palm Spring (Crime Prevention)
107493	22/12/2024	International Transaction Fee	12.09	International Transaction Fee
107493	19/12/2024	Legal Aid	550.00	Legal Aid Summer Series - Civil Law Day
107493	11/12/2024	Easy Flowers	91.73	Flowers
107493	05/12/2024	Big W	1,189.75	Gift vouchers for Value Awards
107493			9.17	GST

Credit Card Manager Customer & Communication			9,634.72	
107494	31/12/2024	Facebook	114.54	Christmas Food Safety
107494	31/12/2024	Facebook	10.44	Join us this Summer School Holiday
107494	31/12/2024	Facebook	19.86	Wasteless Wonderland 2024
107494	31/12/2024	Facebook	49.90	Christmas Bin Collections 2024
107494	31/12/2024	Facebook	49.45	Battery Disposal (Awareness)
107494	31/12/2024	Facebook	95.54	Lolly Run Campaign
107494	22/12/2024	Facebook	20.00	Business Advisor Connect Support Service
107494	22/12/2024	Facebook	35.83	eNews Signup campaign
107494	22/12/2024	Facebook	49.92	Spirit Newsletter Promotion
107494	22/12/2024	Facebook	29.92	Exclusive! City of Kwinana's got the scoop - Santa
107494	22/12/2024	Facebook	10.36	Christmas Food Safety
107494	22/12/2024	Facebook	29.55	Registrations for our Summer school holiday
107494	22/12/2024	Facebook	10.99	Kwinana Trails Engagement
107494	22/12/2024	Facebook	30.83	City of Kwinana Waste Workshops
107494	22/12/2024	Facebook	73.81	Wasteless Wonderland 2024
107494	22/12/2024	Facebook	49.97	Christmas Bin Collections
107494	22/12/2024	Facebook	1,030.82	Lolly Run 2024
107494	17/12/2024	WA News	29.09	West Australian Subscription

107494	14/12/2024	Open AI	31.50	Chat GPT Subscription
107494	14/12/2024	International Transaction Fee	0.79	International Transaction Fee
107494	10/12/2024	Martini and Co Rockingham	343.31	Marketing Team Building Session
107494	08/12/2024	Mail Chimp	208.23	Email marketing software
107494	07/12/2024	Transmit SMS	185.27	Lolly Run Marketing SMS
107494	05/12/2024	Typeform	60.18	Subscription - advance form module
107494	05/12/2024	Artlist IO	205.44	Royalty-free video asset subscription
107494	05/12/2024	International Transaction Fee	5.14	International Transaction Fee
107494	05/11/2024	International Transaction Fee	1.50	International Transaction Fee
107494	04/12/2024	Silktide	6,608.27	Annual Website Accessibility Subscription
107494	02/01/2025	Google	171.36	Google Ads Campaign
107494			72.91	GST

Credit Card Director City Development & Sustainability			1,471.49	
107495	20/12/2024	UDIAWA Subiaco	51.00	Membership renewal UDIA National Housing Pipeline
107495	17/12/2024	OpenAI ChatGPT	34.76	OpenAI - ChatGPT Subscription - ongoing
107495	17/12/2024	International Transaction Fee	0.87	International Transaction Fee
107495	13/12/2024	Banksia Foundation	800.00	Sustainability Award nomination
107495	12/12/2024	Liquorland Kwinana	30.00	Planning Team building activity prize
107495	12/12/2024	Big W Kwinana	23.63	Planning Team building activity
107495	12/12/2024	Woolworths Kwinana	47.93	Planning Team building activity
107495	12/12/2024	Woolworths Kwinana	5.50	Planning Team building activity
107495	12/12/2024	DMIRS East Perth	8.40	Objection - Submission
107495	12/12/2024	Coco & Boho	54.18	End of year - team event
107495	09/12/2024	DMIRS East Perth	100.00	Affidavit Supporting Proceedings
107495	05/12/2024	The Wellard	134.55	PARP End of year celebration
107495	05/12/2024	The Wellard	52.73	PARP End of year celebration
107495	05/12/2024	The Wellard	7.27	PARP End of year celebration
107495			120.67	GST

Credit Card Manager Economic Development & Advocacy			123.98	
107496	21/12/2024	Canva	36.82	Monthly artwork subscription
107496	17/12/2024	Medina IGA	17.97	Catering for Business meet up
107496	17/12/2024	Medina IGA	40.28	Catering for Business meet up
107496	04/12/2024	City of Perth Convention Centre	19.27	Parking - Future of Tourism lunch
107496			9.64	GST

Credit Card EA to CEO and Mayor			195.30	
107497	13/12/2024	Zone Bowling	177.55	End of Year Activity

107497 17.75 GST

Credit Card Coordinator Koorliny Arts Centre			1,601.61	
107498	31.12.2024	Facebook Meta	265.61	Boosted campaigns for Koorliny
107498	18.12.2024	Mailchimp	174.65	Mailchimp Essentials Plan Mailout
107498	15.12.2024	Facebook Meta	352.00	Boosted campaigns for Koorliny Live
107512	12.12.2024	Racing Gaming Liquor	680.50	Annual Liquor Licence fee Koorliny
107512	10.12.2024	Priceless	35.32	Popcorn cups for movies at Koorliny
107512	05.12.2024	Canva	81.82	Feedback Cards for Koorliny
107512			11.71	GST

Credit Card Director of City Infrastructure			4,979.75	
107499	26/12/2024	SP KOH.com SYDNEY NSW	91.75	Disputed Transaction to be refunded by CBA
107499	26/12/2024	SP Step One Undwear Prahran	9.90	Disputed Transaction to be refunded by CBA
107499	26/12/2024	SP Step One Undwear Prahran	9.90	Disputed Transaction to be refunded by CBA
107499	26/12/2024	SP Step One Undwear Prahran	140.00	Disputed Transaction to be refunded by CBA
107499	19/12/2024	Minit Australia	22.68	Engraving on a trophy
107499	18/12/2024	SP Blue Dog Posters	38.95	Disputed Transaction to be refunded by CBA
107499	17/12/2024	Smartsheet Inc.	1,650.00	Subscription Service - Business Plan plus
107499	15/12/2024	1PASSWORD.COM	1,509.92	1 Password software licence renewal
107499	15/12/2024	International Transaction Fee	37.75	International Transaction Fee
107499	04/12/2024	X GOLF Rockingham WA	534.02	Team Building Activity
107499	04/12/2024	Martini And Co Rockingham	799.28	Team lunch
107499			135.60	GST

Credit Card Coordinator Library Services			1,212.54	
107500	30/12/2024	Interflora	115.45	Flower delivery for staff member
107500	18/12/2024	Aldi	100.31	20 mini Christmas cakes for volunteers
107500	12/12/2024	Target	180.00	2 Little Tykes cars
107500	04/12/2024	Etsy	25.50	Purchase of one book
107500	04/12/2024	Bilby Publishing	133.36	Purchase of books
107500	04/12/2024	Bilby Publishing	605.00	StoryDogs sponsorship
107500			52.92	GST

Credit Card Emergency Services Coordinator			173.00	
107501	23/12/2024	WA Police	173.00	Firearm renewal license fee

Credit Card Coordinator Engagement & Place			819.86	
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107505	31/12/2024	One Plan	144.04	Events Mapping Subscription
107505	31/12/2024	International Transaction Fee	3.60	International Transaction Fee
107505	23/12/2024	Romanos Pizza	125.61	Refreshments for staff (late night work)
107505	21/12/2024	BP Kwinana	27.27	Ice for function
107505	17/12/2024	The Kwinana Local	22.73	Ice for function
107505	16/12/2024	Liquorland	5.45	Ice for function
107505	12/12/2024	Paypal My Car Tracks	92.09	Tracking app for Lolly Run Event
107505	10/12/2024	Dan Murphy's	64.97	Bar Supplies for OCM
107505	10/12/2024	The Reject Shop	102.73	Decorations - Lolly Run Event
107505	09/12/2024	The Suburban Bar and Bistro	138.18	Refreshments - Boola Maara
107505	04/12/2024	BP Kwinana	11.36	Ice for Seniors Christmas
107505	04/12/2024	Medina Tavern	16.36	Ice for Seniors Christmas
107505	01/01/2025	Spotify	12.72	Events Team Spotify Subscription
107505			52.75	GST

Credit Card Administration & Special Project Officer			2,231.90	
107510	22/12/2024	Coles Kwinana	47.50	Supplies for the Lolly Run Trucks
107510	22/12/2024	Coles Kwinana	51.18	Supplies for the Lolly Run Trucks
107510	13/12/2024	Knicked	229.95	Bathers for Womens Healthness Event - Recquatic
107510	12/12/2024	LG Professionals	381.82	Payment for annual Membership
107510	12/12/2024	Punch Equipment Australia	545.44	Boxing Bags for the Recquatic
107510	11/12/2024	Good Sammy Café	299.00	Breakfast for staff missed the Xmas Breakfast
107510	06/12/2024	The Reject Shop	8.18	Purchase of cards
107510	04/12/2024	Metcash Trading (Campbells)	41.04	Stock for the kiosk for Koorliny
107510	04/12/2024	Metcash Trading (Campbells)	481.03	Stock for the kiosk for Koorliny
107510			146.76	GST

Grand Total: \$ **32,263.12**

20 NOTICES OF MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

**21 NOTICE OF MOTIONS FOR CONSIDERATION AT THE FOLLOWING MEETING
IF GIVEN DURING THE MEETING**

22 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.

23 REPORTS OF ELECTED MEMBERS

24 ANSWERS TO QUESTIONS WHICH WERE TAKEN ON NOTICE

NIL

25 MAYORAL ANNOUNCEMENTS

26 CONFIDENTIAL ITEMS

Nil

27 CLOSE OF MEETING