

# AGENDA

## Council Meeting

Tuesday, 17 September 2024 at 6:30 PM

### **Disclaimer**

The purpose of this Council meeting is to discuss and, where possible, make resolutions about items appearing on the agenda.

Whilst Council has the power to resolve such items and may in fact, appear to have done so at the meeting, no person should rely on or act on the basis of such decision or on any advice or information provided by a member or officer, or on the content of any discussion occurring, during the course of the meeting. Persons should be aware that the provisions of the Local Government Act 1995 (section 5.25 (e)) establish procedures for revocation or rescission of a Council decision. No person should rely on the decisions made by Council until formal advice of the Council decision is received by that person.

The Town of East Fremantle expressly disclaims liability for any loss or damage suffered by any person as a result of relying on or acting on the basis of any resolution of Council, or any advice or information provided by a member or officer, or the content of any discussion occurring, during the course of the Council meeting.

### **Copyright**

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## Procedure for Deputations, Presentations and Public Question Time at Council Meetings

Council thanks you for your participation in Council Meetings and trusts that your input will be beneficial to all parties. Council has a high regard for community input where possible, in its decision making processes.

Deputations	Presentations
A formal process where members of the community request permission to address Council or Committee on an issue.	An occasion where awards or gifts may be accepted by the Council on behalf of the community, when the Council makes a presentation to a worthy recipient or when agencies may present a proposal that will impact on the Local Government.

### Procedures for Deputations

The Council allows for members of the public to make a deputation to Council on an issue related to Local Government business.

Notice of deputations need to be received **by 5pm on the day before the meeting** and agreed to by the Presiding Member. Please contact Executive Support Services via telephone on 9339 9339 or email [admin@eastfremantle.wa.gov.au](mailto:admin@eastfremantle.wa.gov.au) to arrange your deputation.

Where a deputation has been agreed to, during the meeting the Presiding Member will call upon the relevant person(s) to come forward and address Council.

A Deputation invited to attend a Council meeting:

- (a) is not to exceed five (5) persons, only two (2) of whom may address the Council, although others may respond to specific questions from Members;
- (b) is not to address the Council for a period exceeding ten (10) minutes without the agreement of the Council; and
- (c) additional members of the deputation may be allowed to speak with the agreement of the Presiding Member.

Council is unlikely to take any action on the matter discussed during the deputation without first considering an officer's report on that subject in a later Council agenda.

### Procedure for Presentations

Notice of presentations being accepted by Council on behalf of the community, or agencies presenting a proposal, need to be received by **5pm on the day before the meeting** and agreed to by the Presiding Member. Please contact Executive Support Services via telephone on 9339 9339 or email [admin@eastfremantle.wa.gov.au](mailto:admin@eastfremantle.wa.gov.au) to arrange your presentation.

Where the Council is making a presentation to a worthy recipient, the recipient will be advised in advance and asked to attend the Council meeting to receive the award.

All presentations will be received/awarded by the Mayor or an appropriate Councillor.

### **Procedure for Public Question Time**

The Council extends a warm welcome to you in attending any meeting of the Council. Council is committed to involving the public in its decision making processes whenever possible, and the ability to ask questions during 'Public Question Time' is of critical importance in pursuing this public participation objective.

Council (as required by the *Local Government Act 1995*) sets aside a period of 'Public Question Time' to enable a member of the public to put up to three (3) questions to Council. Questions should only relate to the business of Council and should not be a statement or personal opinion. Upon receipt of a question from a member of the public, the Mayor may either answer the question or direct it to a Councillor or an Officer to answer, or it will be taken on notice.

Having regard for the requirements and principles of Council, the following procedures will be applied in accordance with the ***Town of East Fremantle Local Government (Council Meetings) Local Law 2016***:

1. Public Questions Time will be limited to fifteen (15) minutes.
2. Public Question Time will be conducted at an Ordinary Meeting of Council immediately following "Responses to Previous Public Questions Taken on Notice".
3. Each member of the public asking a question will be limited to two (2) minutes to ask their question(s).
4. Questions will be limited to three (3) per person.
5. Please state your name and address, and then ask your question.
6. Questions should be submitted to the Chief Executive Officer in writing by **5pm on the day before the meeting and be signed by the author**. This allows for an informed response to be given at the meeting.
7. Questions that have not been submitted in writing by 5pm on the day before the meeting will be responded to if they are straightforward.
8. If any question requires further research prior to an answer being given, the Presiding Member will indicate that the "question will be taken on notice" and a response will be forwarded to the member of the public following the necessary research being undertaken.
9. Where a member of the public provided written questions then the Presiding Member may elect for the questions to be responded to as normal business correspondence.
10. A summary of the question and the answer will be recorded in the minutes of the Council meeting at which the question was asked.

**During the meeting, no member of the public may interrupt the meetings proceedings or enter into conversation.**

**Members of the public shall ensure that their mobile telephone and/or audible pager is not switched on or used during any meeting of the Council.**

**Members of the public are hereby advised that use of any electronic, visual or audio recording device or instrument to record proceedings of the Council is not permitted without the permission of the Presiding Member.**

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## NOTICE OF MEETING

Elected Members

An Ordinary Meeting of the Council will be held on 17 September 2024 at 6:30 PM in the Council Chamber, 135 Canning Highway, East Fremantle and your attendance is requested.



JONATHAN THROSSELL  
Chief Executive Officer  
**11 September 2024**

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# AGENDA

## 1 OFFICIAL OPENING

## 2 ACKNOWLEDGEMENT OF COUNTRY

*"On behalf of the Council I would like to acknowledge the Whadjuk Nyoongar people as the traditional custodians of the land on which this meeting is taking place and pay my respects to Elders past, present and emerging."*

## 3 ANNOUNCEMENT TO GALLERY

*"Members of the gallery are advised that no Council decision from tonight's meeting will be communicated or implemented until 12 noon on the first clear working day after this meeting, unless Council, by resolution carried at this meeting, requested the CEO to take immediate action to implement the decision."*

## 4 RECORD OF ATTENDANCE

### 4.1 ATTENDANCE

### 4.2 APOLOGIES

### 4.3 APPROVED

Cr Collinson  
Cr Wilson

## 5 DISCLOSURES OF INTEREST

### 5.1 FINANCIAL

### 5.2 PROXIMITY

### 5.3 IMPARTIALITY

## 6 PUBLIC QUESTION TIME

### 6.1 RESPONSES TO PREVIOUS QUESTIONS FROM MEMBERS OF THE PUBLIC TAKEN ON NOTICE

Nil

### 6.2 PUBLIC QUESTION TIME

## 7 PRESENTATIONS/DEPUTATIONS

### 7.1 PRESENTATIONS

### 7.2 DEPUTATIONS

## 8 APPLICATIONS FOR LEAVE OF ABSENCE

## 9 CONFIRMATION OF MINUTES OF PREVIOUS MEETING

### 9.1 MEETING OF COUNCIL (20 AUGUST 2024)

#### **OFFICER RECOMMENDATION**

That the minutes of the Ordinary meeting of Council held on Tuesday, 20 August 2024 be confirmed as a true and correct record of proceedings

## 10 ANNOUNCEMENTS BY THE PRESIDING MEMBER

11 UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

Nil

12 REPORTS AND RECOMMENDATIONS OF COMMITTEES

Nil

## 13 REPORTS OF OFFICERS

Reports start on the next page

**13.1 128 AND 128A GEORGE STREET - CHANGE OF USE - OFFICE TO SAUNA AND ICE BATH FACILITY, SIGN AND APPROVAL SUBSEQUENT TO DEVELOPMENT FOR A PATIO**

<b>Report Reference Number</b>	OCR-2965
<b>Prepared by</b>	Christine Catchpole, Senior Planner
<b>Supervised by</b>	Andrew Malone, Executive Manager Regulatory Services
<b>Meeting date</b>	Tuesday, 17 September 2024
<b>Voting requirements</b>	Simple majority
<b>Documents tabled</b>	Nil

**Attachments**

1. Location and advertising map
2. Photographs
3. Plans dated 12 and 16 August 2024 and additional information dated 16 August 2024
4. Schedule of Submissions

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**PURPOSE**

The purpose of this report is for Council to consider:

- a change of use from office to a sauna and ice bath facility at 128A George Street;
- a sign advertising the use at 128A George Street; and
- granting approval subsequent to development for a patio at 128A George Street.

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**EXECUTIVE SUMMARY**

Under LPS 3 the proposed use of a sauna and ice bath facility is classified as an 'unlisted use'. This requires advertising under the relevant provisions of the Scheme. The application was advertised from 19 August to 2 September 2024 and 14 submissions were received. In the main, the 5 submissions objecting or expressing concern are suggesting that the 9 parking bays indicated on the plan cannot comply with Australian Standard dimensions, suggesting that fewer bays will be provided. Also, the requirement for an ACROD bay or bay for a disabled person bay has been raised. Nine (9) submissions are in support.

The proposed use is considered to align with the objectives of the Mixed Use zone. A similar business was previously operating from the site without formal approval and that business has recently been granted approval to operate from 34 Duke Street (Royal George Hotel building). A patio has also been constructed to the rear of the building at 128A George Street without development approval. This structure complies with the requirements of Local Planning Scheme No. 3 (LPS 3), so it is recommended that Council grant approval subsequent to development for this structure.

The main planning consideration and submission issue is parking and whether an adequate amount has been provided which meets Australian Standard dimensions. The applicant's plan indicated 9 bays, however, this would require the removal of a landscaping strip along the northern and eastern edges of the lot. Without removal of the landscaping, which is not a preferred outcome, only 7 bays can be provided, therefore the administration has assessed the application based on 7 bays being provided as currently exists on-site. LPS 3 requires 13 bays for both the office (at 128 George St) and the sauna use (at 128A George St) based on combined gymnasium/health studio and office parking rates. Therefore, a technical shortfall of 6 bays (when the office bay is available) and 7 bays (when the office bay is occupied) results.

The parking requirement has also been considered under the *Interim Guidance - Non-Residential Car Parking Requirements* (i.e., a State planning document which has proposed new parking standards for planning schemes/policies). Under this document 6 bays for 12 patrons, 1 bay for the sauna staff member and 1 bay for the existing office use are required, therefore 1 bay shortfall is noted based on an overall requirement of 8 bays. Based on this assessment and the 6 - 7 on-site bays which meet Australian Standard dimensions, it is recommended to cap the business at a maximum of 12 patrons and 1 staff member at any one time (subject to the specified hours as outlined in the recommended conditions).

This scenario is considered supportable based on 1 staff member required for the new use between 10am and 9pm, not all patrons driving, bike racks being provided and 7 parking bays being available outside of the office use hours. Should parking demand exceed the 6 bays provided (keeping in mind a 1 bay shortfall under the Interim Guidance document), it is considered on-street bays in the area will meet the possible demand for the extra few bays.

Also, it is worth noting that, in effect, the same use has been in operation at these premises for a couple of years without the administration receiving any complaints regarding its operation as a sauna. It is also noted that while this business operated, it did not have access to the car parking bays at the rear of the premises and therefore had no parking associated for its patrons. Submissions in support also state there were no issues with the previous use.

The remaining recommended conditions of approval are intended to address safety and security for patrons and local residential amenity matters. Lighting, noise control and other environmental health standards are required to be satisfied prior to an occupancy permit being issued and to ensure the ongoing operations of the business comply.

Given the above comments, it is considered the matters raised in the submissions have been considered and addressed through the recommended conditions of development approval as outlined in the officer recommendation. Subject to the conditions of approval being imposed it is recommended that the change of use, a variation of the minimum parking requirement and the proposed sign be supported. The Council is also requested to grant approval subsequent to development for the patio at 128A George Street, East Fremantle.

## BACKGROUND

<b>Zoning</b>	Mixed Use
<b>Site Area</b>	128 George Street - 448m <sup>2</sup> 128A George Street - 225m <sup>2</sup>
<b>Heritage</b>	Local Planning Policy 3.1.6 - George Street Designated Heritage Area
<b>Fremantle Port Buffer</b>	Area 2
<b>Previous Decisions of Council and/or History of Issue Onsite</b>	The Town of East Fremantle sold the lots in 2022 to the current owner.

## CONSULTATION

A sauna facility is considered a use not listed in the Zoning Table (i.e., the use does not fall within any use class as defined in LPS 3) so the Council must consider the proposed use in accordance with Clause 4.4.2. This clause requires the Council to determine that the use is consistent with the objectives of the Mixed Use zone and is therefore permitted or otherwise and follow the advertising procedures of the Scheme which are specified in clause 64 of the Deemed Provisions.

The advertising procedures can require notifying owners and occupiers of properties in the vicinity of the development, which in the opinion of the local government are likely to be affected by approval of the proposal, erecting a sign on the site and/or publishing a notice of the proposal in a local newspaper. In relation to this application the administration considered it was sufficient to directly notify by letter, the owners/occupiers in George Street and nearby and invite comments (refer to advertising map - Attachment 1).

Advertising was undertaken from 19 August to 2 September 2024. The following outcomes were recorded:

- 14 submissions received.

- 9 submissions in support.
- 5 submissions objecting, expressing concerns and/or conditional support.

The submissions are recorded in full in Attachment 4 and a summary of the submission themes is provided below.

Vehicle parking bays – inadequate on-site parking for the businesses proposed.

- Parking bays indicated do not meet the Australian Standard for bay dimensions. The bays are 5.4m long which is the minimum under the Australian Standard dimensions, however, every bay relies on parking over a semi-mountable kerb in order to comply. Inspection of the site shows that the "semi mountable kerb" is a garden bed and therefore it is likely that the bays do not comply as they currently exist. Actual compliant car bays could be 7 or less.
- Nine (9) bays are not sufficient for the uses. An ACROD bay should also be provided as well as a dedicated turn around bay. Meeting these requirements may mean the actual bay number is potentially 6 or 7 at best.

Patron capacity - the patron capacity of the sauna and ice bath facility should be reduced accordingly to reflect the number of compliant bays that can be provided.

Town's Technical Services Comments

The Town's Technical Services section has reviewed the plan in relation to parking bay dimensions, layout and access. It was noted that 8 of the 9 bays as indicated do not comply with Australian Standard dimensions. The garden bed on the perimeter of the northern and eastern boundary of the lots prevents the line marking of 8 correctly dimensioned bays. In order to comply with Australian Standard dimensions only 6 bays can be provided perpendicular to the northern and eastern boundaries (i.e., the current layout). The isolated bay at the rear of the ice bath facility can still be provided, indicating a total of 7 bays. A convex mirror at the entry to the access driveway is also required to be installed in the absence of adequate sight lines.

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## STATUTORY ENVIRONMENT

Planning and Development Act, 2005

Planning and Development (Local Planning Schemes) Regulations, 2015

Local Planning Scheme No. 3 (LPS 3)

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## POLICY IMPLICATIONS

Interim Guidance – Non-Residential Car Parking Requirements - February 2023 – Dept. Planning; Lands and Heritage

Local Planning Policy 3.1.2 – Signage Design Guidelines

Local Planning Policy 3.1.6 – George Street Designated Heritage Area

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## FINANCIAL IMPLICATIONS

Nil

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## STRATEGIC IMPLICATIONS

The Town of East Fremantle Strategic Community Plan 2020-2030 states as follows:

Built Environment

Accessible, well planned built landscapes which are in balance with the Town's unique heritage and open spaces.

3.1 Facilitates sustainable growth with housing options to meet future community needs.

3.1.1 Advocate for a desirable planning and community outcome for all major strategic development sites.

3.1.2 Plan for a mix of inclusive diversified housing options.

3.1.3 Plan for improved streetscapes.



### 3.2 Maintaining and enhancing the Town's character.

#### 3.2.1 Ensure appropriate planning policies to protect the Town's existing built form.

### 3.3 Plan and maintain the Town's assets to ensure they are accessible, inviting and well connected.

#### 3.3.1 Continue to improve asset management within resource capabilities.

#### 3.3.2 Plan and advocate for improved access and connectivity.

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## RISK IMPLICATIONS

A risk assessment was undertaken and the risk to the Town in determining this application was deemed to be low. Should Council refuse the application or impose conditions that are not agreeable to the applicant, the applicant has a right of Review (appeal) to the State Administrative Tribunal (SAT). As the Town's Officers have recommended conditional approval, Council will be required to obtain the services of a consultant to represent and defend the Council's resolution at the SAT. This may have financial implications for the Town.

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## SITE INSPECTION

A site inspection of the facility has been undertaken.

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## COMMENT

Subsequent to the Town of East Fremantle disposing of the subject site to the current owner in 2022, the approved use of the premises has been for an office (at 128 George St) and a sales office for saunas (at 128A George St) with the rear parking area remaining unchanged from when it operated as a Town of East Fremantle public car park.

It seems that over the past year or more, use of the display sauna room transitioned to a public sauna which offered personal sauna services for a fee on a sessional basis. The escalation of the use was highlighted when the previous operator sought approval to relocate that business to the Royal George Hotel building at 34 Duke Street. The subject development application is therefore seeking a change of use from office to sauna and ice bath facility to formalise the public sauna use. Installation of a business sign at the front of the building is also part of the application. The existing office use at 128 George Street will remain unchanged. The applicant has provided the following information in relation to the proposed business operations.

### Sauna and ice bath facility (unlisted use)

- Sauna and ice baths in two separate converted sea containers at the rear of the premises.
- Outdoor showers and other patron amenities.
- Operating hours: 5am to 9pm, 7 days a week.
- 12 patrons per session.
- 1 staff member.

### Patio

A patio has been constructed at the rear of the building adjoining a courtyard at 128A George Street. It is for the purpose of providing an additional sheltered seating area for the sauna and ice bath patrons. The patio is built up to the wall on the eastern boundary and is positioned ~18m from the rear boundary. It complies with the provisions of cl. 5.8.1 building setbacks for a Mixed Use zone under LPS 3, in that a nil side boundary setback is permitted. As the patio has already been constructed, should the Council support the application it is required to grant an approval subsequent to development for this structure. A building permit is not required because the structure is less than 10m<sup>2</sup> in area. This aspect of the proposal is addressed in the Officer recommendation.

### Existing Office

The use of the premises at 128 George Street will remain as an office of approximately 90m<sup>2</sup>. Under the provisions of LPS 3 this use requires 3 parking bays, all of which cannot be provided at the rear of the property if the sauna

business is approved. A site inspection has indicated that 1 bay is provided for the office use and that the office is occupied by a sole tenant who is the owner of both properties.

#### Land Use Permissibility

The administration classifies the sauna and ice bath facility as a use not listed (i.e. the use does not fall within any use class as defined in LPS 3) so the Council must consider the proposed use in accordance with Clause 4.4.2. This clause requires that the Council determine the use is consistent with the objectives of the Mixed Use zone and that the advertising procedure of the Scheme is followed. These advertising requirements are outlined in the Consultation section of the report and have been undertaken.

The objectives of the Mixed Use zone are as follows:

- *To provide for a limited range of commercial, civic and community facilities to meet the day to day needs of the community, but which will not prejudice the amenities of the neighbourhood;*
- *To ensure future development within each of the Mixed Use Zones is sympathetic with the desired future character of each area, and that a significant residential component is retained as part of any new development;*
- *To promote the coordination of development within each of the Mixed Use zones and to facilitate the safe and convenient movement of pedestrians to and within the area; and*
- *To ensure the location and design of vehicular access and parking facilities do not detract from the amenities of the area or the integrity of the streetscape.*

The administration considers the proposed use is not contrary to the objectives and is an acceptable use for the building and the George Street Mixed Use zone. Council has granted approval for the business (sauna and ice baths use) previously operating at the subject site to now operate from the basement of the Royal George Hotel building. That facility was operating without issue, as far as the administration is aware, aside from a recent complaint that the gate to the rear was remaining closed. This matter has been resolved and the use is considered suitable to this location.

Issues of amenity for nearby residents and the safety and security for patrons using the car park and building must also be addressed. It is therefore considered appropriate that hours of operation, patron numbers, signage, lighting and adequate sight lines for motorists and pedestrians are provided in relation to the rear car park. While the site inspection has indicated some of these matters have been addressed by the installation of lighting and signage it is still recommended that conditions be imposed to ensure that the ongoing operations of the business continue to function in an orderly and proper manner. These matters are discussed below.

#### Operating Hours

No submissions were received in relation to operating hours. Given a similar business has been operating with no complaints concerning hours of operation, there is no objection to the hours proposed, subject to the standard conditions regarding environmental noise regulations being imposed as recommended.

#### Parking Requirement

Under Schedule 10 of LPS 3 the parking requirement for a private recreation use and personal services (i.e., sauna and ice bath facility) are most closely categorised as 'Indoor Recreation – Health Studio' or 'gymnasium', that is, "1 space for every 10m<sup>2</sup> net floor area." While specific car parking standards for a sauna facility are not listed in LPS 3, the applicant was advised that to undertake a technical assessment under LPS 3, the administration would apply a car parking rate of 1 bay per 10m<sup>2</sup> of floor space.

Based on the above car parking rate and as outlined in the table below, the provision of 10 bays is required for the 'recreation – health studio' use based on the net floor space of the facility including the reception area. A further 3 bays are required for the existing office use, making a total requirement of 13 bays. The parking area at the rear of

the premises can accommodate 7 bays that meet Australian Standard dimensions and this has been confirmed by the Town's Technical Services section. The 9 bays indicated on the plans can only be achieved if the garden bed and vegetation along the rear and eastern boundary is removed and the depth of each parking bay measured from the lot boundaries.

Immediately adjacent on-street parking is available but it is not for the exclusive use of the proposed use and therefore will not provide guaranteed parking for the business (as would be required if cl. 5.8.7 of LPS 3 was applied as requested by the applicant). Therefore, the technical shortfall and variation in on-site parking bays the Council will be considering is a 6 to 7 bay variation of the minimum parking requirement for the new use and the existing office use as outlined in the table below.

#### Car Parking Assessment under LPS 3

Use	LPS 3 Provision	Floorspace	LPS 3 (parking)	Total proposed (parking)
Unlisted use 128A George Street sauna facility & ice baths 5am – 9pm	1 space for every 10m <sup>2</sup> net floor area	2 x sea containers 12m <sup>2</sup> = 24m <sup>2</sup> + courtyard = 43m <sup>2</sup> + reception = 30m <sup>2</sup> Total = 97m <sup>2</sup>	9.7 (10)	6
Office use 128 George St 8.00am – 5.00pm	1 space for every 30m <sup>2</sup> of net lettable area – minimum of 3 spaces per tenancy	90m <sup>2</sup>	3	1
<b>Total</b>			<b>13</b>	<b>6 (sauna) + 1 (office - avail. before 8am &amp; after 5pm)  7</b>

#### State Planning - Interim Guidance – Non-Residential Car Parking Requirements (February 2023)

Notwithstanding the above parking assessment, the parking requirement has been considered under the *Interim Guidance – Non-Residential Car Parking Requirements* (February 2023) as was undertaken for a similar application for the same use located in the Royal George Hotel building. This document is part of the State government planning reform agenda in relation to the review of car parking requirements. It is the result of work currently being progressed by the Department of Planning, Lands and Heritage (DPLH) and was subject to consultation with local government and other stakeholders in 2023. The document has been formulated to develop a consistent approach and provide guidance relating to non-residential car parking standards within activity centres and industrial/service commercial zones across local governments.

The DPLH determined it was necessary to move away from the current system of assessing parking requirements (i.e., planning scheme provisions) due to the inconsistency of parking standards across local governments and the ad-hoc rates being applied in the absence of recent and accurate research into parking demands. The Interim Guidance document has been developed to support local governments and on release of this document, the DPLH suggested local governments undertake an immediate review of car parking rates in their locality, as the revised parking rates will eventually inform changes to the Planning and Development (Local Planning Schemes) Regulations (mandatory provisions for all local government).

The following table demonstrates a 1 bay shortfall under the revised parking rates set out in the Interim Guidance document. Notwithstanding, these parking ratios have not yet been endorsed by the WAPC and it is considered they should be used as a guide within the Plympton precinct until the DPLH determines otherwise.

#### Interim Guidance – Non-Residential Car Parking Requirements – Indicative rates for a 'Lower Order Centre'

Note: the Interim Guidance document indicates rates an LGA may consider a maximum and minimum rate to be applied depending on specific land uses and site circumstances. In this case the maximum rate is considered appropriate for the sauna and ice bath business and the maximum and minimum rates result in the same requirement for the existing office use.

Use	Provision	Patrons / Staff	Required (bays)	Provided (bays)
Recreation – Private	<u>Min:</u> 1 space / 8 persons <u>Max:</u> 1 space / 2 persons	12 patrons max	6 (max)	6
	<u>Sauna staff</u>	1	1	0
Existing Office Use (128 George St)	<u>Min:</u> 1 space per 200m <sup>2</sup> FA <u>Max:</u> 1 space per 50m <sup>2</sup> FA	1	1	1
	<b>Total</b>	<b>office and sauna</b>	<b>8</b>	<b>7</b>

In support of the application, the applicant has argued that a shared parking arrangement is possible because the office use will not require parking before 8.00am and after 5.00pm. A further 1 bay would therefore be available coinciding with the peak hours of the sauna business being early morning and late evening. It is stated that no more than 12 patrons will attend each session and 1 staff member will be on site between 10.00am and 9.00pm for the sauna business.

The applicant is also arguing that 2 bays on George Street in front of the premises are available for use. However, as previously mentioned George Street bays are not for the exclusive use of one particular business. In this case it is not considered appropriate that the on-street bays be solely allocated to this use as there is a high demand for bays on George Street. Nonetheless, as these bays are publicly available it is possible that patrons will use the bays if available, as well as bays in surrounding streets. The development application for a similar use now granted approval to operate at the Royal George Hotel building was given the same consideration for its reliance on on-street bays for a technical shortfall of 13 bays under LPS 3.

### Parking Provisions under LPS 3

In considering this application the Council must consider whether it is to relax the parking requirement or not and approve of a technical shortfall and variation of the minimum parking requirements. The car parking requirements of LPS 3 in relation to parking have, in part, been replaced by the clause 77 (D) of the Planning and Development (Local Planning Schemes Regulations), 2015. These changes to the parking provisions for planning schemes are part of the planning reform agenda and state as follows.

The Council may approve the application even if it does not meet Scheme requirements, however, it can only do so if the following criteria are met.

*(1) The local government may –*

*(a) vary a minimum on-site parking requirement that applies to development so that the minimum number of car parking spaces that must be provided as part of the development is a lower number; or*

*(b) waive a minimum on-site parking requirement that applies to development.*

*(2) The local government must not vary or waive a minimum on-site parking requirement under subclause (1) in relation to development unless the local government is satisfied –*

- (a) that reasonable efforts have been made to comply with the minimum on-site parking requirement without adversely affecting access arrangements, the safety of pedestrians or persons in vehicles, open space, street trees or service infrastructure; and*
- (b) that —*
  - (i) in the case of a variation — the lower number of car parking spaces would be adequate for the demands of the development, having regard to the likely use of the car parking spaces, the availability of off-site parking facilities and the likely use of alternative means of transport; or*
  - (ii) in the case of a waiver — it is not necessary for car parking spaces to be provided as part of the development, having regard to the availability of off-site parking facilities and the likely use of alternative means of transport.*

Given a similar use was operating at the site for the past few years with no allocation of parking bays made available for patrons, the administration considers the use has been somewhat tested or trialled, however this application makes available the car parking bays at the rear and therefore is considered to have a better outcome than the previous business. Also, it is worth noting that the office use at 128 George Street is occupied solely by the owner of both premises. A site inspection has shown that signage has already been installed which allocates 6 bays at the rear to the sauna business and sensor lighting has been installed in the parking area. The gate to the parking area on the access driveway is electronically controlled to open and close to coincide with the operating hours of the sauna business, so patrons have unrestricted access. The applicant argues that the peak periods for the business will be outside the standard hours of the office use at 128 George Street, making another 1 bay available before 8.00am and after 5.00pm.

A number of submissions have commented on the actual number of bays available at the rear which meet Australian Standard dimensions. For 9 bays to be provided at the rear (as indicated on the plans) removal of the landscaped garden beds would be required. The administration has been advised that the well-established vegetation in the garden bed along the northern boundary was planted by an adjoining land owner (at the time the Council owned the land) to provide a visual screen between the residential zoned property and this parking area. It is considered that removal of the vegetation and relocation of the parking bays closer to the low limestone dividing wall, to achieve a greater number of bays which meet the Australian Standard dimensions would not be a positive outcome. Not only would it reduce the amenity already provided by the landscape buffer between the two properties but the potential for vehicles to damage the low limestone wall between the two properties would be increased. This potential damage, combined with a substantial difference in ground levels between the two properties (the residential property is at a much lower level than the car park) is not considered the best option. It is preferred that the existing parking arrangement which has been in place since the premises were owned by the Town, and these bays used for public parking, is retained for this change of use application. To the administration's knowledge there has been no issue with the use of these parking bays as currently laid out.

Also, a number of submissions have made the comment that an ACROD bay or a parking bay for a person with a disability is not indicated on the plans. Under the National Construction Code, a car parking bay for people with a disability is required and must be in accordance with AS 2890 Part 6. Such a bay is provided as a bay within a parking area and not required as an additional bay. A bay meeting these requirements can be accommodated on-site and it is recommended that this requirement be imposed as a condition of approval.

The Town's Environmental Health Officer has advised that there are currently no health guidelines in place in WA with regards to the use of saunas. It is difficult to determine a maximum accommodation number for the sauna as the use does not fit into any of the 'Type of use' categories as outlined in Regulation 7 under the Health (Public Building) Regulations 1992. If a maximum accommodation number was determined based on bench seating at 450mm per person or public building patron capacity at one person for every 1m<sup>2</sup> it is estimated the sauna could

seat approximately 12-14 persons (this is an estimate based on the inside layout of the sauna). Taking the above into account and the stated number of patrons in the application, it is considered suitable to apply a cap of 12 patrons per session so the parking demand is managed. It is considered that sufficient parking will not be available if patron numbers are increased at the site.

Technically, there will not be enough bays to cater for both uses, and more than a maximum capacity of 12 patrons (13 required; max 7 and min of 6 provided and 1 bay for the existing office). If each session is fully booked and all on-site bays required during business hours, it is anticipated that George and nearby streets can cater for the additional bays which might be required. Keeping in mind this is considered unlikely and that the Interim Guidance document indicted a shortfall of only 1 bay, including the existing office use.

As mentioned previously, the Council is required to determine whether it is prepared to support the parking shortfall for the proposed uses. Clause 77(2) of the Deemed Provisions provides Council with the ability to vary or waive the car parking requirement in relation to a development provided it is satisfied with the following:

- (a) that reasonable efforts have been made to comply with the minimum on-site parking requirement without adversely affecting access arrangements, the safety of pedestrians or persons in vehicles, open space, street trees or service infrastructure; and*
- (b) that in the case of a variation — the lower number of car parking spaces would be adequate for the demands of the development, having regard to the likely use of the car parking spaces, the availability of off-site parking facilities and the likely use of alternative means of transport.*

In light of the above discussion, it is considered that (a) and (b) have been satisfied subject to the recommended conditions of development approval being imposed. This recognises the parking limitations and restricts the number of patrons and staff on-site at any one time for the sauna use. It is therefore considered the overall technical shortfall of 6 to 7 bays can be supported for the reasons outlined above.

#### Capped patron and staff numbers

Considering the above comments, and that the business has effectively been operating without issue, the administration's view is that these recommended conditions of approval are reasonable. The number of bays available at the rear of the site is considered to be a limitation on the scale of the business proposed. For the reasons outlined above it is considered necessary to impose conditions of development approval which cap the number of patrons and staff as indicated is acceptable by the applicant. The existing office use would be allocated one bay. This is the required parking for an office use in this type of commercial location under the Interim Guidance document. The conditions are recommended so the scale of the business accords with the parking provided and that the business can be monitored in terms of compliance. Compliance action can be taken under the Planning and Development Act, 2005.

A number of submissions have also expressed support for the proposal stating that the car parking arrangements did not cause any issues when the previous business operated from the site and that such a business operating in the area has further activated George Street and increased patronage to other businesses.

#### Proposed Sign – 128A George Street

The applicant is proposing a projecting wall sign at the centre of the two commercial tenancies the subject of this application. The proposed sign complies with the alternate performance criteria (i.e., the permitted and discretionary criteria) under the Town's Local Planning Policy 3.1.2 – Signage Design Guidelines (LPP 3.1.2) as outlined in the table below.



Sign Type	Discretionary Criteria	Proposed Sign
Horizontal Projecting Wall	Maximum depth 500mm	400mm
	Maximum width 300mm	~100mm
	Maximum length 2700mm	400mm
	Limit of one sign per building/site	1 sign
	Shall not be approved if a vertical projecting wall sign on the same site	No existing vertical projecting wall sign
General Requirements	Required	Proposed
	2.5m clearance from footpath	2.5m
	Signage affixed to a building shall not exceed a maximum of 45% of total exposed wall area for any one wall.	8.6% total coverage (glass door graphics)

The proposed sign is considered to be of a modest scale which is similar in design to other nearby shop fronts along George Street. It identifies the name and location of the sauna and ice bath business and meets the general objectives and development controls for signs under LPP 3.1.2. It is therefore recommended that the proposed sign be supported by the Council.

#### George Street Designated Heritage Area - Signage

Local Planning Policy 3.1.6 – George Street Designated Heritage Area (Section 8 – All Properties – Advertising Signs) sets out a list of general principles in relation to signs on all buildings (contributory and non-contributory). In regard to this proposal, the sign proposed does not comply with principle (viii.) which states that “*Externally mounted signs or signs that project forward of the building envelope are not permitted*”. Despite the non-compliance in this case, the signage is considered supportable for the reasons that it meets all other criteria and general requirements under the LPP 3.1.2 – Signage Requirements and the building is not a heritage listed place. Furthermore, the signage proposed is considered to be a restrained sign primarily for the purpose of identifying the location of the business and support for the sign is therefore recommended.

## CONCLUSION

In summary, the main planning issues from the administration’s viewpoint and that expressed in the submissions in relation to the determination of the application are as follows:

- is the proposed use appropriate for the zoning?
- will the proposed business operate as stated in the application?
- is there sufficient on-site car parking for the proposed use?
- will any negative impact on the traffic safety and amenity of the surrounding area result if approval is granted.

It is considered the proposed sauna and ice bath facility is a suitable use to occupy the building and align with the objectives of the Mixed Use zone, subject to compliance with the recommended conditions of approval outlined in the report. Due to the nature of the use proposed the applicant will need to comply with the relevant environmental health and noise regulations. Conditions of approval and advice notes in this regard are recommended so the applicant is aware of these matters and achieves compliance. These matters are detailed in the officer recommendation.

The principal planning consideration is whether adequate parking has been provided on the site for the operation of the use as proposed in conjunction with the existing office use. It is considered that the worst case scenario (i.e., full attendance at each session and every patron requiring a bay) is unlikely to eventuate. If the business operates as stated and the cap is applied then the parking demand will likely be accommodated on site. Furthermore, as previously mentioned, over the past few years, the premises has been used as a public sauna with essentially the same number and layout of parking bays currently provided. While the applicant could accommodate additional

bays at the rear by removing the garden beds this is not considered a positive outcome or warranted due to the loss of screening vegetation and potential damage to a dividing wall between the commercial and residential lots.

It is therefore, recommended that a variation of the minimum parking requirement and a parking shortfall under LPS 3 of 6 to 7 bays be supported in respect to this application provided there is a cap restricting staff at no more than 1 person at any one time and the use of the sauna and ice bath facility to no more than 12 patrons attending at any one time (subject to the specified hours as outlined in the recommended conditions). The other recommended conditions of approval relate to minimising impacts on amenity for existing residents and businesses, primarily in relation to hours of operation and noise. Should the business operator not comply with the conditions imposed, the administration can take compliance action under the Planning and Development Act, 2005.

Given the matters discussed above and subject to support for all the conditions of development approval outlined in the officer recommendation it is recommended the Council approve the change of use, the proposed sign and the construction of the patio subsequent to development.

### 13.1 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

**Council Resolution** Choose an item. Click or tap to enter a date.

#### OFFICER RECOMMENDATION:

**That in accordance with the provisions of Local Planning Scheme No. 3 Council exercises its discretion to:**

- A. approve a use not listed in the Zoning Table of Local Planning Scheme No. 3 in accordance with Clause 4.4.2 (sauna and ice bath facility);**
- B. vary Clause 77 (D) of Schedule 2 - Deemed Provisions of the Planning and Development (LPS) Regulations, 2015 (as amended) to vary a minimum on-site parking requirement and allow a parking shortfall of 6 to 7 bays;**
- C. vary Local Planning Policy – 3.1.6 - Section 8 – All Properties – Advertising Signs – Principle (viii) to allow an externally mounted sign to project forward of the building envelope; and**
- D. grant approval subsequent to development for a patio at 128A George Street, East Fremantle;**

**for a change of use from office to sauna and ice bath facility at No. 128 and 128A (Lot 5 and 10) George Street, incorporating a sign and patio at No. 128A George Street, East Fremantle as indicated on plans dated 12 August 2024 and 16 August 2024 (sign) and additional information received on 16 August 2024 subject to the following conditions:**

- 1. The hours of operation for the sauna facility are limited to 5.00am to 9.00pm Monday to Sunday.**
- 2. No more than 12 patrons in total can utilise the sauna and ice bath facility at any one time over the course of the hours of operation between 5.00am to 9.00pm. Additional sauna rooms/ice baths or any intention to increase patron capacity or equipment cannot be undertaken without the further approval of the Council.**
- 3. No more than 1 staff member for the sauna and ice bath facility can be on site at any one time over the course of the approved hours of operation.**
- 4. The sauna, ice baths and associated amenities are not to occupy any additional floor space of the premises at 128 and 128A George Street, other than the floor space areas indicated on the plans submitted on 12 August 2024.**
- 5. The provision of 6 vehicle parking bays (which meet Australian Standard dimensions) being provided for the sole use of the staff and patrons of the sauna and ice bath facility for the time**



the use is in operation to the satisfaction of the Office of the CEO. Signage being installed to the satisfaction of the Office of the CEO to this effect to inform the public.

6. The provision of 1 vehicle parking bay (which meets Australian Standard dimensions) being provided for the office use at 128 George Street during the hours of 8.00am to 5.00pm and outside of these hours being available for the sole use of the staff and patrons of the sauna and ice bath facility for the time the use is in operation to the satisfaction of the Office of the CEO. Signage being installed to the satisfaction of the Office of the CEO to this effect to inform staff and patrons.
7. Identification of a car parking bay for people with a disability as required by the National Construction Code of Australia and to be in compliance with Australian Standard 2890 Part 6 to the satisfaction of the Office of the Chief Executive Officer.
8. The installation of three (3) bike racks in the rear car parking area. The location and design of the bike racks to be approved by the administration prior to installation.
9. The side entry gate to the rear parking area is to remain open or the rear parking area to remain accessible to patrons and staff during the approved operating hours of the office (No. 128 George St) and sauna and ice bath facility (No. 128A George St) to the satisfaction of the Office of the CEO.
10. Convex mirror(s) are to be installed within the lot boundary and near the vehicle accessway entrance onto George Street prior to the issue of an occupancy permit, to the satisfaction of the Office of the CEO to ensure adequate visibility of the road and footpath for vehicles and pedestrians at entrance to the rear car parking area to be in accordance with Australian Standard dimensions and to the satisfaction of the Office of the CEO.
11. The continued operation and maintenance of lighting installations which illuminate the car park and relevant entrances to the building to the satisfaction of the Office of the CEO and in accordance with the relevant Australian Standard.
12. A waste management plan is to be submitted for approval by the Office of the CEO. The approved waste management plan is to be always implemented and adhered to by the owners and managers of the development to the satisfaction of the Office of the CEO.
13. The commercial buildings to be kept clean and free of graffiti and vandalism at all times and any such graffiti or vandalism to be remedied within 24 hours to the satisfaction of the Office of the CEO.
14. Noise emissions from the premises shall comply with the provisions of the Environmental Protection (Noise) Regulations 1997. Given that sauna and ice baths are located externally, consideration needs to be given to patron and equipment noise. Any complaints received regarding noise will be investigated by the Town's Environmental Health Officer.
15. The proposed ice baths shall comply with the requirements of the Health (Aquatic Facilities) Regulations 2007 and the Code of Practice for the Design, construction, operation, management, and maintenance of aquatic facilities. The Department of Health Guidance Note 12 provides further advice in relation to ice baths for commercial and public use. The applicant is advised to contact the Town's Environmental Health Officer with regards to the aquatic facility as an approval or exemption will need to be sought from the WA Department of Health prior to use.
16. The works are to be constructed in conformity with the drawings and written information in relation to use accompanying the application for development approval other than where varied in compliance with the conditions of this development approval or with Council's further approval.

**17. This development approval is to remain valid for a period of 24 months from the date of this approval.**

**Advice Notes:**

- (i) The proposed ice baths shall comply with the requirements of the Health (Aquatic Facilities) Regulations 2007 and the Code of Practice for the Design, Construction, Operation, Management, and Maintenance of Aquatic Facilities. The attached Department of Health Guidance Note 12 provides further advice in relation to ice baths for commercial and public use.**
- (ii) The applicant/owner is advised that it is their responsibility to ensure that the proposed development complies with all other applicable legislation, local laws and / or licence / permit requirements that relate to the approved uses.**
- (iii) A copy of the approved plans as stamped by the Town is attached.**

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**REPORT ATTACHMENTS**

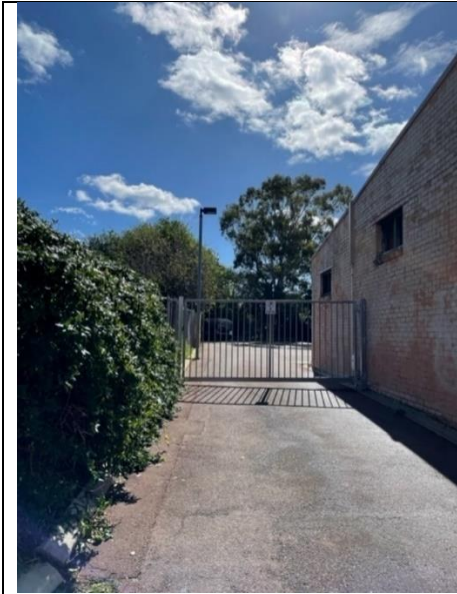
Attachments start on the next page.







Attachment -2  
Photographs – 128 and 128A George Street

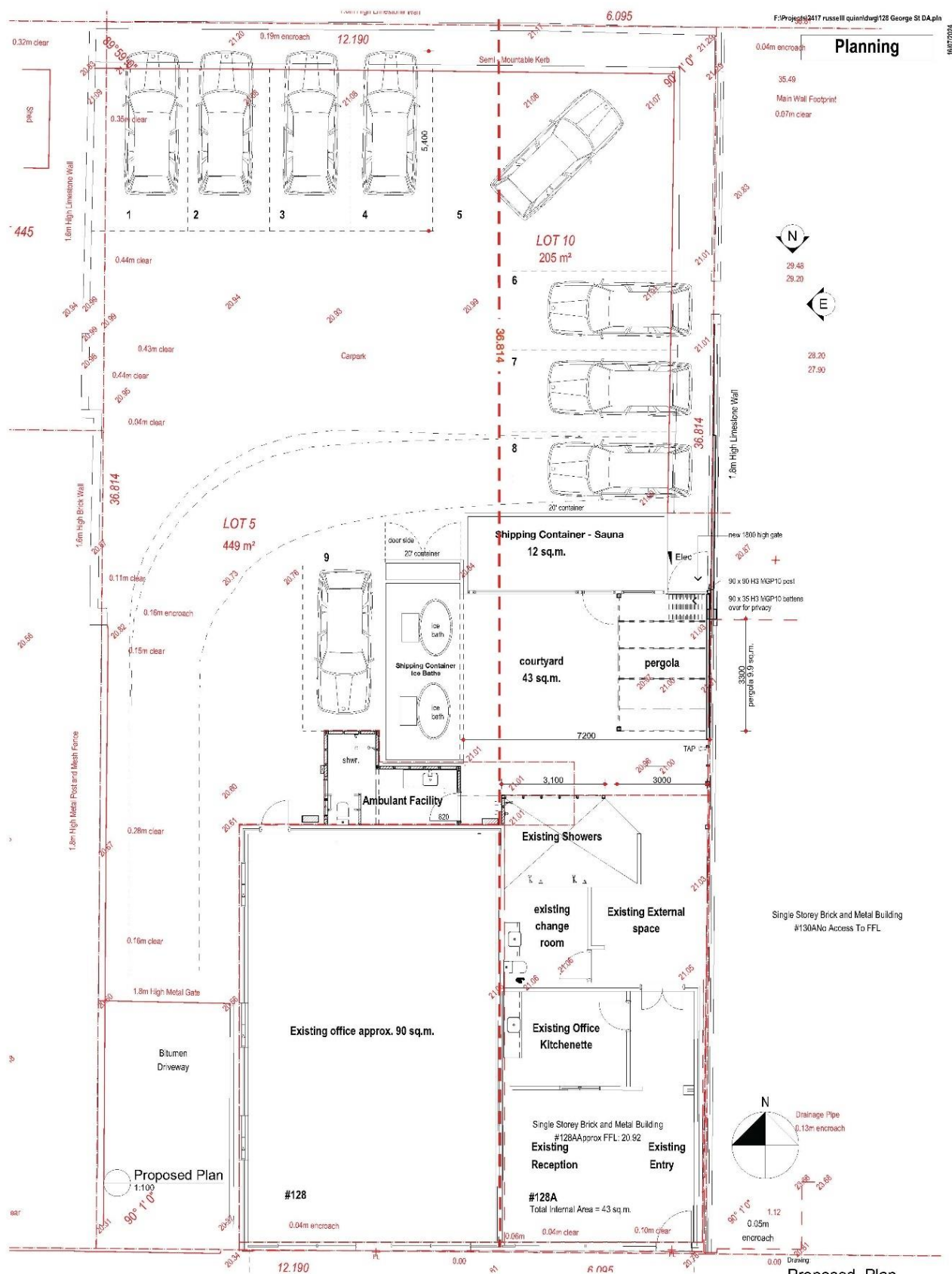








Attachment -3  
Plans – 128 and 128A (Lot 5 & 10) George Street



Proposed Plan

john  
**Chisholm design**  
environmental heritage contemporary  
0438 433 899  
info@chisholm.com.au  
www.chisholm.com.au

**Design Matters**  
National  
The peak body for the  
landscaping profession  
Member

Copyright

Project:  
Tribe Sauna + Ice  
128A George St.  
East Fremantle

2	planning	8/7/24	Date:	16/07/2024	Drawn:	JC
1	planning		Job No.:	2417	Tag No.:	A201
REV.	AMENDMENT	DATE	REV.	AMENDMENT	DATE	Rev
						2

The builder must verify all dimensions on site before commencing any work or shop dwgs.

## Schedule of Submissions

### Proposed Change of Use – 128 & 128A (Lot 5 & 10) George Street, East Fremantle

No.	Support / Object	Submission	Applicant Response	Officer Response and Recommendation
1	Conditional support/ Concerns	<p>The plan for the change of use application shows that there are 9 car bays. Under the Council's Scheme provisions 3 bays are required for the office use, which would leave 6 bays for the sauna and ice bath use with a proposed capacity limit of 12 people.</p> <p>These 9 bays are shown to be 5.4m long which is the minimum under the Australian Standards, however, every bay relies on parking over a semi-mountable kerb in order to comply.</p> <p>A visual inspection of the site shows that the "semi mountable kerb" is in fact a garden bed and therefore it is likely that the bays do not comply as they currently exist. Therefore, it is highly likely that the actual car bays that are compliant with Australian Standards would be 7 or less.</p> <p>As part of its approval for the same use at the Royal George Hotel, the Council recently imposed a condition which read as follow:</p> <p>"The premises must be inspected by the Town's Environmental Health Officer prior to opening.</p> <p>a. Prior to the submission of a building permit application, a Parking and Access Management Plan is to be submitted to and approved by the Office of the Chief Executive Officer with the following inclusions:</p> <p>b. provision of 17 on-site marked vehicle parking bays;</p> <p>c. identification of ACROD bay(s);</p> <p>d. effective and safe management of traffic movements to, from and within the car parking areas, including directional signage for deliveries and patrons;</p> <p>e. identification of clear and safe pedestrian access through the car park to the entries of the building; and</p> <p>f. vehicle parking bays, internal driveways and vehicle manoeuvring areas to be designed in accordance with AS2890.1-2004 parking facilities Part 1: Off Street Parking. The 85- percentile car turning template standard can be used to design non-standard vehicle manoeuvres."</p> <p>I would support the proposal based on the following amendments:</p> <p>1. The Council should apply this same condition on the car parking that it did at the Royal George for the exact same use at 128 and</p>	<ul style="list-style-type: none"> <li>The premises were inspected by the Town's Environmental Health Officer on 29 August 2024.</li> <li>This application for change of use is not comparable to 34 Duke Street for various reasons, whilst acknowledging that they are both for sauna businesses;</li> </ul> <p>-34 Duke Street is a large multi-level mixed use building, which has the capacity to expand considerably in size whilst 128A George Street is a single level 43m<sup>2</sup> building.</p> <p>- 34 Duke Street will require multiple building permits and approvals for new mixed uses as they occur, which in turn will require to have parking requirements (future consideration), whilst the application for 128A George Street is for a single use, with no large vacant floor area for alternative/future land use(s).</p> <p>- The property had been operating as a sauna business for 2 years without complaints associated with noise, parking or traffic movements during its operation and no major works or variation/modification to the building is being sought (i.e., building permit).</p> <p>- Parking that has been in place at 128 and 128A George Street has been in use for many years, with no complaints to date and has been previously endorsed as compliant under the Local Planning Scheme No. 3. The car park served its purpose under the ownership of the Town of East Fremantle and remains unchanged.</p> <p>- The parking layout does not form part of this application, as it exists and has previously been approved by Council.</p> <ul style="list-style-type: none"> <li>Whilst we believe it is not required by this application, it is noted the removal of the garden bed is not deemed necessary. The landscaped area has been in place for many years and comprises of mature vegetation. The landscape strip serves the purpose of softening the hardscape of the car park; and includes 3 advanced Jacaranda trees.</li> <li>The car parking is existing and not 'new' - the application is to seek use of 'existing' car parking – this is not an application for car parking construction (i.e., retrospective approval – noting it has previously been approved and was built in accordance with that).</li> <li>We acknowledge that the landscaping strip would need to be removed in order to count all existing 9 car bays as compliant, for that reason we accept the reduced number of car bays to 7 as removal of this landscape area would be to the detriment of the George Street Precinct and adjoining neighbours with greenery and vegetation being a key consideration for all Councils.</li> <li>Therefore, a total of 6 of the 7 car bays during off peak times, (8.00am -5.00pm) are allocated 'solely' for the sauna operation which is compliant under WAPC Interim guidance document. During peak periods, (5.00am -8.00am and 5.00pm – 9.00pm) where the sauna parking demand is at its highest, the reciprocal use of</li> </ul>	<p>The Town's Technical Services section has reviewed the plan in relation to parking bay dimensions, layout and access. It was noted that 8 of the 9 bays as indicated do not comply with Australian Standard dimensions. The garden bed on the perimeter of the northern and eastern boundary of the lots prevents the line marking of 8 correctly dimensioned bays. In order to comply with Australian Standard dimensions only 6 bays can be provided perpendicular to the northern and eastern boundaries (i.e., the current layout). The isolated bay at the rear of the ice bath facility can still be provided, indicating a total of 7 bays.</p> <p>The application has been assessed and a recommendation to Council provided based on 7 bays which can meet AS and being currently available within the rear parking area.</p> <p>In respect to this application, the National Construction Code requires identification of a car parking bay for people with a disability which must be in accordance with AS 2890 Part 6. This bay is provided as a bay within a parking area and not required as an additional bay. This bay can be accommodated on-site and it is recommended that the requirement be imposed as a condition of approval.</p> <p>This parking area is not a public car park. It is located on private property to which the public has access.</p> <p><u>Recommendation:</u> That the concerns raised in the submission in relation to parking and associated matters concerning conditions of approval are not upheld. These matters have been addressed in the Officer report and conditions of development approval which the administration considers appropriate have been recommended to be imposed on a development approval.</p>



No.	Support / Object	Submission	Applicant Response	Officer Response and Recommendation
		<p>128A George Street. That is, at a bare minimum, there should be 1 ACROD bay and compliance with Australian Standards;</p> <p>2. The Council should also require that the garden bed be removed and replaced with a semi mountable kerb as shown on the drawing;</p> <p>3. It is highly likely that a compliant parking design would result in less than 9 bays. If this does occur, then the capacity for the sauna and ice bath should be reduced accordingly. For example, if there were in fact 7 compliant bays, then there would be only 4 bays available for the sauna and ice bath use after deducting the 3 bays required for the office space. In this circumstance the capacity should be reduced to 8 people.</p> <p>4. Based on the fact the use is already operational, it would be impractical for the Council to impose these as prior to occupancy conditions. Therefore, until such time as the conditions are implemented the sauna and ice bath should be limited to a capacity of 6 people, with 12 people only permissible when the conditions have been implemented and compliant parking of at least 9 bays provided (including 1 ACCROD bay).</p>	<p>the remaining 1 bay (used by the abutting 'Office' during non-peak period) will occur. Therefore 100% of parking, seven (7) will be used by the sauna business during peak period of 5am-8am &amp; 5pm-9pm) which provides a surplus. Therefore, we are requesting capacity to be limited to 12 (whilst counting 6 car bays).</p> <ul style="list-style-type: none"> <li>Under the WAPC interim guidelines, 128 only requires 1 car bay so in summary 6 bays are allocated to Sauna usage at 128A and 1 car bay allocated to 128 (office) for the total of 7 car bays.</li> </ul>	
2	Object	<p>The car parking of 9 bays is not sufficient and the design of the bays does not appear to comply with Australian Standards for access or turning movements.</p> <p>There should also be an ACROD bay provided as well as a dedicated turn around bay, meaning the actual car parking numbers are probably 6 or 7 at best.</p> <p>The capacity of the sauna and ice bath facility should be reduced accordingly to reflect the true number of compliant bays that can be provided.</p> <p>At a bare minimum, the Council should be requiring that new car parks comply with Australian Standards which this clearly does not.</p>	Refer to response to Submission 1.	Refer to response to Submission 1.
3	Support	I have watched the operations of this business and support the application. The operators are clearly community focused as evident by the number of locals who walk to the venue. The business has now also provided parking at the rear.	Comments noted.	<p>Comment noted.</p> <p><u>Recommendation:</u> That the Officer Recommendation be supported.</p>
4	Support	<p>I am in total support of the Tribe Sauna. I have been using the sauna for the last 18 months and it totally has changed my life. I have suffered from anxiety in past and this had helped me immensely. The sauna also provides a sense of community as I meet like-minded people from the neighbourhood in the space.</p> <p>The space is easily accessible and the off street parking is a bonus, although I do tend to walk most days.</p> <p>The applicants have created a wonderful wellness hub for us all to enjoy. Their community spirit transcends like no other. What a treat</p>	Comments noted.	<p>Comment noted.</p> <p><u>Recommendation:</u> That the Officer Recommendation be supported.</p>

No.	Support / Object	Submission	Applicant Response	Officer Response and Recommendation
		to have on our doorstep and for the community to discover the wonder of the sauna and ice bath. We are very lucky.		
5	Support	<p>The previous existence of the business did not pose a problem to the Town nor residence. In general, it is the same activity with far greater off-street parking than was provided by the previous business. The level of parking is more than adequate given peak times are outside of business hours.</p> <p>The level of compliance of current development conditions and although not needed future building conditions seem to be complied with.</p> <p>Given the Royal George venue advertising was not correctly undertaken (further advertising should have been undertaken) and allowed to double its advertised level I cannot see where compliance of the above would hinder locals to the extent the Royal George facility will.</p>	Comments noted.	<p>Comment noted.</p> <p><u>Recommendation:</u> That the Officer Recommendation be supported.</p>
6	Support	<p>We are writing as an adjoining property owner to confirm that we have absolutely no objections regarding the aforementioned development application.</p> <p>We support this business and believe it works harmoniously with other businesses within the George Street precinct and the neighbouring residential properties.</p> <p>The property owner is to be commended, as the recent improvements undertaken have been completed to a very high standard and have improved the street appeal of this property.</p> <p>There is no doubt that the rear car parking is working far more efficiently than previously, as it is now clearly signed, offers security lighting and therefore is more secure for the sauna patrons.</p> <p>We look forward to using the state of the art sauna and ice bath facilities that are now on offer on our doorstep.</p>	Comments noted.	<p>Comment noted.</p> <p><u>Recommendation:</u> That the Officer Recommendation be supported.</p>
7	Support	<p>I would like to advise you that since Tribe has been open and operating in the street at our end, it has been well activated with a great number of locals and clientele enjoying both Tribe and as a result our own establishment and also, I can see they support the other business adjacent to us (Pizza Shop, Cakery &amp; Coffee). This has been a great addition to George street and adding more vibrancy to this end of the street and helping to activate the "Mixed Use" concept that the residents &amp; council promote &amp; want.</p> <p>The openness from the street front and friendly nature of the business helps support the area.</p> <p>Additionally, the customers and the parking has had no impact and in fact something I have noticed with the carpark at the rear of the building being open and used by the Tribe customers has helped the street.</p> <p>I have even noticed the Staff from Tribe use their car parking area. This is great as a business owner in the street for over 20 yrs. It is good to see.</p>	Comments noted.	<p>Comment noted.</p> <p><u>Recommendation:</u> That the Officer Recommendation be supported.</p>

No.	Support / Object	Submission	Applicant Response	Officer Response and Recommendation
		<p>Unfortunately, the previous tenants and operators used to park on the street when I knew they had access to the rear of the building. This added more cars to an already busy street. Again, I notice the operators of the newly renovated Royal George hotel choose to park in the street when again they have "off street" parking, This is a concern as only 2 of the many businesses that are due to open are not even in operation yet? I know this as they park in front of our business.</p> <p>I hope and trust the building owners of the Royal George and operators with the council have a strategic plan to build more car bays on their large site.</p> <p>Again, it is great to see Tribe, a new well balanced business that is unique to George Street and helps by servicing the local community at its core.</p>		
8	Support	<p>There is a great community focus of the business, which is supportive and collegiate with other local business owners on the street. We wish them well.</p> <p>It is great that the car park behind the premises is now open for patron use and there has been sufficient parking noticed along the street.</p>	Comments noted.	<p>Comment noted.</p> <p><u>Recommendation:</u> That the Officer Recommendation be supported.</p>
9	Object	<p>Attached is a photo from Tribe's Instagram page which purports that as a business they are "Inclusive, supportive and welcoming.... that supports the wellbeing of Every Body"</p> <p>If this were in fact true, then they would provide an ACROD bay to truly be "inclusive, supportive and welcoming" for "Every Body".</p> <p>They are a business open to the public with a public car park that has no parking for people with disabilities. This is not "inclusive, supportive and welcoming". It is blatantly discriminating and as a community we should be beyond this.</p> <p>From what I can tell, the nearest publicly available ACROD bay is in the new car park at the Royal George.</p> <p>It seems the businesses in this building are truly "Inclusive, welcoming and supportive" as they actually accommodate Every - Body and not just the Able Bodied.</p>	Refer to response to Submission 1.	Refer to response to Submission 1.
10	Object	<p>The plan that has been advertised is not consistent with what is already built on site and is very misleading to the community about how many car bays can be provided on-site.</p> <p>A part of the pre-existing car park has already been built on and, with the change of use, it is now being converted from a private car park for office tenants to a public car park predominantly used by the customers of the sauna and ice bath facility. This is a business that is open to any and all members of the public.</p>	Refer to response to Submission 1.	Refer to response to Submission 1.

No.	Support / Object	Submission	Applicant Response	Officer Response and Recommendation
		<p>Given the above, the new car park arrangement should be made to comply with Australian Standards for public car parking including provision of an ACROD bay.</p> <p>To not provide an ACROD bay would discriminate against people with disabilities who may otherwise intend to use the sauna and ice bath facility. A facility that - if they could access - could be very beneficial for their health and wellbeing.</p> <p>The reason for my objection can be summarised as follows:</p> <ul style="list-style-type: none"> <li>- Firstly, even if you ignore the fact the advertised plan is misleading, the proposal discriminates against disabled persons by not providing an ACROD bay; and</li> <li>- Secondly, if they did provide an ACROD bay this would further reduce the bays and there would be insufficient on-site parking to support the change in use proposed.</li> </ul>		
11	Support	<p>I am writing to express my strong support for the Business Tribe Sauna located at 128A George Street, East Fremantle. As both a resident of Duke Street and the owner of Harper's Emporium at 88 George Street, I have observed firsthand the positive impact that Tribe Sauna has had on our community.</p> <p>The addition of Tribe Sauna to George Street has truly added vibrancy to the area. The facility has revitalized the building, with the front façade now looking fresh and inviting after a thorough cleanup and repainting. Importantly, the business has been very mindful of the local community, offering ample parking at the rear of the building, which effectively alleviates any potential frustrations related to parking.</p> <p>The membership cap of 12 is thoughtfully designed to keep the experience intimate and manageable, ensuring that there is no strain on local resources. Furthermore, the operating hours of 5 am to 9 pm are considerate of both residents and local businesses. The early morning hours are particularly beneficial for those who need to start their day early, allowing them to enjoy a sauna session before work or school. Similarly, the later hours, especially from 8 pm to 9 pm, provide flexibility for families with evening commitments, offering them a chance to relax after their day's activities.</p> <p>As a parent of an athlete, I can personally attest to the benefits Tribe Sauna offers. My son, who incorporates ice baths into his training routine, has found the facility to be an invaluable resource. The option for teens to access the sauna with an adult is a thoughtful provision that supports the health and well-being of our younger community members.</p> <p>From a business perspective, Tribe Sauna has been a wonderful addition to George Street, bringing more foot traffic to the area and boosting local commerce. I've noticed increased customer flow at neighbouring businesses with Alchemy, Pronto Pilates and Tribe</p>	Comments noted.	<p>Comment noted.</p> <p><u>Recommendation:</u> That the Officer Recommendation be supported.</p>

No.	Support / Object	Submission	Applicant Response	Officer Response and Recommendation
		<p>clients enjoying local businesses. Eugene's Coffee, which recently added a second staff member to keep up with the demand.</p> <p>Additionally, the collaborative spirit of Tribe Sauna is evident in their generosity—providing free passes to clients of Savvy, Atelier, and Harper's Emporium to encourage them to try the sauna further keeping our customers on the Street and more regularly.</p> <p>In conclusion, Tribe Sauna has brought new energy to George Street, fostering a sense of community while supporting local businesses. I strongly believe that their presence benefits East Fremantle and I fully support their continued operation.</p>		
12	Concerns	<p>The current use of the car park was originally as private tenant bays for an office tenancy – the conversion of this car park for public use servicing a sauna and ice bath business that is open to any member of the public should mean that the car parking is compliant with relevant Australian standards including the provision of an ACROD bay.</p> <p>The car park has been materially changed by the construction of the new facility that has been built on part of the carpark which gives further reason to the carpark being made compliant with relevant public carparking standards.</p> <p>If this is to go through with relevant public car parking standards there would be a significant reduction in car bays. Given the requirements for car parking for the office lease this would leave limited bays for the ice bath venue.</p>	Refer to response to Submission 1.	Refer to response to Submission 1.
13	Support	<p>I live/own the terrace at 50 King Street and recently the Tribe sauna has opened in the location at George Street which backs on to my property. This has been great and has added to the community feel and ambience of the area. Noteworthy also is that the car parking in the street is much improved, as with opening this new sauna they have provided car parks for customers behind the sauna.</p> <p>It has come to my attention that seems to be some issues with another business being obstructive to Tribe which since they also operated a sauna and ice bath from the same location seems to be anti-competition rather than what is best for the community. The catchment area is large and I do not understand the notion that only one such facility can be there, as there is more than one restaurant in George Street.</p> <p>The whole situation seems like a complete waste of everyone's time and taxpayer money, arguing about using a building for the same purpose it has been used previously, and not created any issues within the precinct with the community members and rate payers, to my knowledge.</p>	Comments noted.	<p>Comment noted.</p> <p><u>Recommendation:</u> That the Officer Recommendation be supported.</p>
14	Support	As a local, I love the community focus of the business. It is a delight to gather at Tribe and there is also sufficient parking for any non-locals who attend.	Comments noted.	<p>Comment noted.</p> <p><u>Recommendation:</u> That the Officer Recommendation be supported.</p>

No.	Support / Object	Submission	Applicant Response	Officer Response and Recommendation
		<p>As a neighbour the business is discreet in its operations and a great addition to the neighbourhood. I have used the Sauna and Ice Bath services at this location for many months. I find Tribe Sauna to be always welcoming – it is a service that benefits my well-being greatly.</p> <p>It is wonderful having it just across the road and I wish the business owners all the success.</p>		

## 13.2 55 CANNING HIGHWAY - CHANGE OF USE - SHORT TERM RENTAL ACCOMMODATION

<b>Report Reference Number</b>	OCR-3052
<b>Prepared by</b>	James Bannerman
<b>Supervised by</b>	Andrew Malone
<b>Meeting date</b>	Tuesday, 17 September 2024
<b>Voting requirements</b>	Simple majority
<b>Documents tabled</b>	Nil

**Attachments**

1. Location and Advertising Plan
2. Photos
3. Plan
4. Heritage Place Record

**PURPOSE**

The purpose of this report is for Council to consider a development application (DA P078/24) for a change of use for short term rental accommodation (STRA) at 55 (Lot 1) Canning Highway, East Fremantle.

**EXECUTIVE SUMMARY**

The applicant is seeking Council approval for the operation of short term accommodation within a studio located at the rear of a Category A heritage listed two storey dwelling. STRA is an unlisted use within the Town's Local Planning Scheme No 3 (LPS3) and as such requires the approval of Council.

In this case the applicant/owner has previously had approval for the operation of short term accommodation (DA P024/19), but allowed it to lapse in 2023. The applicant/owner of the residence intends to continue to reside at the front dwelling while guests stay in the studio at the rear. The studio which was previously approved by the Town (DA P1/13) and is fully equipped for short term accommodation with a kitchenette, bathroom and toilet on the ground floor with beds located on the ground and upper storey.

It is noted that the regulations around hosted STRA (the operator of the business lives on site) are being changed by the State government such that a development application will not be required in the future (expected to be in January 2025), however, until then this development application is required to be considered by Council.

It is considered that the proposal can be supported subject to the conditions included in the final recommendation.

**BACKGROUND**

<b>Zoning</b>	Mixed Use
<b>Site area</b>	187m <sup>2</sup>
<b>Heritage</b>	Category A (Local Planning Scheme No 3 Heritage List)
<b>Fremantle Port Buffer</b>	Yes but no physical development so no requirements imposed
<b>Previous Decisions of Town and/or History of Issue</b>	P1/13 – development approval granted for alterations and additions - 4 February 2014 P024/19 – development approval granted for short term accommodation – 20 May 2022

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## CONSULTATION

### Advertising

Advertising was undertaken from 20 August to 4 September 2024 with the surrounding properties in accordance with the attached Location and Advertising Plan (Attachment 1). No submissions were received.

### External Referrals

Nil

### Internal Referrals

Nil

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## STATUTORY ENVIRONMENT

*Planning and Development Act 2005*

*Town of East Fremantle Local Planning Scheme No. 3 (LPS No. 3)*

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## POLICY IMPLICATIONS

Nil

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## FINANCIAL IMPLICATIONS

Nil

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## STRATEGIC IMPLICATIONS

The Town of East Fremantle Strategic Community Plan 2020-2030 states as follows:

### Built Environment

Accessible, well planned built landscapes which are in balance with the Town's unique heritage and open spaces.

3.1 Facilitates sustainable growth with housing options to meet future community needs.

3.1.1 Advocate for a desirable planning and community outcome for all major strategic development sites.

3.1.2 Plan for a mix of inclusive diversified housing options.

3.1.3 Plan for improved streetscapes.

3.2 Maintaining and enhancing the Town's character.

3.2.1 Ensure appropriate planning policies to protect the Town's existing built form.

3.3 Plan and maintain the Town's assets to ensure they are accessible, inviting and well connected.

3.3.1 Continue to improve asset management within resource capabilities.

3.3.2 Plan and advocate for improved access and connectivity.



## RISK IMPLICATIONS

### RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That Council does not approve the proposed development and the decision is appealed to SAT	Unlikely (2)	Minor (2)	Low (1-4)	COMPLIANCE Minor regulatory or statutory impact	Accept Officer Recommendation

### RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

### RISK RATING

Risk Rating	4
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

### SITE INSPECTION

An external site visit was undertaken by the author.

### COMMENT

#### Statutory Assessment

The applicant/owner is seeking Council approval for the operation of hosted short term rental accommodation (STRA) at 55 (Lot 1) Canning Highway East Fremantle. The accommodation would operate from a previously approved two storey studio at the rear of a Category A heritage listed double storey dwelling (DA P1/13). The site is within a mixed use zone. The applicant/owner lives in the main building at the front of the site and operates the accommodation.

In this case the applicant/owner has previously had approval for the operation of short term accommodation (DA P024/19), but allowed it to lapse in 2023. The applicant/owner of the residence intends to continue to reside at the front section of the dwelling while guests stay in the studio at the rear. The studio is fully equipped for short term

accommodation with a kitchenette, bathroom and toilet on the ground floor with beds located on the ground and upper storey.

The heritage status of the property should not be seen as an obstacle to the change of use to STRA. By approving the rear studio for use as STRA it allows the heritage nature of the site to be enjoyed by visitors. In addition, there are no physical changes to the heritage building on site as a result of the operation of this proposed STRA.

The State government has created a new regulatory framework for STRA which is set to be introduced in full by early 2025. Under this new regime hosted STRA do not require development approval, but all STRA must be registered to operate with Department of Energy, Mining, Industry Regulation and Safety (DEMIRS). By 1 January 2025 it will be mandatory for STRA operators to have registered their accommodation with DEMIRS. It is noted that the regulations around hosted STRA are changing such that a development application will not be required, however, until this time this development application is required to be considered by Council.

The proposal has been assessed against provisions of the Town's Local Planning Scheme No 3 (LPS3) and the *Planning and Development (Local Planning Schemes) Regulations 2015* as well as the relevant sections of the Department of Planning Lands and Heritage's *Position Statement – Planning for Tourism*.

STRA is an unlisted use within LPS3 and as such requires the approval of Council. Council does not have any specific policies or local laws that regulate STRA. The proposed STRA is an "unlisted use" within a residential zone according to LPS3, however, local government may "determine that the use is consistent with the objectives and purposes of the particular zone and is therefore permitted" (clause 4.4.2a of LPS3).

The application has been assessed with regard to the impact that the use could have on surrounding neighbours and conditions imposed accordingly. It is recognised that some of the requirements that are part of this assessment will become irrelevant once the full extent of State government regulations are implemented and amendments are made to the Town's local planning scheme.

Section 67 of the *Planning and Development (Local Planning Schemes) Regulations 2015* refers to matters to be considered by local government. In the words of the regulations;

*In considering an application for development approval the local government is to have due regard to the following matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application —*

- (a) the aims and provisions of this Scheme and any other local planning scheme operating within the Scheme area;*
- (n) the amenity of the locality including the following- (ii) the character of the locality;*
- (r) the suitability of the land for the development taking into account the possible risk to human health or safety;*
- (s) the adequacy of — (i) the proposed means of access to and egress from the site; and (ii) arrangements for the loading, unloading, manoeuvring and parking of vehicles;*
- (t) the amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;*
- (v) the potential loss of any community service or benefit resulting from the development other than potential loss that may result from economic competition between new and existing businesses;*
- (x) the impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals;*
- (y) any submissions received on the application;*
- (zb) any other planning consideration the local government considers appropriate.*

The proposed short term accommodation will be carried out in the Mixed Use Zone as defined by LPS3. The aims of the Mixed Use zone include;

- *To provide for a limited range of commercial, civic and community facilities to meet the day to day needs of the community, but which will not prejudice the amenities of the neighbourhood;*
- *To ensure future development within each of the Mixed Use Zones is sympathetic with the desired future character of each area, and that a significant residential component is retained as part of any new development;*
- *To promote the coordination of development within each of the Mixed Use Zones and to facilitate the safe and convenient movement of pedestrians to and within the area;*
- *To ensure the location and design of vehicular access and parking facilities do not detract from the amenities of the area or the integrity of the streetscape*

It is noted that the proposed STRA will operate from a site that is adjacent to Canning Highway and over the road from the Trade Winds Hotel. It is close to public transport and high quality pedestrian footpaths to the surrounding area and within 280m of the George Street commercial precinct. There are no physical changes to the existing building on site or the streetscape as a result of the operation of the proposed STRA.

The following issues are relevant to the determination of this application:

- impact on residential amenity;
- number of people accommodated;
- adequacy of car parking; and
- management of the property.

The short term accommodation (as previously operated) had minimal impacts on the amenity of surrounding properties and it is considered this proposal will be the same, if matters including car parking, signage and noise, are well managed.

#### Management Plan

The applicant provided a management plan that describes the processes related to the operation of the proposed STRA. The Town will require the owner of the business to explain key elements of the management plan to guests including;

- that parking is not available on site and that public transport is located nearby on Canning Highway
- emergency evacuation procedures
- reminder that the premises are surrounded by residential dwellings and that noise is to be kept to a minimum after 10.30pm and before 7am
- waste is to be collected in the Town provided rubbish bins.

#### Car Parking

As short term accommodation is an unlisted use there are no specified parking standards. Although parking can be at a premium along Hubble Street which is adjacent to the subject site, the property currently does not have parking, and a previous development application for alterations and additions was approved without the requirement for onsite parking.

The property is located within Plympton precinct, which was originally established in an era when cars were not the predominant mode of transport. The Town's own local planning policy, the Residential Design Guidelines, states that street parking is an acceptable development outcome for existing dwellings where it is not provided on site.

In line with the Residential Design Code reduced parking provision is an acceptable outcome if proposed development occurs in close proximity to major public transport routes. In this case the property is located on Canning Highway which has high frequency bus services provided by Transperth. Guests may choose to utilise public transport and therefore will not require car parking. Alternatively, if they have a car then there is on street parking located along Hubble Street. It is stated on the management plan that guests will be informed that there is no off

street parking and bus stops are located a short walk from the premises. A condition will be recommended that car parking is not reserved, but available on the street and users are not to park on the verge.

#### Signage

It is essential that issues that impact on the amenity of surrounding residents are mitigated, including matters such as excessive signage and advertising, which can create visual pollution. No signage is referred to in the development application. As such any requirement for signage should be addressed by the applicant through a separate development application at a later date. This is stated as a condition in the final recommendation.

#### Noise

Noise is a legitimate concern for surrounding residents of the proposed short term accommodation. It is considered that the day to day operations of the short term accommodation should not exceed normal household levels and the presence of the applicant/owner at the property while the rear studio is being used as short term accommodation will increase the likelihood that guests will not become too noisy. It is a requirement that all short term accommodation submit a management plan which outlines how the operator will manage noise. In this case it is stated that noise is to be kept to a minimum after 10.30pm. If there is a problem with noise it can be addressed initially by the operator. A condition will be recommended that requires the operator to make guests aware of the key elements of the Management Plan including noise.

It has to be recognised that the proposed short term accommodation is being operated from a site that is adjacent to the Tradewinds Hotel and other businesses operating along Canning Highway and George Street, as well being in close proximity to Fremantle Harbour. Noise, light, vehicle traffic, and odour are produced from these uses which can have an impact on surrounding properties, but also may be in excess of the noise produced by the subject site operating STRA.

#### Additional Conditions

Conditions relating to both residual current devices (RCD) and smoke alarms are included as part of the final recommendation to increase the level of safety for future guests at the STRA.

#### Time Limit for Approval

A time limit of 12 months will be recommended as a condition of approval. However, this will fall away as a result of future state government regulation not requiring development approval to be sought as part of the operation of STRA.

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### CONCLUSION

Based on information supplied by the applicant, as well as past experience dealing with the previous development applications for development at 55 (Lot 1) Canning Highway the change of use for STRA can be supported subject to the recommended conditions of development approval.

It is noted that there are multiple properties within residential zones in East Fremantle that are currently approved for use as STRA. This proposal is no different to these and represents a relatively low risk consideration based on the information supplied by the applicant.

It will have minimal impact on the amenity of the nearby neighbourhood providing the management plan is adhered to and matters considered in this report are addressed by way of the recommended conditions of development approval. It is noted that when the subject site was operating previously as STRA there were no reported issues or complaints received.

It is expected that once the new planning regulations to deal with hosted STRA are introduced this proposal will not require development approval, however, for the time being development approval is required from Council for this unlisted use.

Based on the preceding assessment approval to operate the STRA can be supported subject to the conditions included in the final recommendation.

### 13.2 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

**Council Resolution** Choose an item. Click or tap to enter a date.

#### OFFICER RECOMMENDATION:

That development approval for the change of use to operate short term rental accommodation be granted by Council at No. 55 (Lot 1) Canning Highway, East Fremantle, in accordance with correspondence and plans received on 19 August 2024, subject to the following conditions:

- (1) The maximum permitted accommodation is four (4) people.
- (2) Hard wired smoke alarms as required by the National Construction Code are to be installed and proof of the instalment is to be provided to the Town to the satisfaction of the Chief Executive Officer and prior to the short term accommodation commencing operations.
- (3) Residual current devices are to be provided to all power points and lights switches within the short term rental accommodation and proof of installation is to be provided to the satisfaction of the Chief Executive Officer and prior to the short term accommodation commencing operations.
- (4) No occupants' vehicles are to be parked on the Council verge. On-street parking is subject to availability, but not reserved.
- (5) The operator of the business is to advise guests of key elements of the management plan including;
  - (i) that suitable parking is not available on site and that public transport is located nearby on Canning Highway,
  - (ii) the emergency evacuation procedures,
  - (iii) that the premises are surrounded by residential dwellings and that noise is to be kept to a minimum after 10.30pm and before 7am,
  - (iv) waste is to be disposed of in the Town provided rubbish bins.
- (6) Approval is for a period of 12 months only from the date of this approval (subject to changes in State government planning regulations for short term rental accommodation).
- (7) The approval may be revoked by Council, prior to the expiry of the 12 month period referred to in (6) above, if any adverse impacts involving noise, anti-social behaviour, waste removal, security or parking are unable to be controlled by the applicant/owner or their representative in a timely and effective manner and which is to Council's satisfaction.
- (8) This planning approval does not include any planning approval for signage or advertising. A separate development application is to be submitted for signage and advertising for the consideration of the Town.

#### Footnote:

*The following are not conditions but notes of advice to the applicant/owner:*

- (a) *This decision does not include acknowledgement or approval of any unauthorised development which may be on the site.*
- (b) *A copy of the approved plans as stamped by Council are attached.*
- (c) *An annual renewal fee is required to be paid prior to the expiry date to enable continuation of the short term rental accommodation (subject to changes in State government regulations).*
- (d) *The applicant is to ensure that the short term rental accommodation is registered with the State government and complies with relevant State government regulations.*

### REPORT ATTACHMENTS

Attachments start on the next page



Location and Advertising Plan

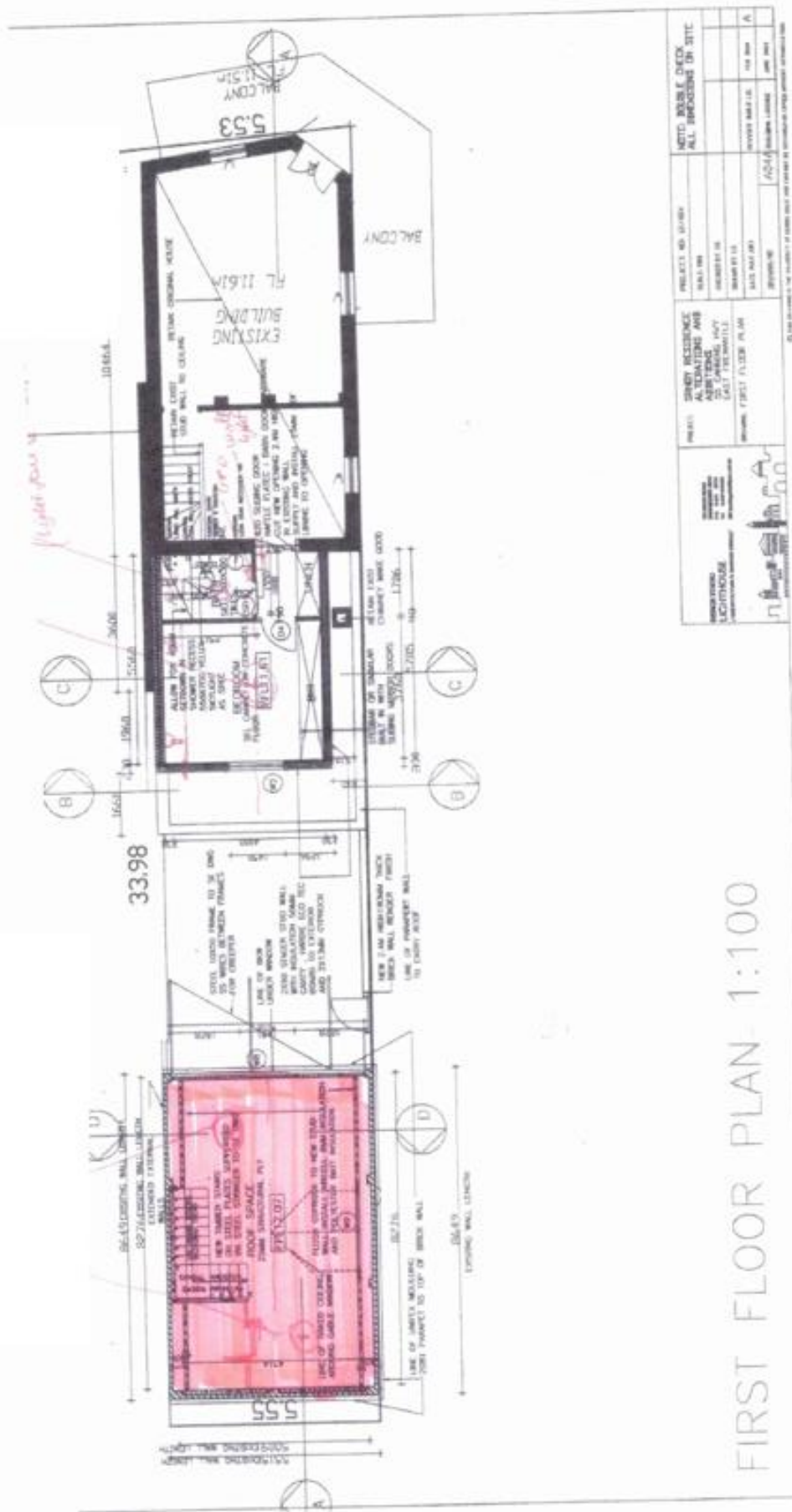


**Photos**









**PLACE RECORD FORM**

PRECINCT	Plympton
ADDRESS	55 Canning Highway
PROPERTY NAME	N/A
LOT NO	Lot 1
PLACE TYPE	Commercial
CONSTRUCTION DATE	C 1896
ARCHITECTURAL STYLE	Federation Filigree
USE/S	Original Use: Shop and residence/ Current Use: Commercial/ Residential / Short term accommodation
STATE REGISTER	N/A
OTHER LISTINGS	N/A
MANAGEMENT CATEGORY	Category A
PHYSICAL DESCRIPTION	<p>No 55 Canning Highway is a commercial building constructed of brick with rendered details. Low-pitched corrugated iron roofs are concealed by masonry parapets. It is a fine expression of the Federation Filigree style. The street elevations are arranged to accommodate the corner shopfront and display windows. A dominant feature is the skillion roofed verandah that runs along both street frontages. The verandah is detailed with cast lacework. Above the verandah line is a rendered brick parapet with an articulated line that includes one top pediment.</p> <p>Some walls have been rendered.</p>

	<p>Significant alterations and additions have occurred to the rear of the commercial part of the building and a separate ancillary dwelling has been constructed at the southern end of the site. The boundary walls remain.</p> <p>The place is consistent with the pattern of development in Plympton and plays an important role in the pattern of development of a working class suburb.</p>
HISTORICAL NOTES	<p>Plympton is a cohesive precinct where most of the places were constructed in the late nineteenth century and the first quarter of the twentieth century. It is comprised primarily of homes for workers and their families with a high concentration of small lots with timber, brick and stone cottages.</p> <p>Commercial premises were established on Canning Highway and George Street. The George Street commercial strip developed within a decade of the residential development in surrounding streets.</p>
OWNERS	Unknown
HISTORIC THEME	Demographic Settlements and Occupation - Land Subdivision and Commercial Development
CONSTRUCTION MATERIALS	<p>Walls – Brick and render</p> <p>Roof - Corrugated roof sheeting</p>
PHYSICAL SETTING	<p>Building is located on a prominent street corner, built to its boundaries and has imposing verandahs, which makes it a prominent minor landmark.</p> <p>In 2014 additions to the rear were constructed which comprise extensions to the rear of the main commercial building and additions to an existing shed for use as an ancillary dwelling at the southern end of the lot which is used for short term accommodation.</p>
STATEMENT OF SIGNIFICANCE	<p>No 55 Canning Highway is a two storey building constructed of painted brick with an iron roof. The ground floor is a commercial premises with a residence over it. The place has historic and aesthetic value with its contribution to Plympton's commercial strip and associated buildings. It contributes to the local community's sense of place.</p> <p>The place is a minor landmark on Canning Highway.</p> <p>The place has considerable heritage value for its intrinsic aesthetic value as a Federation Filigree commercial premises. It retains a moderate to high degree of authenticity and a high degree of integrity.</p>
AESTHETIC SIGNIFICANCE	No 55 Canning Highway has exceptional aesthetic value as a fine Federation Filigree style commercial building. It retains most of the characteristic features of a combined shop and residence of the type and period.
HISTORIC SIGNIFICANCE	No 55 Canning Highway has some historic value. It was part of the suburban residential development associated with the expansion of East Fremantle during the Goldrush period of the 1880s and 1890s.
SCIENTIFIC SIGNIFICANCE	N/A
SOCIAL SIGNIFICANCE	No 55 Canning Highway has some social value. It is associated with a significant area of worker's cottages, which contributes to the community's sense of place.
RARITY	No 55 Canning Highway is not rare in the immediate context but Plympton has rarity value as a working class suburb.
CONDITION	No 55 Canning Highway is in fair condition.
INTEGRITY	No 55 Canning Highway retains a high degree of integrity.

AUTHENTICITY

No 55 Canning Highway retains a moderate to high degree of authenticity.

MAIN SOURCES

## 13.3 MONTHLY FINANCIAL REPORT - AUGUST 2024

<b>Report Reference Number</b>	OCR-3072
<b>Prepared by</b>	Phil Garoni, Manager Finance
<b>Supervised by</b>	Peter Kocian, Executive Manager Corporate Services
<b>Meeting date</b>	Tuesday, 17 September 2024
<b>Voting requirements</b>	Part 3 of the Officer's Recommendation requires an Absolute Majority decision
<b>Documents tabled</b>	Nil
<b>Attachments</b>	
	1. Monthly Financial Report for the month ended 31 August 2024

## PURPOSE

The purpose of this report is to present to the Council the Monthly Financial Report for the month ended 31 August 2024. A Capital Works report has been incorporated into the workbook.

## EXECUTIVE SUMMARY

A Monthly Financial Report workbook has been prepared to provide an overview of key financial activity.

The WA Government recently amended regulation 34 of the *Local Government (Financial Management) Regulations 1996* to require the Statement of Financial Activity be presented according to nature or type classification.

Regulation 35 also requires local governments to prepare a monthly Statement of Financial Position. This has now been inserted into the Monthly Financial Report.

A Capital Works Report is presented detailing committed expenditure against budgets. This report is used to assess the clearance rate of capital projects.

## BACKGROUND

Presentation of a monthly financial report to Council is both a statutory obligation and good financial management practice that:

- demonstrates the Town's commitment to managing its operations in a financially responsible and sustainable manner.
- provides timely identification of variances from budget expectations for revenues and expenditures and identification of emerging opportunities or changes in economic conditions.
- ensures proper accountability to the ratepayers for the use of financial resources.

Financial information that is required to be reported to Council monthly includes:

- operational financial performance against budget expectations.
- explanations for identified variances from expectations.
- financial position of the Town at the end of each month.

Understanding the Financials

When reading the financial information/statements, variances (deviations from budget expectations) are classified as either:

- Favourable variance (F)

- b. Unfavourable variance (U)
- c. Timing variance (T)

A timing variance relates to a budgeted revenue or expense that has not occurred at the time it was expected, but which is still expected to occur with the budget year. That is, the financial transaction will still occur, but just in a different month. This timing difference may require for the year-to-date budget to be amended for future periods.

A realised favourable or unfavourable variance is different to a timing variance. It represents a genuine difference between the actual and budgeted revenue or expenditure item.

A realised favourable variance on a revenue item is a positive outcome as it increases the projected budget surplus. An unfavourable variance on a revenue item has the opposite effect, resulting in a decrease to the projected budget result.

A realised favourable variance on an expenditure item may have either of two causes – one being a saving because the outcome was achieved for lesser cost, which has the effect of increasing the projected budget result. The other cause may be that the proposed expenditure may not have been undertaken and is not expected to be incurred in that financial year. Whilst this may seem positive from the financial position perspective, it may not be a positive outcome for the community if the service or project is not delivered.

If a realised favourable or unfavourable variance is material in value, a recommendation will be provided to Council to amend the budget.

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## CONSULTATION

Budget Managers are provided with a monthly Responsible Officer Report for review and reporting of budget variances.

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## STATUTORY ENVIRONMENT

Section 6.4 of the *Local Government Act 1995* and Regulation 34 of the *Local Government (Financial Management) Regulations 1996* detail the form and way a local government is to prepare its Statement of Financial Activity.

Regulation 35 of the *Local Government (Financial Management) Regulations 1996* requires a monthly Statement of Financial Position to be prepared.

Expenditure from the municipal fund not included in the annual budget must be authorised in advance by an absolute majority decision of Council pursuant to section 6.8 of the *Local Government Act 1995*.

Fees and charges are imposed in accordance with section 6.16 of the *Local Government Act 1995*. Fees and charges imposed outside of the Annual Budget require an absolute majority decision of Council and must give local public notice of the new fees pursuant to section 6.19 of the *Local Government Act 1995*.

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## POLICY IMPLICATIONS

Significant Accounting Policies are adopted by Council on an annual basis. These policies are used in the preparation of the statutory reports submitted to Council.

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## FINANCIAL IMPLICATIONS

As part of the adopted 2024/25 Budget, Council adopted the following thresholds as levels of material variances for financial reporting:

*That in accordance with regulation 34 (5) of the Local Government (Financial Management) Regulations 1996, and AASB 1031 Materiality, the level to be used in statements of financial activity in 2024/25 for reporting material variances shall be:*

- a) 10% of the amended budget; or*
- b) \$10,000 of the amended budget;*
- whichever is greater.*

*In addition, that the material variance limit be applied to total revenue and expenditure for each Nature and Type classification and capital income and expenditure in the Statement of Financial Activity.*

## STRATEGIC IMPLICATIONS

The monthly financial report is the key financial reporting mechanism to Council, to provide oversight of the financial management of the local government. This ties into the Strategic Community Plan as follows:

*4.9 A financially sustainable Town – Provide financial management services to enable the Town to sustainably provide services to the community.*

## RISK IMPLICATIONS

### RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Inadequate oversight of the financial position of the Town may result in adverse financial trends	Rare (1)	Major (4)	Low (1-4)	FINANCIAL IMPACT \$50,000 - \$250,000	Manage by monthly review of financial statements and key financial information
Inadequate monitoring of grant funding and expenditure resulting in incorrect income transfers	Possible (3)	Moderate (3)	Moderate (5-9)	FINANCIAL IMPACT \$250,001 - \$1,000,000	Manage by updating the internal grants register and contract liabilities register each month

### RISK MATRIX

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Extreme
		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.



**RISK RATING**

<b>Risk Rating</b>	9
<b>Does this item need to be added to the Town's Risk Register</b>	Yes
<b>Is a Risk Treatment Plan Required</b>	No

**SITE INSPECTION**

Not applicable

**COMMENT**

This report presents the Statement of Financial Activity by Nature and Type for the month ending 31 August 2024.

The following is a summary of headline numbers from the attached financial report, and explanations for variances is provided in Note 1 of the workbook:

	<b>Original Budget</b>	<b>Current Budget</b>	<b>YTD Budget</b>	<b>August Actuals</b>
<b>Opening Surplus</b>	<b>191,387</b>	<b>948,877</b>	<b>948,877</b>	<b>948,877</b>
Operating Revenue	12,434,476	12,203,476	10,072,066	10,228,891
Operating Expenditure	(13,246,239)	(13,281,239)	(2,277,308)	(2,039,689)
Capital Expenditure	(3,788,113)	(4,190,183)	(293,131)	(217,691)
Capital Income	1,657,483	1,742,047	131,739	246,696
Financing Activities	588,806	638,806	(20,042)	(20,042)
Non-Cash Items	2,162,200	2,162,200	371,924	371,925
<b>Closing Surplus/(Deficit)</b>	<b>0</b>	<b>224,404</b>	<b>8,934,127</b>	<b>9,560,901</b>

The YTD surplus of \$9,560,901 is favourable against the YTD budget of \$8,934,127 as a result of timing issues, with favourable variances against fees and charges income (\$127,125), employee costs and materials and contracts expense, and capital activities (\$190,397).

The Executive Summary in the workbook provides an overview of key indicators for the month. Further comments are provided below:

- Rate Notices were issued on the 19 July. The Town received \$6.71m in rates and charges revenue (including rates, ESL, service charges) by the end of August, equating to 58.40% of total rates and charges paid.
- The end-of-year accounting process for 23/24 is continuing, and there may be further adjustment to the carried forward surplus of \$949k. As the fixed asset register has not been finalised, no depreciation has been run in 24/25, although a manual entry has been applied in the Statement of Financial Activity.
- Capital works has yet to substantially commence in 24/25, with work continuing the Fremantle Women's Soccer Club project.

**Budget Variations**

At the OCM on 21 May 2024, Council approved a revised operating budget for the East Fremantle Community Park which detailed the following forecast trading losses:



30 June 2024 – (\$133,637)

30 June 2025 – (\$49,644)

**Cumulative Loss – (\$183,281)**

The above amount of \$183,281 is the anticipated net subsidy required to be paid by the Town for the preliminary period. Under the Operator Agreement, the Town is not required to cashflow this subsidy until after the 30 June 2025 when a financial reconciliation is undertaken. As such the Town's 24/25 Budget will need to be amended, adjusting the 24/25 budget figure of (\$49,644) to (\$183,281) being the approved subsidy for the preliminary period, with the additional amount carried over from the 2023/24 end of year surplus.

General ledger	Account description	Current Budget	Amended Budget	Change in Net Current Assets	Comment
E11213.500	East Fremantle Oval Operating Expenses	(\$125,544)	(\$75,900)	<b>\$49,644</b>	Budget 24/25 operating loss for East Fremantle Community Park
E11251.500	East Fremantle Oval Precinct Operational Expenses	\$0	(\$183,281)	<b>(\$183,281)</b>	Separate operating loss of East Fremantle Community Park
<b>Total</b>		<b>\$125,544</b>	<b>\$259,181</b>	<b>(\$133,637)</b>	

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## CONCLUSION

Council is requested to receive the Monthly Financial Report for the month ended August 2024 and approve the schedule of budget variations as submitted.

## 13.3 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

**Council Resolution** Choose an item. Click or tap to enter a date.

**OFFICER RECOMMENDATION:**

That Council:

1. receives the Monthly Financial Report for the month ended 31 August 2024, as presented as attachment 1 to this report, inclusive of:
  - (i) Statement of Financial Activity by Nature and Type
  - (ii) Statement of Financial Position
  - (iii) Capital Expenditure Report
2. notes the unrestricted municipal surplus of \$9,560,901 for the month ended 31 August 2024.
3. pursuant to section 6.8 of the *Local Government Act 1995*, approve by absolute majority, the schedule of budget variations to the 2024/25 Budget, resulting in a \$133,637 decrease in forecast net current assets at 30 June 2025.

General ledger	Account description	Current Budget	Amended Budget	Change in Net Current Assets	Comment
E11213.500	East Fremantle Oval Operating Expenses	(\$125,544)	(\$75,900)	\$49,644	Budget 24/25 operating loss for East Fremantle Community Park
E11251.500	East Fremantle Oval Precinct Operational Expenses	\$0	(\$183,281)	(\$183,281)	Separate operating loss of East Fremantle Community Park
<b>Total</b>		<b>\$125,544</b>	<b>\$259,181</b>	<b>(\$133,637)</b>	

## REPORT ATTACHMENTS

Attachments start on the next page

**TOWN OF EAST FREMANTLE**  
**MONTHLY FINANCIAL REPORT**  
**(Containing the Statements of Financial Activity and Financial Position)**  
**For the period ended 31 August 2024**

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

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**TOWN OF EAST FREMANTLE  
FOR THE PERIOD ENDED 31 AUGUST 2024**

**KEY INFORMATION**

**Funding Surplus or Deficit Components**

	<b>Funding surplus / (deficit)</b>			
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$0.95 M	\$0.95 M	\$0.99 M	\$0.04 M
Closing	\$0.22 M	\$8.93 M	\$9.56 M	\$0.63 M

Refer to Statement of Financial Activity

<b>Cash and cash equivalents</b>			<b>Payables</b>			<b>Receivables</b>		
	\$10.67 M	% of total		\$2.54 M	% Outstanding		\$0.27 M	% Collected
Unrestricted Cash	\$7.96 M	74.6%	Trade Payables	\$1.90 M		Rates Receivable	\$4.78 M	58.4%
Restricted Cash	\$2.71 M	25.4%	0 to 30 Days		0.0%	Trade Receivable	\$0.27 M	% Outstanding
			Over 30 Days		0.0%	Over 30 Days		24.8%
			Over 90 Days		0.0%	Over 90 Days		39.6%

Refer to 3 - Cash and Cash Investments

Refer to 7 - Receivables

**Key Operating Activities**

<b>Amount attributable to operating activities</b>			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$1.08 M	\$8.17 M	\$8.56 M	\$0.39 M

Refer to Statement of Financial Activity

<b>Rates Revenue</b>			<b>Grants and Contributions</b>			<b>Fees and Charges</b>		
YTD Actual	\$9.52 M	% Variance	YTD Actual	\$0.13 M	% Variance	YTD Actual	\$0.51 M	% Variance
YTD Budget	\$9.52 M	0.0%	YTD Budget	\$0.13 M	4.0%	YTD Budget	\$0.38 M	33.4%

Refer to 8 - Rate Revenue

Refer to 10 - Grants and Contributions

Refer to Statement of Financial Activity

**Key Investing Activities**

<b>Amount attributable to investing activities</b>			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$2.45 M)	(\$0.16 M)	\$0.03 M	\$0.19 M

Refer to Statement of Financial Activity

<b>Proceeds on sale</b>			<b>Asset Acquisition</b>			<b>Capital Grants</b>		
YTD Actual	\$0.00 M	%	YTD Actual	\$0.04 M	% Spent	YTD Actual	\$0.12 M	% Received
Adopted Budget	\$0.11 M	(100.0%)	Adopted Budget	\$1.37 M	(97.1%)	Adopted Budget	\$1.63 M	(92.7%)

Refer to 6 - Disposal of Assets

Refer to 5 - Capital Acquisitions

Refer to 5 - Capital Acquisitions

**Key Financing Activities**

<b>Amount attributable to financing activities</b>			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.64 M	(\$0.02 M)	(\$0.02 M)	\$0.00 M

Refer to Statement of Financial Activity

<b>Borrowings</b>			<b>Reserves</b>			<b>Report Preparation</b>		
Principal repayments	\$0.00 M		Reserves balance	\$2.71 M		Prepared by:	Manager Finance	
Interest expense	(\$0.04 M)		Interest earned	\$0.00 M		Reviewed by:	Executive Manager Corporate Services	
Principal due	\$4.73 M					Date Prepared:	6/09/2024	

Refer to 9 - Borrowings

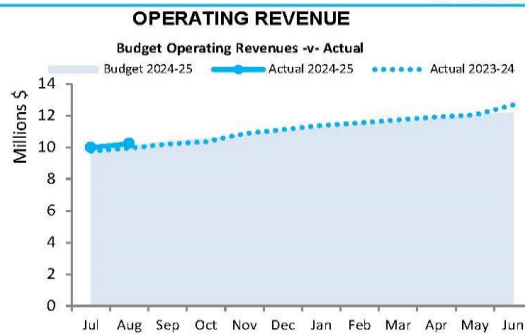
Refer to 4 - Cash Reserves

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

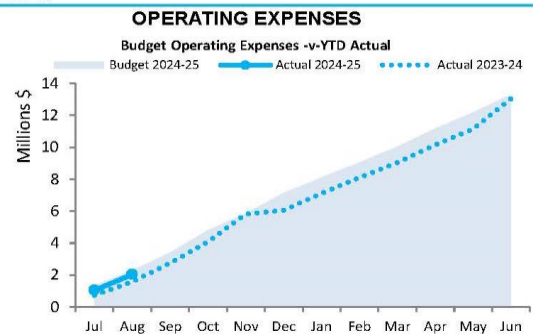
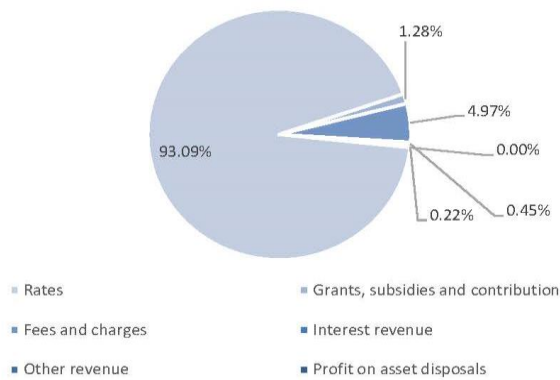
**TOWN OF EAST FREMANTLE  
FOR THE PERIOD ENDED 31 AUGUST 2024**

**KEY INFORMATION - GRAPHICAL**

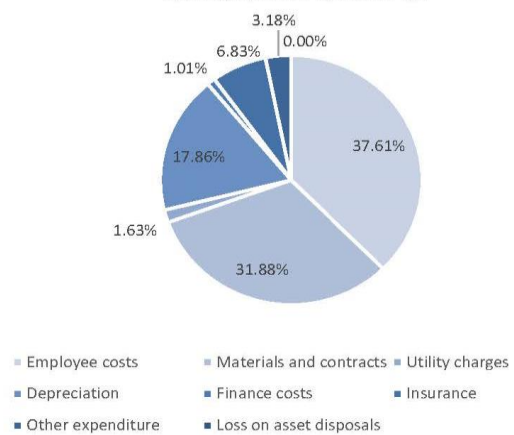
**OPERATING ACTIVITIES**



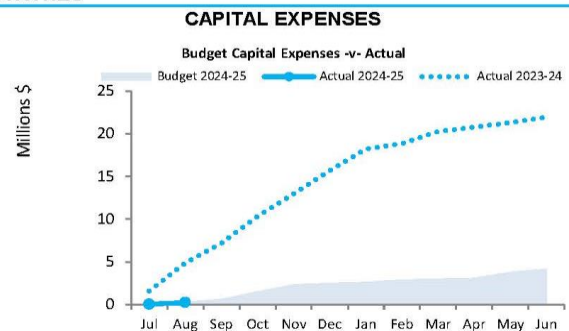
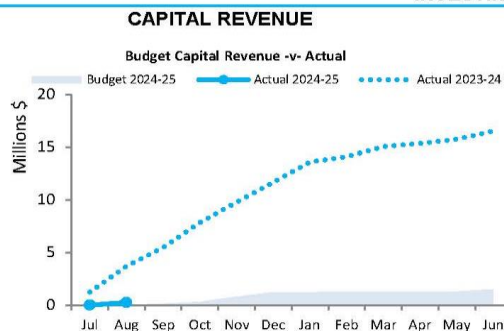
Operating Revenue by Nature & Type



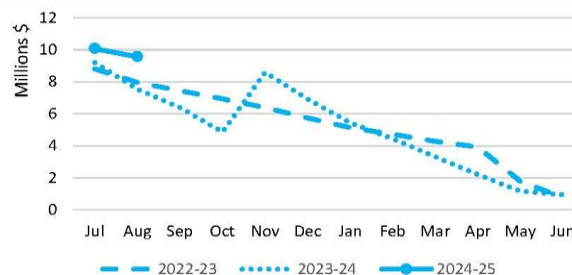
Operating Expenditure by Nature & Type



**INVESTING ACTIVITIES**



**Closing funding surplus / (deficit)**



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

**TOWN OF EAST FREMANTLE**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 AUGUST 2024**

Note	Original Budget (a) \$	Current Budget (a) \$	YTD Budget (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
<b>OPERATING ACTIVITIES</b>							
<b>Revenue from operating activities</b>							
Rates	8	9,537,944	9,537,944	9,521,277	16,667	0.17%	
Grants, subsidies and contributions	10	1,025,458	794,876	125,376	899,482	87.26%	▲
Fees and charges		1,535,567	1,535,567	381,055	1,154,512	75.23%	▲
Interest revenue		173,265	173,265	28,876	144,389	83.34%	▲
Other revenue		92,900	92,900	15,482	77,418	83.34%	▲
Profit on asset disposals	6	69,342	69,342	0	69,342	100.00%	▲
		<b>12,434,476</b>	<b>12,203,894</b>	<b>10,072,066</b>	<b>2,131,828</b>	<b>17.18%</b>	
<b>Expenditure from operating activities</b>							
Employee costs		(5,352,443)	(5,352,443)	(846,107)	4,506,336	84.19%	▼
Materials and contracts		(4,071,168)	(4,071,168)	(697,837)	3,373,331	82.86%	▼
Utility charges		(304,213)	(304,213)	(50,707)	253,506	83.34%	▼
Depreciation		(2,231,542)	(2,231,542)	(371,924)	1,859,618	83.34%	▼
Finance costs		(267,405)	(302,405)	(16,669)	250,736	82.91%	▼
Insurance		(267,536)	(267,536)	(133,768)	133,768	50.00%	▼
Other expenditure		(751,932)	(751,932)	(160,296)	591,636	78.56%	▼
Loss on asset disposals	6	0	0	0	0	0.00%	
		<b>(13,246,239)</b>	<b>(13,281,239)</b>	<b>(2,277,308)</b>	<b>10,963,931</b>	<b>82.66%</b>	
Non-cash amounts excluded from operating activities	2(b)	2,162,200	2,162,200	371,924	1,790,276	82.80%	
<b>Amount attributable to operating activities</b>		<b>1,350,437</b>	<b>1,084,855</b>	<b>8,166,682</b>	<b>8,561,127</b>	<b>104.34%</b>	
<b>INVESTING ACTIVITIES</b>							
Proceeds from capital grants, subsidies and contributions	10	1,549,483	1,634,047	131,739	1,502,708	97.63%	▲
Proceeds from disposal of assets	6	108,000	108,000	0	108,000	0.00%	
Payments for property, plant and equipment	5	(2,413,980)	(2,816,050)	(293,131)	1,120,849	46.93%	▼
Payments for construction of infrastructure	5	(1,374,133)	(1,374,133)	0	1,374,133	0.00%	▲
<b>Amount attributable to investing activities</b>		<b>(2,130,630)</b>	<b>(2,448,136)</b>	<b>(161,392)</b>	<b>2,906,728</b>	<b>117.97%</b>	
<b>FINANCING ACTIVITIES</b>							
Proceeds from new debentures	9	0	0	0	0	0.00%	
Transfer from reserves	4	1,166,309	1,216,309	0	1,166,309	0.00%	
Repayment of borrowings	9	(150,564)	(150,564)	0	150,564	0.00%	
Payments for principal portion of lease liabilities		(52,049)	(52,049)	(20,042)	32,007	61.50%	
Transfer to reserves	4	(374,890)	(374,890)	0	374,890	0.00%	
<b>Amount attributable to financing activities</b>		<b>588,806</b>	<b>638,806</b>	<b>(20,042)</b>	<b>658,848</b>	<b>103.13%</b>	
<b>MOVEMENT IN SURPLUS OR DEFICIT</b>							
<b>Surplus or deficit at the start of the financial year</b>		191,387	948,879	948,879	757,492	80.04%	▲
Amount attributable to operating activities		1,350,437	1,084,855	8,166,682	8,561,127	104.34%	▲
Amount attributable to investing activities		(2,130,630)	(2,448,136)	(161,392)	2,906,728	117.97%	▲
Amount attributable to financing activities		588,806	638,806	(20,042)	658,848	103.13%	▲
<b>Surplus or deficit after imposition of general rates</b>		<b>0</b>	<b>224,404</b>	<b>8,934,127</b>	<b>9,560,901</b>	<b>107.01%</b>	▲

**KEY INFORMATION**

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

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

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



**TOWN OF EAST FREMANTLE  
STATEMENT OF FINANCIAL POSITION  
FOR THE PERIOD ENDED 31 AUGUST 2024**

	Note	30 June 2024	31 August 2024
		\$	\$
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	3	5,278,266	10,667,014
Trade and other receivables		948,111	5,111,257
Contract assets		0	0
Other assets		231,260	57,665
<b>TOTAL CURRENT ASSETS</b>		<b>6,457,637</b>	<b>15,835,936</b>
<b>NON-CURRENT ASSETS</b>			
Trade and other receivables		98,356	98,355
Other financial assets		83,171	83,171
Investment in associate		0	0
Property, plant and equipment		62,178,065	62,217,723
Infrastructure		45,582,414	45,523,393
Right-of-use assets		142,490	142,490
<b>TOTAL NON-CURRENT ASSETS</b>		<b>108,084,496</b>	<b>108,065,132</b>
<b>TOTAL ASSETS</b>		<b>114,542,133</b>	<b>123,901,068</b>
<b>CURRENT LIABILITIES</b>			
Trade and other payables		1,609,730	2,536,429
Other liabilities		340,343	219,661
Lease liabilities		45,114	25,072
Borrowings	9	150,564	150,564
Employee related provisions		806,704	808,902
Other provisions	11	80,000	80,000
<b>TOTAL CURRENT LIABILITIES</b>		<b>3,032,455</b>	<b>3,820,628</b>
<b>NON-CURRENT LIABILITIES</b>			
Lease liabilities		152,623	152,623
Borrowings	9	4,576,802	4,576,802
Employee related provisions		193,595	193,595
<b>TOTAL NON-CURRENT LIABILITIES</b>		<b>4,923,020</b>	<b>4,923,020</b>
<b>TOTAL LIABILITIES</b>		<b>7,955,475</b>	<b>8,743,648</b>
<b>NET ASSETS</b>		<b>106,586,658</b>	<b>115,157,420</b>
<b>EQUITY</b>			
Retained surplus		54,044,324	62,615,086
Reserve accounts	4	2,710,049	2,710,049
Revaluation surplus		49,832,285	49,832,285
<b>TOTAL EQUITY</b>		<b>106,586,658</b>	<b>115,157,420</b>

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

<b>Movement in Equity</b>	<b>8,570,762</b>
Explained by:	
Amount attributed to operating activities	8,324,066
Proceeds from capital activities	246,696
Net reserves movement	0
	<b>8,570,762</b>

**TOWN OF EAST FREMANTLE  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 AUGUST 2024**

**1 EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially. The material variance adopted by Council for the 2024-25 year is \$10,000 or 10.00% whichever is the greater.

Description	Var. \$	Var. %	Var.	Timing / Permanent	Explanation
	\$	%			
<b>Revenue from operating activities</b>					
Rates	559	0.01%		No variance	No material variance
Grants, subsidies and contributions	5,045	0.00%		No variance	No material variance
Fees and charges	127,125	33.36%	▲	Timing	\$126k mooring pen fees invoiced in July rather than August/September.
Interest revenue	17,360	60.12%	▲	Timing	No material variance
Other revenue	6,736	43.51%	▲	Timing	No material variance
Profit on asset disposals	0	0.00%		Timing	
<b>Expenditure from operating activities</b>					
Employee costs	63,001	7.45%	▼	Timing	Favourable
Materials and contracts	34,185	4.90%	▼	Timing	Favourable
Utility charges	16,864	33.26%	▼	Timing	Favourable
Depreciation	0	0.00%		No variance	Manual posting as asset register not yet finalised for 23/24
Finance costs	37,783	226.67%	▼	Timing	Reversal of accrued interest for the East Fremantle Community Park loan
Insurance	(8,409)	(6.29%)		Timing	No material variance
Other expenditure	94,195	58.76%	▼	Timing	Council community grants to be allocated
Loss on asset disposals	0	0.00%		No variance	
<b>Non-cash amounts excluded from operating activities</b>	1	0.00%		No variance	No material variance
<b>Investing Activities</b>					
Proceeds from capital grants, subsidies and contributions	114,957	87.26%	▲	Timing	See Note 10 Grants & Contributions for more detailed information
Proceeds from disposal of assets	0	0.00%		No variance	Schedule of disposal of vehicles and plant delayed.
Payments for property, plant and equipment	115,366	39.36%	▼	Timing	See Note 5 Capital Acquisitions for more detailed information
Payments for construction of infrastructure	(39,926)	0.00%	▲	Timing	See Note 5 Capital Acquisitions for more detailed information
<b>Financing Activities</b>					
Proceeds from new debentures	0	0.00%		No variance	
Transfer from reserves	0	0.00%		No variance	
Repayment of borrowings	0	0.00%		No variance	
Payments for principal portion of lease liabilities	0	0.00%		No variance	
Transfer to reserves	0	0.00%		No variance	
<b>Surplus or deficit at the start of the financial year</b>	41,932	4.42%	▲	Permanent	Pending finalisation of annual report
<b>Surplus or deficit after imposition of general rates</b>	626,774	7.02%	▲	Timing	Due to variances described above

**TOWN OF EAST FREMANTLE**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**FOR THE PERIOD ENDED 31 AUGUST 2024**

**2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION**

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

		Current Budget Closing	Last Year Closing	Year to Date
	Note	30 June 2025	30 June 2024	31 August 2024
<b>Current assets</b>		\$	\$	\$
Cash and cash equivalents	3	4,483,962	5,278,266	10,667,014
Trade and other receivables		252,401	948,111	5,111,257
Contract assets	8	0	0	0
Other assets	8	52,099	231,260	57,665
		4,788,462	6,457,637	15,835,936
<b>Less: current liabilities</b>				
Trade and other payables	9	(1,854,815)	(1,609,730)	(2,536,429)
Other liabilities	11	(71,910)	(340,343)	(219,661)
Lease liabilities	10	(52,049)	(45,114)	(25,072)
Borrowings	9	(157,911)	(150,564)	(150,564)
Employee related provisions	11	(675,173)	(806,704)	(808,902)
Other provisions	11	(43,530)	(80,000)	(80,000)
		(2,855,388)	(3,032,455)	(3,820,628)
<b>Net current assets</b>		<b>1,933,074</b>	<b>3,425,182</b>	<b>12,015,308</b>
<b>Less: Total adjustments to net current assets</b>	2(c)	(1,708,670)	(2,434,371)	(2,454,413)
<b>Closing funding surplus / (deficit)</b>		<b>224,404</b>	<b>990,811</b>	<b>9,560,901</b>

**(b) Non-cash amounts excluded from operating activities**

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

		Current Budget	YTD Budget (a)	YTD Actual (b)
		\$	\$	\$
<b>Non-cash amounts excluded from operating activities</b>				
<b>Adjustments to operating activities</b>				
Less: Profit on asset disposals	6	(69,342)	0	0
Add: Loss on asset disposals	6	0	0	0
Add: Depreciation		2,231,542	371,924	371,924
- Pensioner deferred rates		0	0	1
<b>Total non-cash amounts excluded from operating activities</b>		<b>2,162,200</b>	<b>371,924</b>	<b>371,925</b>

**(c) Current assets and liabilities excluded from budgeted deficiency**

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

		Current Budget Opening	Last Year Closing	Year to Date
		30 June 2024	30 June 2024	31 August 2024
		\$	\$	\$
<b>Adjustments to net current assets</b>				
Less: Reserve accounts	4	(1,918,630)	(2,710,049)	(2,710,049)
- Current portion of borrowings	9	157,911	150,564	150,564
- Current portion of lease liabilities	10	52,049	45,114	25,072
- Current provision for equity contribution - Investment in Associate			80,000	80,000
<b>Total adjustments to net current assets</b>	2(a)	<b>(1,708,670)</b>	<b>(2,434,371)</b>	<b>(2,454,413)</b>

**CURRENT AND NON-CURRENT CLASSIFICATION**

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

TOWN OF EAST FREMANTLE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 AUGUST 2024

3 CASH AND CASH INVESTMENTS

Description	Unrestricted \$	Restricted \$	Total Cash \$	Institution	Risk Rating (LT)	Interest Rate	Maturity Date
<b>Cash Deposits</b>							
Municipal Bank Account	3,821,727	0	3,821,727	CBA	AA-		At Call
Municipal Bonds & Deposits Account	634,639	0	634,639	CBA	AA-		At Call
Cash On Hand	600	0	600	Petty Cash/Till Float			On Hand
<b>Term Deposits</b>							
Pooled (Muni, Reserves, Bonds and Grants)			2,500,000	NAB	AA-	4.95%	Nov 24
Pooled (Muni, Reserves, Bonds and Grants)			1,000,000	CBA	AA-	4.72%	Nov 24
Pooled (Muni, Reserves, Bonds and Grants)	3,500,000	2,710,048	2,710,048	SUNCORP	A-	5.17%	Oct 24
<b>Total</b>	<b>7,956,966</b>	<b>2,710,048</b>	<b>10,667,014</b>			<b>5.17%</b>	
<b>Comprising</b>							
Cash and cash equivalents	7,956,966	2,710,048	10,667,014				
	<b>7,956,966</b>	<b>2,710,048</b>	<b>10,667,014</b>				

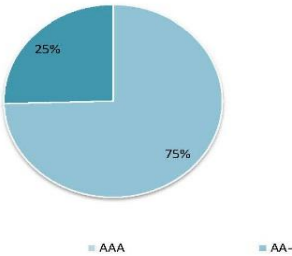
Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other assets.

Comments/Notes - Investments and Cash Deposits

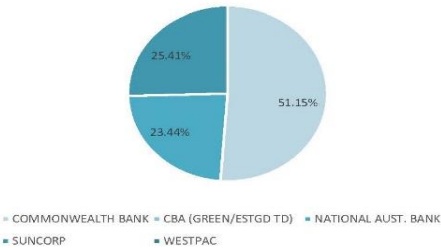
INSTITUTION	\$	(LT) RISK	%	(LT) RISK RATING	PORTFOLIO	\$	%
COMMONWEALTH BANK	\$5,456,366	AA-	51.15%	AAA	MAX 100%	\$0	0%
CBA (GREEN/ESTGD TD)	\$0	AA-	0.00%	AA-	MAX 100%	\$7,956,366	75%
NATIONAL AUST. BANK	\$2,500,000	AA-	23.44%	AA (GREEN TERM DEPOSITS)	MAX 100%	\$0	0%
SUNCORP	\$2,710,048	AA-	25.41%	A- (DIVESTMENT)	MAX 100%	\$2,710,048	25%
WESTPAC	\$0	AA-	0.00%	BBB+ (DIVESTMENT)	MAX 80%	\$0	0%
	<b>\$10,666,414</b>		<b>100.00%</b>			<b>\$10,666,414</b>	<b>100%</b>

The Town obtains quotes from three (3) financial institutions prior to placing investments. This ensures the Town is receiving the best return on investment possible. The amount the Town invests is dependent on cash flow requirements for business operations and capital works for upcoming months. As the financial year progresses, the Town's cash holdings decreases which means less investment of Municipal funds. The current monetary policy imposed by the Reserve Bank of Australia (RBA) is driving the interest rate environment. The Town's investment policy precludes investing in term deposits for more than 12 months.

Divestment v Non-Divestment - Term Deposits



Values held by institution

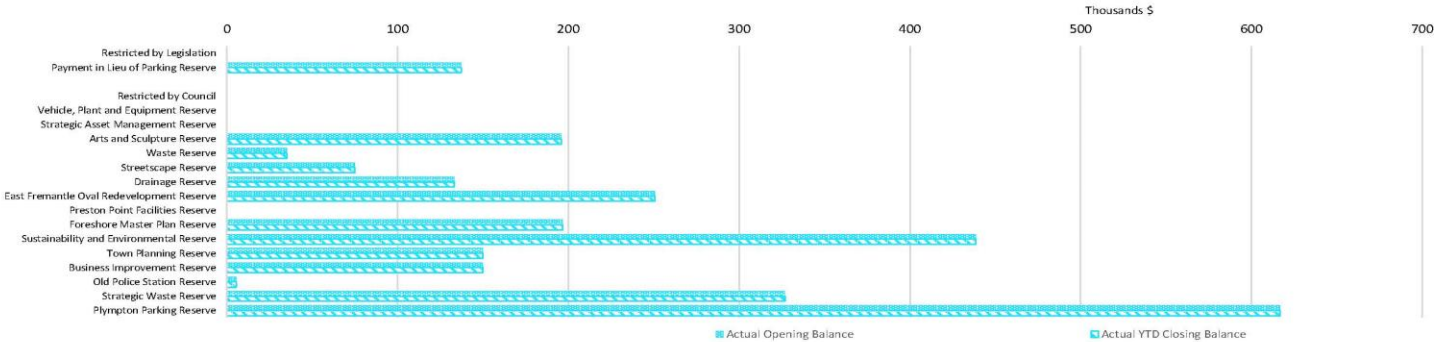




TOWN OF EAST FREMANTLE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 AUGUST 2024

4 RESERVE ACCOUNTS

Reserve name	ORIGINAL				CURRENT				Actual Opening Balance	Actual Interest Earned	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance	
	Budget Opening Balance	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance						
	\$	\$	\$	\$	\$	\$	\$	\$						
Restricted by Legislation														
Payment in Lieu of Parking Reserve	137,010	0	0	137,010	137,010	0	0	137,010	137,010	0	0	0	137,010	
Restricted by Council														
Vehicle, Plant and Equipment Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0	
Strategic Asset Management Reserve	0	166,275	0	166,275	0	166,275	(50,000)	116,275	0	0	0	0	0	
Arts and Sculpture Reserve	195,664	0	(45,000)	150,664	195,664	0	(45,000)	150,664	195,664	0	0	0	195,664	
Waste Reserve	35,000	0	0	35,000	35,000	0	0	35,000	35,000	0	0	0	35,000	
Streetscape Reserve	75,000	0	(75,000)	0	75,000	0	(75,000)	0	75,000	0	0	0	75,000	
Drainage Reserve	133,293	0	(133,293)	0	133,293	0	(133,293)	0	133,293	0	0	0	133,293	
East Fremantle Oval Redevelopment Reserve	250,529	0	(250,529)	0	250,529	0	(250,529)	0	250,529	0	0	0	250,529	
Preston Point Facilities Reserve	0	0	0	0	0	0	0	0	0	0	0	0	0	
Foreshore Master Plan Reserve	196,344	0	0	196,344	196,344	0	0	196,344	196,344	0	0	0	196,344	
Sustainability and Environmental Reserve	438,553	137,197	(575,750)	0	438,553	137,197	(575,750)	0	438,553	0	0	0	438,553	
Town Planning Reserve	150,000	40,000	0	190,000	150,000	40,000	0	190,000	150,000	0	0	0	150,000	
Business Improvement Reserve	150,000	0	(70,000)	80,000	150,000	0	(70,000)	80,000	150,000	0	0	0	150,000	
Old Police Station Reserve	5,305	31,418	(16,737)	19,986	5,305	31,418	(16,737)	19,986	5,305	0	0	0	5,305	
Strategic Waste Reserve	326,684	0	0	326,684	326,684	0	0	326,684	326,684	0	0	0	326,684	
Plympton Parking Reserve	616,666	0	0	616,666	616,666	0	0	616,666	616,667	0	0	0	616,667	
	2,710,048	374,890	(1,166,309)	1,918,629	2,710,048	374,890	(1,216,309)	1,868,629	2,710,049	0	0	0	2,710,049	



TOWN OF EAST FREMANTLE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 AUGUST 2024

5 CAPITAL ACQUISITIONS

Account Description	Adopted Budget	Current Budget	YTD Budget	YTD Actual	Order Value	Total Actual	Variance (Under)/Over	Completion	Comments
	\$	\$				\$	\$		
<b>Plant &amp; Equipment</b>	<b>699,000</b>	<b>699,000</b>	<b>64,000</b>	<b>7,035</b>	<b>59,393</b>	<b>66,428</b>	<b>532,572</b>	<b>1%</b>	
E04635 Upgrade of EV charger power connection adjacent to Town hall car park	20,000	20,000	20,000	395	0	395		2%	
E10648 VW Golf Alltrack Wagon (EMRS)	40,000	40,000	0	0	0	0		0%	
E11716 Upgrade canopy of Rangers vehicle	0	0	0	6,640	0	6,640		0%	
E11720 Kobota F3690	55,000	55,000	0	0	59,393	59,393		0%	
E11723 Two EV Charges for East Fremantle Community Park	44,000	44,000	44,000	0	0	0		0%	
E12642 Isuzu MKR190 truck	90,000	90,000	0	0	0	0		0%	
E12802 Kobelco SK175R-5	40,000	40,000	0	0	0	0		0%	
E12810 Upgrade street lights to LED, including smart lighting for major roads	310,000	310,000	0	0	0	0		0%	
<b>Furniture &amp; Equipment</b>	<b>182,951</b>	<b>238,951</b>	<b>40,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>238,951</b>	<b>0%</b>	
E04633 ERP Replacement - New Electronic Document Records Management System	70,000	70,000	0	0	0	0		0%	
E04634 Laptop Replacement Program (investigate green finance lease)	35,000	0	0	0	0	0		0%	
E04606 General Allocation	17,951	17,951	0	0	0	0		0%	
E04810 AV Council Chambers (Recording Equipment - Replace end of life equipment)	60,000	60,000	40,000	0	0	0		0%	
E11685 Public art work including the East Fremantle Community Park	0	91,000	0	0	0	0		0%	
<b>Buildings</b>	<b>1,632,029</b>	<b>1,978,099</b>	<b>189,131</b>	<b>170,731</b>	<b>556,921</b>	<b>727,652</b>	<b>1,250,447</b>	<b>9%</b>	
E04604 Floorboard Sealing - enhancing thermal comfort	13,000	13,000	0	0	0	0		0%	
LB237R EH Gray various upgrades	22,500	22,500	0	0	0	0		0%	
LB221R Building upgrade - Hurricanes - Lighting	9,000	9,000	9,000	0	0	0		0%	
E11737 Building upgrade - Camp Waller - Eaves lining	4,500	4,500	0	0	0	0		0%	
E11738 East Fremantle Community Park - Miscellaneous Works	140,529	410,277	39,738	40,338	6,817	47,156		10%	
E11748 Solar and Battery Installation East Fremantle Community Park. Solar installation Town H	707,500	707,500	0	0	0	0		0%	
E11672 East Fremantle Community Park - Scoreboard	0	50,000	0	0	0	0		0%	
E11739 Tricolore Soccer Club Upgrades	690,000	716,322	130,393	130,393	550,104	680,497		19%	
E14601 Buildings upgrade RCD's switchboards - Various	10,000	10,000	10,000	0	0	0		0%	
E14605 Buildings upgrade door locks - Various	35,000	35,000	0	0	0	0		0%	
<b>Infrastructure - roads</b>	<b>483,733</b>	<b>483,733</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>483,733</b>	<b>0%</b>	
E12849 Riverside Road (adjacent to Leeuwin Boat Ramp)	483,733	483,733	0	0	0	0		0%	
<b>Infrastructure - drainage</b>	<b>55,000</b>	<b>55,000</b>	<b>0</b>	<b>20,824</b>	<b>0</b>	<b>20,824</b>	<b>34,176</b>	<b>38%</b>	
E12672 Preston Point Road - Above carpark near Tennis Club - Investigate and upgrade storage prior to water entering pipe to river	20,000	20,000	0	20,824	0	20,824		104%	
E12707 George Street - Drainage investigation and upgrades to allow underground piped water flow	20,000	20,000	0	0	0	0		0%	
E12761 Upgrade old pits to SEPs	15,000	15,000	0	0	0	0		0%	
<b>Infrastructure - parks &amp; ovals</b>	<b>310,000</b>	<b>310,000</b>	<b>0</b>	<b>18,628</b>	<b>3,273</b>	<b>21,899</b>	<b>288,101</b>	<b>8%</b>	
E11673 Limestone wall replacement - Glasson Park	40,000	40,000	0	0	0	0		0%	
E11679 Extend cricket practice nets hardstand by approx 5m - Henry Jeff & Preston Point	30,000	30,000	0	0	0	0		0%	
E11686 Rotunda replacement - Mervi Cowan Park	55,000	55,000	0	0	0	0		0%	
E11743 Bin upgrades	10,000	10,000	0	6,813	0	6,813		68%	
E11726 Bore test/replacement - Foreshore Parks	30,000	30,000	0	0	0	0		0%	
E11726 Bore pump test - Stratford Street Park	10,000	10,000	0	0	0	0		0%	
E11726 Irrigation upgrade - Marjorie Green Park	10,000	10,000	0	0	0	0		0%	
E11726 Irrigation upgrade tie in to existing system - Locke Park	35,000	35,000	0	0	0	0		0%	
E11741 Upgrade of Retic - Preston Point	20,000	20,000	0	4,368	0	4,368		22%	
E11745 Drink Fountains	10,000	10,000	0	7,645	3,273	10,918		109%	
E11749 Rotunda replacement - Wayman Park	40,000	40,000	0	0	0	0		0%	
E11750 Wayman softfall upgrade for exercise equipment	20,000	20,000	0	0	0	0		0%	
<b>Infrastructure - car parks</b>	<b>200,000</b>	<b>200,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200,000</b>	<b>0%</b>	
E10604 Paid Parking and Streetscape Design Work and Preliminaries - Silas Street and Leeuwin Carpark	180,000	180,000	0	0	0	0		0%	
E12609 Carparks - General Allocation	20,000	20,000	0	0	0	0		0%	
<b>Infrastructure - footpaths</b>	<b>325,400</b>	<b>325,400</b>	<b>0</b>	<b>0</b>	<b>70,000</b>	<b>70,000</b>	<b>255,400</b>	<b>0%</b>	
E12836 Pram ramp upgrades to DDA standards (to do 20 pram ramps)	20,000	20,000	0	0	0	0		0%	
E12845 Moss St, (west side), between Canning Hwy & George St (Remove Concrete and replace with Red asphalt, as per style guide)	86,400	86,400	0	0	0	0		0%	
E12846 George Street (north side), between Hubble St & Duke St (Remove brick paving and replace with red asphalt, as per style guide)	75,000	75,000	0	0	70,000	70,000		0%	
E12847 Riverside Road (West side), adjacent to Leeuwin Boat Ramp (do at same time as road upgrade)	49,500	49,500	0	0	0	0		0%	
E12848 Preston Point Rd (west side), between Bolton St & Pier St (Grey concrete) (420m length)	94,500	94,500	0	0	0	0		0%	
	<b>3,788,113</b>	<b>4,190,163</b>	<b>293,131</b>	<b>217,216</b>	<b>689,687</b>	<b>906,802</b>	<b>3,283,381</b>	<b>5%</b>	

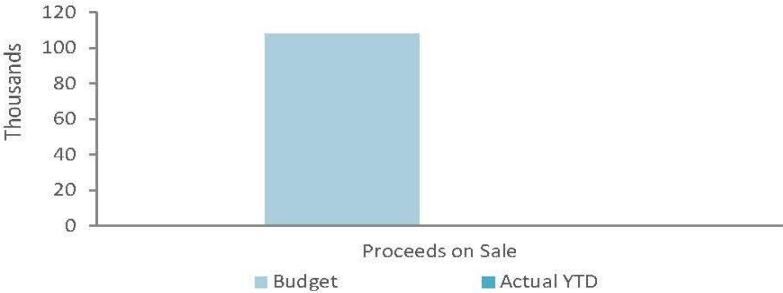
● Total Actual < Current Budget  
● No Current Budget  
● No YTD Actual  
● Total Actual > Current Budget



TOWN OF EAST FREMANTLE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 AUGUST 2024

6 DISPOSAL OF ASSETS

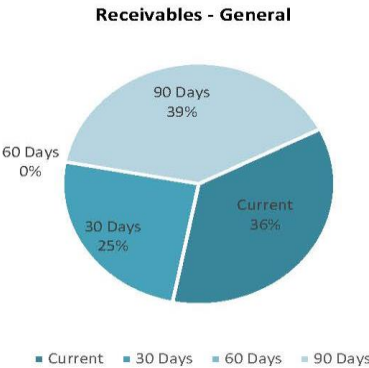
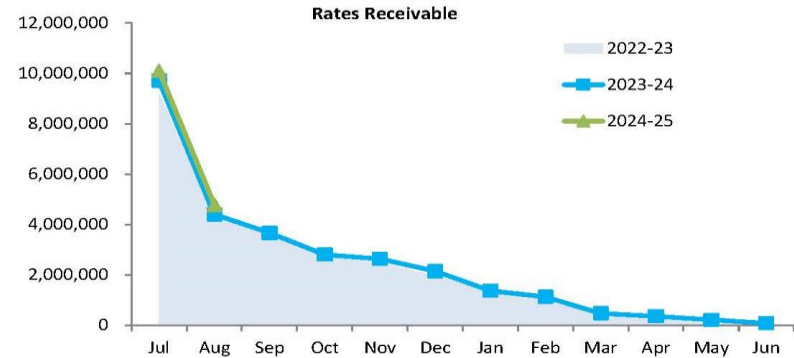
Asset Ref.    Asset description		Budget				YTD Actual			
		Net Book	Proceeds	Profit	(Loss)	Net Book	Proceeds	Profit	(Loss)
		Value				Value			
		\$	\$	\$	\$	\$	\$	\$	\$
Plant and equipment									
PEMV267	Isuzu MKR190 truck	15,000	45,000	30,000	0	0	0	0	0
PEMV272	EMRS Vehicle	8,658	25,000	16,342	0	0	0	0	0
PE284	Kobota F3690	5,000	22,000	17,000	0	0	0	0	0
PE274	Kobelco SK17SR-5	10,000	16,000	6,000	0	0	0	0	0
		38,658	108,000	69,342	0	0	0	0	0



TOWN OF EAST FREMANTLE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 AUGUST 2024

7 RECEIVABLES

Rates receivable	30 Jun 2024	31 Aug 2024	Other Receivables	Current	30 Days	60 Days	90+ Days	Total
	\$	\$		\$	\$	\$	\$	\$
Opening arrears previous years	77,232	78,272	Receivables - general	71,814	50,111	0	79,862	201,788
Levied this year	10,964,573	11,410,388	Receivables - infringements					58,622
Less - collections to date	(10,963,533)	(6,708,842)	East Fremantle Lawn & Tennis Club					12,000
Net rates collectable	78,272	4,779,817	Total receivables general outstanding					272,410
% Collected		58.4%	Amounts shown above include GST (where applicable)					

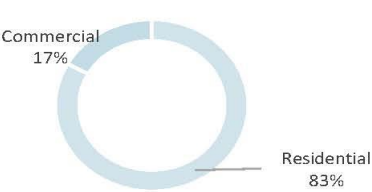
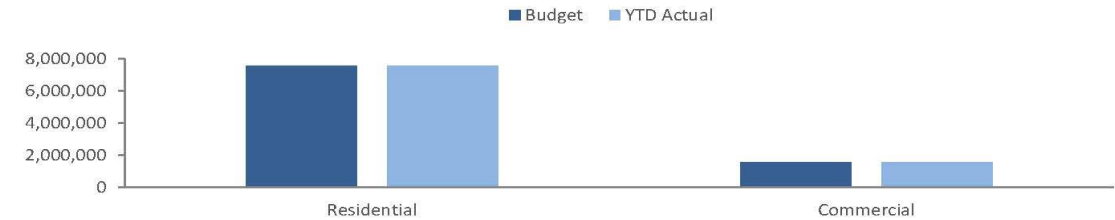


TOWN OF EAST FREMANTLE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 AUGUST 2024

8 RATE REVENUE

General rate revenue

RATE TYPE	Rate in	Number of	Rateable	Rate	Budget	Total	Rate	YTD Actual	Total
	\$ (cents)	Properties	Value	Revenue	Reassessed	Revenue	Revenue	Reassessed	Revenue
				\$	\$	\$	\$	\$	\$
<b>Gross rental value</b>									
Residential	0.071860	2,966	104,808,540	7,531,492	20,000	7,551,492	7,534,084	0	7,534,084
Commercial	0.121806	120	12,621,985	1,537,430	0	1,537,430	1,537,434	0	1,537,434
<b>Sub-Total</b>		<b>3,086</b>	<b>117,430,525</b>	<b>9,068,922</b>	<b>20,000</b>	<b>9,088,922</b>	<b>9,071,518</b>	<b>0</b>	<b>9,071,518</b>
<b>Minimum payment</b>									
<b>Gross rental value</b>									
Residential	1,296.00	336	4,978,540	435,456	0	435,456	436,752	0	436,752
Commercial	1,938.00	7	79,940	13,566	0	13,566	13,566	0	13,566
<b>Sub-total</b>		<b>343</b>	<b>5,058,480</b>	<b>449,022</b>	<b>0</b>	<b>449,022</b>	<b>450,318</b>	<b>0</b>	<b>450,318</b>
<b>Total</b>						<b>9,537,944</b>			<b>9,521,836</b>



**TOWN OF EAST FREMANTLE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 AUGUST 2024**

**9 BORROWINGS**

**Repayments - borrowings**

**Information on borrowings**

Particulars	Loan No.	New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
		1 July 2024	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$
EF Oval Precinct Redevelopment	185	4,727,366	0	0	0	(150,564)	4,727,366	4,576,802	(37,783)	226,141
EF Oval Precinct Redevelopment - Loan guarantee	185	0	0	0	0	0	0	0	16,669	33,264
SMRC - Administration Building*	2-6	0	0	0	0	0	0	0	0	0
<b>Total</b>		<b>4,727,366</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(150,564)</b>	<b>4,727,366</b>	<b>4,576,802</b>	<b>(37,783)</b>	<b>226,141</b>
Current borrowings		150,564					150,564			
Non-current borrowings		4,576,802					4,576,802			
		<b>4,727,366</b>					<b>4,727,366</b>			

All debenture repayments were financed by general purpose revenue.

\* As the Town has withdrawn from the RRG, no loan liability exists.

**Unspent borrowings**

The Town has no unspent debenture funds as at 30th June 2024, nor is it expected to have unspent funds as at 30th June 2025.

**TOWN OF EAST FREMANTLE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 AUGUST 2024**

**10 GRANTS, SUBSIDIES AND CONTRIBUTIONS  
OPERATING CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS**

Program	Grant Provider	Purpose of Grant	Original Budget Revenue	Current Budget Revenue	YTD Budget	YTD Revenue Actual
			\$	\$	\$	\$
<b>General Purpose Funding</b>						
Grants Commission - General	WALGGC	Untied - General Purpose	191,670	31,538	6,777	6,777
Grants Commission - Roads	WALGGC	Untied - Road	85,665	15,215	3,269	3,269
<b>Education and Welfare</b>						
Commonwealth Home Support Programme	Commonwealth Dep. Health	Commonwealth Home Support Programme	691,978	691,978	115,330	115,376
<b>Recreation and Culture</b>						
East Fremantle Festival	Port Authority/LotteryWest	East Fremantle Festival Funding	20,000	20,000	0	5,000
<b>Community Amenities</b>						
Bus Shelter - Maintenance Assistance Scheme	Public Transport Authority	Bus Shelter Maintenance	4,100	4,100	0	0
<b>Transport</b>						
Direct Grant	Main Roads	Direct Grant	19,245	19,245	0	0
Street Lighting Subsidy	Main Roads	Street Lighting Subsidy	4,800	4,800	0	0
Stirling Bridge Verge Maintenance Agreement	Main Roads	Stirling Highway Verge Maint. Agreement	8,000	8,000	0	0
			<b>1,025,458</b>	<b>794,876</b>	<b>125,376</b>	<b>130,421</b>

**CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS**

Program	Grant Provider	Purpose of Grant	Original Budget Revenue	Current Budget Revenue	YTD Budget	YTD Revenue Actual
				\$	\$	\$
<b>Recreation and Culture</b>						
East Fremantle Community Park		EV chargers for the Community Precinct	22,000	22,000	13,200	0
East Fremantle Community Park	Australian Government - Community Energy Upgrade Fund	Towards a solar system and battery storage	353,750	353,750	0	0
East Fremantle Community Park	AFL Facilities Fund		0	250,000	0	0
Fremantle City Womens Football Club	State Government	Election Commitment	653,636	488,200	118,539	118,539
Fremantle City Womens Football Club	Soccer Club Contribution		36,364	36,364	0	0
<b>Transport</b>						
Regional Road Group	Main Roads WA	Riverside Road Upgrade	322,489	322,489	0	128,157
Roads to Recovery	Department of Infrastructure	Riverside Road Upgrade	161,244	161,244	0	0
			<b>1,549,483</b>	<b>1,634,047</b>	<b>131,739</b>	<b>246,696</b>

**TOWN OF EAST FREMANTLE  
SUPPLEMENTARY INFORMATION  
FOR THE PERIOD ENDED 31 AUGUST 2024**

**11 BUDGET AMENDMENTS**

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

Description	Date	Increase / (Decrease) to Net Surplus	Amended Budget Running Balance
		\$	\$
<b>Annual Budget Adoption</b>			0
<b>Adjustment to budgeted surplus</b>			0
Adjusted in respect to current position of 30 June 2024	20 Aug 24	757,492	757,492
<b>Financial Assistance Grants</b>			
General Purpose Grants - Grants Commission	20 Aug 24	-160,132	597,360
General Purpose Grants (Roads) - Grants Commission	20 Aug 24	-70,450	526,910
<b>EF Community Park</b>			
Capex - EF Oval Redevelopment	20 Aug 24	-269,748	257,162
AFL facilities grant	20 Aug 24	250,000	507,162
Scoreboard	20 Aug 24	-50,000	457,162
Public art	20 Aug 24	-46,000	411,162
<b>Fremantle Womens Soccer Club Project</b>			
Capex - Fremantle Womens Soccer Club Project	20 Aug 24	-26,322	384,840
Non-Operating Grants and Contributions	20 Aug 24	-165,436	219,404
Transfer from Strategic Asset Management Reserve	20 Aug 24	50,000	269,404
<b>General</b>			
Capital expenditure - Laptops	20 Aug 24	35,000	304,404
Operating expense - lease laptops	20 Aug 24	-35,000	269,404
Public art	20 Aug 24	-45,000	224,404
<b>24/25 Budget Opening Surplus</b>	<b>191,387</b>		
<b>24/25 Actual B/F Surplus (as per AFS)</b>	<b>948,878</b>	<b>224,404</b>	<b>0</b>



### 13.4 ACCOUNTS FOR PAYMENTS AUGUST 2024

<b>Report Reference Number</b>	OCR-3050
<b>Prepared by</b>	Natalie McGill Senior Finance Officer
<b>Supervised by</b>	Phil Garoni Finance Manager
<b>Meeting date</b>	Tuesday, 17 September 2024
<b>Voting requirements</b>	Simple Majority
<b>Documents tabled</b>	Nil

#### Attachments

1. List of Payments – August 2024
2. Fuel Summary – July 2024

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#### PURPOSE

That Council, in accordance with regulation 13(1) of the Local Government (Financial Management) Regulations 1996, receives the list of payments made under delegated authority for the month ending 31 August 2024.

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#### EXECUTIVE SUMMARY

Council has an Executive role in receiving the list of payments pursuant to Regulation 13(1) of the Local Government (Financial Management) Regulations 1996. It is therefore recommended that Council receives the List of Accounts paid for the period 1 August to 31 August 2024, as per the summary table.

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#### BACKGROUND

The Chief Executive Officer has delegated authority to make payments from the Municipal and Trust Accounts in accordance with budget allocations.

The Town provides payments to suppliers by electronic funds transfer, cheque, or credit card. Attached are itemised lists of all payments made under delegated authority during the said period.

The bulk of payments are processed by electronic funds transfer (EFT) with the exception of occasional reimbursements and refunds.

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#### CONSULTATION

Nil.

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#### STATUTORY ENVIRONMENT

Regulation 13: Local Government (Financial Management) Regulations 1996 (as amended) requires local governments to prepare a list of payments made under delegated authority to be prepared and presented to Council monthly.

A new regulation has been added to the Local Government (Financial Management) Regulations 1996 to increase transparency and accountability in local government, through greater oversight of incidental spending.

Regulation 13A covers purchasing cards issued by local governments to their employees. Purchasing cards use a local government approved line of credit that allows for the timely payment of goods and services acquired in the ordinary course of business.

Purchasing cards include the following:

- business or corporate credit cards
- debit cards
- store cards
- fuel cards
- taxi cards

Other than debit cards, purchasing cards all require a separate payment to the card provider.

Purchasing cards do not include:

- non-reloadable gift cards – these cards are not connected to a local government account or intended to be used as a means of making ordinary business transactions
- pre-loaded purchase or credit card advances – these are cash advances and should be recorded and acquitted accordingly
- SmartRider cards that are centrally controlled for general use – if these cards are managed under the cash advance provisions.

## POLICY IMPLICATIONS

Policy 2.1.3 Purchasing. All supplier payments are approved under delegated authority pursuant to the authorisation limits outlined in Council's Purchasing Policy.

## FINANCIAL IMPLICATIONS

All expenditure is incurred by authorised officers and made in accordance with the adopted Annual Budget. All amounts quoted in this report are inclusive of GST.

## STRATEGIC IMPLICATIONS

A proactive, approachable Council which values community consultation, transparency and accountability

5.1 Strengthen organisational accountability and transparency

5.2 Strive for excellence in leadership and governance.

## RISK IMPLICATIONS

### RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
That Council does not accept the list of payments	Rare (1)	Moderate (3)	Low (1-4)	COMPLIANCE Minor regulatory or statutory impact	Accept Officer Recommendation

### RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

**RISK RATING**

<b>Risk Rating</b>	3
<b>Does this item need to be added to the Town's Risk Register</b>	No
<b>Is a Risk Treatment Plan Required</b>	No

**SITE INSPECTION**

N/A

**COMMENT**

Payments for the period include the following significant items.

<b>Payee</b>	<b>Particulars</b>	<b>Amount (GST inc)</b>
AE HOSKINS BUILDING SERVICES	FREMANTLE WOMENS SOCCER CLUB BUILDING UPGRADE - PROGRESS CLAIM 4 - WORKS COMPLETED TO 25/07/24	\$ 133,186.50
AUSTRALIAN TAXATION OFFICE	GST PAYABLE JULY 24	\$ 92,983.00
VEOLIA RECYCLING & RECOVERY (FORMALLY SUEZ)	WASTE & RECYCLING FEES – JULY 24	\$ 43,667.31
VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD	WASTE & RECYCLING FEES – JULY 24	\$ 38,314.98
PROTEC ASPHALT	MOSS STREET - ADJACENT TO EFCP - CUT-OUT, REMOVE & REINSTATE ROADBASE. KERB BACKFILLING LAWN MIX-CARPARK POTHOLE REPAIRS - CUT & REPLACE 4 TONNES PATCHES FOR RIVERSIDE ROAD & ROAD PROFILING. DEPOT - DRAINAGE PIT ASPHALT 1.5T	\$ 36,420.10
JACKSON MCDONALD BARRISTERS & SOLICITORS	LEGAL FEES - EAST FREMANTLE OVAL REDEVELOPMENT 28/06/24 - 29/07/24	\$ 34,441.42
SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	\$ 32,295.24
PROTEC ASPHALT	ROAD ASPHALT PATCHES FOR RIVERSIDE ROAD & ROAD PROFILING	\$ 22,000.00
FOCUS NETWORKS	2024/25 RFT04 2021/22 MANAGED PROACTIVE SERVICE, SOFTWARE AS A SERVICE (SAAS) AND MANAGED HARDWARE & ELECTRICAL CONTRACTOR TO ASSESS CABLING IN CEO OFFICE	\$ 20,550.99
MORIN AND SON TREE SERVICES	STREET TREE REMOVALS PRUNING & STUMP GRINDING – VARIOUS STREETS	\$ 16,038.00

**CONCLUSION**

Nil

## 13.4 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

**Council Resolution** Choose an item. Click or tap to enter a date.

**OFFICER RECOMMENDATION:**

That Council in accordance with regulation 13(1) of the *Local Government (Financial Management) Regulations 1996*, receives the list of payments made under delegated authority for the month ended 31 August 2024.

August 2024		
Voucher No	Account	Amount
Cheque 5405	Municipal (Cheques)	\$23.75
EFT 37870—38020	Municipal (EFT)	\$764,397.76
Payroll	Municipal (EFT)	\$348,470.73
	Municipal (Direct Debit)***	\$3,571,524.77
	Credit Card	\$4,429.57
	Total Payments	\$4,688,846.58

\*\*\* The Direct Debit includes term deposits of \$3.5million.

## REPORT ATTACHMENTS

Attachments start on the next page

TOWN OF EAST FREMANTLE					
List of Accounts paid by the Chief Executive for August 2024 submitted for the information of the Council Meeting to be held on Tuesday 17 September 2024					
Cheque	Payment Date	Supplier	Description	Inv Amount	Cheque
5405	14/08/2024	DEPARTMENT OF TRANSPORT	12 MONTHS REGO RENEWAL	23.75	23.75
			CHEQUE TOTAL	23.75	23.75
EFTS		Supplier	Description	Inv Amount	EFT
EFT37870	02/08/2024	HIDRIVE GROUP PTY LTD	TRANSFER RANGERS UTE CANOPY NEW VEHICLE	7,303.73	7,303.73
EFT37871	02/08/2024	A MULE	BOND REFUND FOR CANCELED SUMPTON GREEN HIRE	313.50	313.50
EFT37872	02/08/2024	M ROSS	REFUND OF MOORING PEN BOND	2,000.00	2,000.00
EFT37873	02/08/2024	L YOUNG	REFUND OF MOORING PEN BOND	2,100.00	2,100.00
EFT37874	02/08/2024	P & C BRODIE	REFUND OF MOORING PEN BOND	2,090.00	2,090.00
EFT37875	02/08/2024	A BRADLEY	REFUND OF BOND FOR SUMPTON GREEN HIRE	313.50	313.50
EFT37876	02/08/2024	M HANSEN	REFUND OF MOORING PEN BOND	2,090.00	2,090.00
EFT37877	02/08/2024	D ROSS	INFRASTRUCTURE BOND REFUND	3,000.00	3,000.00
EFT37878	02/08/2024	D ROWLANDS	INFRASTRUCTURE BOND REFUND	1,500.00	1,500.00
EFT37879	02/08/2024	S KNIGHT	INFRASTRUCTURE BOND REFUND	3,000.00	3,000.00
EFT37880	02/08/2024	B ZEBROWSKI	INFRASTRUCTURE BOND REFUND	5,000.00	5,000.00
EFT37881	02/08/2024	J MONTAGU	INFRASTRUCTURE BOND REFUND	3,000.00	3,000.00
EFT37882	02/08/2024	B MCKENNA	INFRASTRUCTURE BOND REFUND	3,000.00	3,000.00
EFT37883	02/08/2024	W LI	INFRASTRUCTURE BOND REFUND	3,000.00	3,000.00
EFT37884	02/08/2024	N SPADACCINI	INFRASTRUCTURE BOND REFUND	1,500.00	
			INFRASTRUCTURE BOND REFUND	1,500.00	3,000.00
EFT37885	02/08/2024	D MURDOCH	INFRASTRUCTURE BOND REFUND	5,000.00	5,000.00
EFT37886	02/08/2024	J RUWHIU	INFRASTRUCTURE BOND REFUND	1,500.00	1,500.00
EFT37887	14/08/2024	AUSTRALIA POST	MONTHLY POSTAL CHARGES 24/25 - JUL 24	5,224.54	5,224.54
EFT37888	14/08/2024	AUSTRALIAN TAXATION OFFICE	GST PAYABLE JULY 24	92,983.00	92,983.00
EFT37889	14/08/2024	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS AUGUST 24	392.94	392.94
EFT37890	14/08/2024	CONSTRUCTION TRAINING FUND	BCITF JUNE 2022 - NOT PREVIOUSLY PAID	1,791.75	1,791.75
EFT37891	14/08/2024	BUNNINGS BLDG SUPPLIES LTD	SIGNS FOR OVAL	48.08	
			MATERIALS FOR DRAINAGE GRATE - DOG PARK SUMP	263.03	311.11
EFT37892	14/08/2024	BUDGET RENT A CAR	HIRE REPLACEMENT VEHICLE DURING REQUISITE FITTING OF INDUSTRY SPECIFIC TRADE BACK TO NEW RANGER VEHICLE - 25/06/24 - 25/07/24	1,651.65	1,651.65
EFT37893	14/08/2024	BOC LIMITED	CONTAINER SERVICE - JULY 2024	22.57	22.57
EFT37894	14/08/2024	CITY OF COCKBURN	TIP FEES - JULY 2024	1,634.00	1,634.00
EFT37895	14/08/2024	FREMANTLE HERALD	ADVERTISING FREMANTLE HERALD - 27/07/24	605.00	605.00
EFT37896	14/08/2024	S LIMBERT	CHSP VOLUNTEER MEAL REIMBURSEMENT 05/08/24	14.00	14.00
EFT37897	14/08/2024	MCLEODS	PROFESSIONAL FEES - LEGAL ADVICE	558.36	
			PROFESSIONAL FEES - LEGAL ADVICE GOVERNANCE ISSUES	434.28	
			LEGAL SERVICES BY MCLEODS FOR REGULATORY SERVICES 2024-25 - BUILDING COMPLIANCE ISSUES	1,164.68	2,157.32
EFT37898	14/08/2024	ST JOHN AMBULANCE WESTERN AUSTRALIA	PROVIDE FIRST AID STAFF TRAINING - ST JOHN WA - 23/07/24	2,090.00	2,090.00
EFT37899	14/08/2024	TELSTRA LIMITED	SUMPTON GREEN PHONES TO 07/07/24	89.76	89.76
EFT37900	14/08/2024	WATER CORPORATION	WATER USE & SERVICE CHARGES VARIOUS LOCATIONS	7,302.55	7,302.55
EFT37901	14/08/2024	WORK CLOBBER	NEW UNIFORM FOR OPS STAFF	712.43	712.43
EFT37902	14/08/2024	SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	32,295.24	32,295.24
EFT37903	14/08/2024	TOTAL PACKAGING (WA) PTY LTD	15 x CARTONS (60 BOXES) OF BIODEGRADABLE DOG WASTE DISPOSAL BAGS	5,033.60	5,033.60
EFT37904	14/08/2024	DEPT OF MINES, INDUSTRY REGULATION & SAFETY	BSL COLLECTED JULY 24	6,191.96	6,191.96
EFT37905	14/08/2024	LIME FLOWERS	FLOWERS FOR STAFF MEMBER	170.00	170.00
EFT37906	14/08/2024	STRATA GREEN	TREE STAKES AND EDGING	2,760.23	2,760.23
EFT37907	14/08/2024	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES - DEPOT- 01/08/24	9.80	
			WOOLWORTHS PURCHASES - ADMIN- 06/08/24	78.35	
			WOOLWORTHS PURCHASES - ADMIN - 06/08/24	32.85	
			WOOLWORTHS PURCHASES - DEPOT - 09/08/24	162.40	283.40
EFT37908	14/08/2024	CITY OF SOUTH PERTH	2024/25 ANIMAL CARE ANNUAL SERVICE FEES 01/07/24 - 30/06/25	5,720.00	
			24/25 ANIMAL CARE IMPOUND FEES - JULY 24	793.10	6,513.10
EFT37909	14/08/2024	DAVID GRAY & CO. PTY LTD	360L RECYCLING BINS - COMPLETE SETS X20	1,945.90	
			5X TRIANGLE BIN ENCLOSURE KEYS	57.48	
			240L RECYCLING BINS - COMPLETE SETS X20	1,386.00	3,389.38
EFT37910	14/08/2024	HYDRO JET	GRAFFITI REMOVAL - EH GRAY MIDWIFE CENTRE & GEORGE STREET PEDESTRIAN UNDERPASS	357.50	357.50
EFT37911	14/08/2024	LANDSCAPE YARD O'CONNOR	MATERIAL FOR BEHIND FOOTPATH - WOODCHIPS	2,114.70	2,114.70
EFT37912	14/08/2024	DEPARTMENT OF TRANSPORT	VEHICLE OWNERSHIP REGISTRATION REQUESTS - FINAL NOTICES - INFRINGEMENTS - JULY 24	263.90	263.90
EFT37913	14/08/2024	FOCUS NETWORKS	2024/25 RFT04 2021/22 MANAGED PROACTIVE SERVICE (IT SUPPORT SERVICES) - JULY 24	9,010.10	
			2024/25 - RFT04 - 2021/22 SOFTWARE AS A SERVICE (SAAS) AND MANAGED HARDWARE - AUGUST 24	10,990.89	
			QU7779G - ELECTRICAL CONTRACTOR TO ASSESS CABLING IN CEOS OFFICE	550.00	20,550.99
EFT37914	14/08/2024	ENVIRO SWEEP	STREET SWEEPING - RFQ12-2020/21 - JULY 2024 (INC FUEL SURCHARGE)	5,055.45	5,055.45
EFT37915	14/08/2024	LOCAL GOVERNMENT PLANNERS ASSOCIATION	3 X STAFF REGISTRATION FOR LGPA EVENT 29/08/24	300.00	300.00

EFT37916	14/08/2024	VOCUS COMMUNICATIONS	STANDING ORDER FOR VOIP SLIP LINES/SERVICES MONTHLY CHARGES - JULY 24	302.27	302.27
EFT37917	14/08/2024	SNAP PRINTING	BUSINESS CARDS FOR RANGER	143.00	143.00
EFT37918	14/08/2024	APARC AUSTRALIAN PARKING & REVENUE CONTROL PTY LTD	STANDING ORDER FOR ONGOING MONTHLY CHARGES - HOST CMS INCLUDING LICENSE & COMMUNICATION COSTS, COMPREHENSIVE MAINTENANCE & PARTS PER MONTH - JULY 24	182.91	
			PAYABLE CREDIT CARD TRANSACTIONS VIA TILL PER MONTH - JULY 24	128.60	311.51
EFT37919	14/08/2024	TREE'S A CROWD TREE CARE	ALLEN STREET VERGE - TREE MAINTENANCE AS DIRECTED	4,700.00	4,700.00
EFT37920	14/08/2024	VEOLIA RECYCLING & RECOVERY (FORMALLY SUEZ)	GENERAL WASTE PICKUP - 46 EAST STREET EAST FREMANTLE	780.45	
			FOGO GREEN BINS - RESIDENTIAL & PRIORITY , GENERAL WASTE RED BINS - RESIDENTIAL & PRIORITY, PARKS & RESERVES, STREET LITTER BINS, RECYCLING - YELLOW BINS - RESIDENTIAL & PRIORITY, STREET LITTER BINS, GENERAL WASTE & RECYCLING -COMMERCIAL, RECYCLING & GENERAL WASTE 48-50 ALEXANDRA ROAD JULY 24	42,886.86	43,667.31
EFT37921	14/08/2024	H DICKSON	CHSP VOLUNTEER MEAL REIMBURSEMENT 31/07/24	13.80	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 02/08/24	15.00	28.80
EFT37922	14/08/2024	CONTRA-FLOW PTY LTD	TM (3x1) FOR PROFILING AND RESEAL WORKS ON RIVERSIDE RD - 09/08/24	971.09	971.09
EFT37923	14/08/2024	DELTA ROOFING	TOWN HALL - GUTTER REPLACEMENTS & REPAIRS	6,160.00	6,160.00
EFT37924	14/08/2024	GRACE RECORDS MANAGEMENT (AUSTRALIA)	STORAGE FEES 01/08/24 - 31/08/24 AND FILE RETRIEVAL JULY 24	397.68	
			DOCUMENT SCANNING, DATA STORAGE, USER LICENCES AND HOSTING - JULY 24	559.71	957.39
EFT37925	14/08/2024	FRESH PROVISIONS BICTON	CHSP CLIENT & VOLUNTEER LUNCHES 02/07/24	149.10	
			CHSP CLIENT & VOLUNTEER LUNCHES 06/07/24	82.14	
			CHSP CLIENT & VOLUNTEER LUNCHES 09/07/24	56.97	
			CATERING - CULTURE CLUB MEETING 29/07/24	260.28	
			CHSP CLIENT & VOLUNTEER LUNCHES 30/07/24	152.22	700.71
EFT37926	14/08/2024	KYOCERA DOCUMENT SOLUTIONS	PRINTING COSTS 2024/25 - DOVENBY HOUSE - RVQ4209896 - JULY 24	43.05	43.05
EFT37927	14/08/2024	PAATSCH CONSULTING PTY LTD	RFT01 2020/21 CONTRACT VARIATION 4 PROPOSAL DATED 24 MARCH 2024 - 16.5 HOURS JULY 24	4,537.50	4,537.50
EFT37928	14/08/2024	M2M ONE PTY LTD	TOWN HALL LIFT EMERGENCY SIM CARD - AUGUST 24	19.25	19.25
EFT37929	14/08/2024	PAUL ROSE (MELVILLE RETIC)	LEAF CLEAN UP AT RACEWAY PARK & LEE PARK	1,495.00	1,495.00
EFT37930	14/08/2024	PLANET OF THE SHAPES (FORMALLY PAPERSCOUT)	BUDGET BULLETIN 2024-2025	616.00	
			TALK OF THE TOWN JULY EDITION INCLUDING PRINTING AND DISTRIBUTION	2,739.00	3,355.00
EFT37931	14/08/2024	TPG NETWORK PTY LTD	INTERNET CHARGES 01/07/24-31/07/24	1,920.60	1,920.60
EFT37932	14/08/2024	RK ROACH	EFCP - CROQUET SURVEY PICKUP LEVELS - 06/08/24	1,144.00	1,144.00
EFT37933	14/08/2024	PROTEC ASPHALT	ROAD ASPHALT PATCHES FOR RIVERSIDE ROAD - 2 DAYS 14 TONNES PER DAY, ROAD PROFILING FOR RIVERSIDE ROAD - 2 DAYS	22,000.00	22,000.00
EFT37934	14/08/2024	M LIMBERT	CHSP VOLUNTEER MEAL REIMBURSEMENT 05/08/24	14.00	14.00
EFT37935	14/08/2024	T ABELHA	CHSP VOLUNTEER MEAL REIMBURSEMENT 05/08/24	15.00	15.00
EFT37936	14/08/2024	ALL FENCE U RENT	TEMP FENCING FOR PLAYGROUND WORKS	660.00	660.00
EFT37937	14/08/2024	EV UP PTY LTD	TOWN HALL EV CHARGER - UPCHARGE SOFTWARE - JULY 2024 - JULY 2026	434.50	434.50
EFT37938	14/08/2024	CLASSIC HIRE	FCFC TOILET HIRE - 01/06/24 - 01/07/24	1,142.63	1,142.63
EFT37939	14/08/2024	J & V EARTHMOVING CONTRACTORS	TRACKED BOBCAT LEVELLING OUT DIRT MOUND NEAR OLD BOWLS TO ALLOW FOR DRAINAGE, REMOVAL AND DISPOSAL OF MIXED WASTE 12M3	3,511.20	3,511.20
EFT37940	14/08/2024	PHOENIX CONTAINERS PTY LTD	SOCCER CLUB - SEA CONTAINER HIRE - AUGUST 2024	144.93	144.93
EFT37941	14/08/2024	WDJ PEST CONTROL	STREET TREE - TERMITE TREATMENT - OAKOVER STREET	440.00	440.00
EFT37942	14/08/2024	DMG PROPERTY PTY LTD	PROJECT MANAGEMENT SERVICES - FREMANTLE WOMENS FOOTBALL CLUB BUILD UPGRADE - UNTIL OCTOBER 2024 - PROJECT MANAGEMENT CONSLTANCY SERVICES - JULY 24 CONTRACT MANAGEMENT	5,500.00	5,500.00
EFT37943	14/08/2024	A CONNELL	CHSP CLIENT ACTIVITY - 16/07 & 30/07	120.00	120.00
EFT37944	14/08/2024	FORPARK AUSTRALIA	GLASSON PARK - REPLACEMENT TODDLER SWING CHAINS X4	162.80	162.80
EFT37945	14/08/2024	ILLION TENDERLINK	TENDERLINK FEES FOR PORTAL UPLOADS - STANDING ORDER - 1 TENDER - JULY 24	60.50	60.50
EFT37946	14/08/2024	S DOUGLAS	CHSP VOLUNTEER MEAL REIMBURSEMENT 01/08/24	15.00	15.00
EFT37947	14/08/2024	VOCUS COMMUNICATIONS (AMCOM)	MANAGED HARDWARE UC ACCESS - 01/09/24 - 30/09/24	202.40	202.40
EFT37948	14/08/2024	BING TECHNOLOGIES PTY LTD	ELECTRONIC MAIL - 15/07/24 - 31/07/24	347.97	347.97
EFT37949	14/08/2024	EASI PACKAGING PTY LTD	PAYROLL DEDUCTIONS AUGUST 24	3,076.05	3,076.05
EFT37950	14/08/2024	MICHAEL RICHARD WARD	BUILDING SURVEYOR SERVICES 24/25 - 02/07/24 - 4 HOURS	400.00	
			BUILDING SURVEYOR SERVICES 24/25 -23/074/24 - 5 HOURS & 30/07/24 - 5 HOURS	1,000.00	1,400.00
EFT37951	14/08/2024	COASTLINE MOWERS	STIHL BATTERY CHARGER - AL500 RAPID CHARGER	211.65	
			6 X ROLLS OF BRUSHCUTTER CORD, 4 X 20-2 AUTOFEED HEADS, 6 X END CAPS FOR 20-2, 2 X 5LITRE HP ULTRA TWO STROKE	820.00	1,031.65
EFT37952	14/08/2024	SOURCE BUSINESS PARTNERS	EOY FINANCIAL ACCOUNTING SUPPORT 2023/24 - PROGRESS INVOICE	2,450.25	
			EAST FREMANTLE OVAL REDEVELOPMENT FINALISATION - PROGRESS INVOICE	3,064.86	5,515.11
EFT37953	14/08/2024	MORIN AND SON TREE SERVICES	STREET TREE REMOVALS PRUNING & STUMP GRINDING - PTERA, BEDFORD, GLYDE, OAKOVER & CLAYTON STS	5,038.00	



			STREET TREE PRUNING - VARIOUS LOCATIONS - ULRICH PARK, RACEWAY PARK, ALLEN, FORTESCUE, MARMION, DALGETY & CLAYTON STS	5,335.00	
			STREET TREE PRUNING - OSBORNE, FORTESCUE, IRWIN, PETRA, FORTESCUE, MAY AND PHILLIP STS	5,665.00	16,038.00
EFT37954	14/08/2024	UNITED RENTALS AUSTRALIA T/A ROYAL WOLF AUSTRALIA	WAUHOP PARK - TEMPORARY OFFICE UNITS HIRE FCFC BUILDING UGRADE- 01/07/24 - 31/07/24	1,898.01	1,898.01
EFT37955	14/08/2024	H HUDSON	REIMBURSEMENT OF COST OF PURCHASE OF FUEL	40.95	40.95
EFT37956	14/08/2024	B ACTIVE EAST FREMANTLE	TOWN CONTRIBUTION TO STAFF GYM MEMBERSHIPS - 06/06/24 - 03/07/24	904.00	904.00
EFT37957	14/08/2024	ASCENTION PROPERTIES T/AS CIVIL PRODUCTS WA	DOG PARK CORFLUTE AND EXERCISE AREA SIGNS	15.95	
			DOG PARK CORFLUTE AND EXERCISE AREA SIGNS	140.80	156.75
EFT37958	14/08/2024	FULL FAT CONSULTING - N PARKER	CONSULTATION OF SERVICES SUPPORTING EAST FREMANTLE COMMUNITY PARK FROM HANDOVER TO BUSINESS AS USUAL OPERATION - FIRST STAGE - IMPLEMENTATION OF GAP RECOMMENDATIONS AND CLIENT SIDE SUPPORT 29/07/24 - 09/08/24	8,043.75	8,043.75
EFT37959	14/08/2024	SIGNMAN	SUPPLY AND INSTALL FROSTING TO 2 X WINDOW SECTIONS AS PER QUOTE DATED 12/07/24 - BAR 2 FUNCTION ROOM EF COMMUNITY PARK	638.00	638.00
EFT37960	14/08/2024	N HUCK	REFUND OF OVERPAYMENT OF PARKING FEES - LEEUWIN LAUNCHING RAMP 06/8/24	83.30	83.30
EFT37961	14/08/2024	AMPOL AUSTRALIA	FUEL USE 01/07/24 - 31/07/24	5,383.23	5,383.23
EFT37962	28/08/2024	APACE AID (INC)	NIERGARUP TRACK - WEED CONTROL - 06/08/24	660.00	660.00
EFT37963	28/08/2024	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS AUGUST 24	367.63	367.63
EFT37964	28/08/2024	CONSTRUCTION TRAINING FUND	BCITF JULY 24	4,231.75	4,231.75
EFT37965	28/08/2024	BUNNINGS BLDG SUPPLIES LTD	MATERIALS FOR ROAD AND STREET MAINTENANCE	19.80	
			GATE REPAIR PARTS & MATERIALS	216.74	
			REPLACEMENT AEG BATTERIES	663.10	899.64
EFT37966	28/08/2024	BUDGET RENT A CAR	HIRE REPLACEMENT VEHICLE DURING REQUISITE FITTING OF INDUSTRY SPECIFIC TRADE BACK TO NEW RANGER VEHICLE - 25/04/24 - 06/08/24	772.59	772.59
EFT37967	28/08/2024	FREMANTLE HERALD	ADVERTISING - 24/08/24	605.00	605.00
EFT37968	28/08/2024	S LIMBERT	CHSP VOLUNTEER MEAL REIMBURSEMENT 12/08/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 19/08/24	15.00	30.00
EFT37969	28/08/2024	MELVILLE TOYOTA	FRONT PASSENGER TYRE FOR HIACE	260.00	260.00
EFT37970	28/08/2024	OPTUS ADMINISTRATION PTY LTD	MOBILE PHONE USE 22/07/24 - 21/08/24	169.98	169.98
EFT37971	28/08/2024	MAYOR O'NEILL	SITTING FEES, ICT ALLOWANCE & MAYORAL ALLOWANCE AUGUST 2024	5,909.42	5,909.42
EFT37972	28/08/2024	ST JOHN AMBULANCE WA	PROVIDE FIRST AID STAFF TRAINING AUGUST 14 2024	2,660.00	2,660.00
EFT37973	28/08/2024	TELSTRA LIMITED	DEPOT MOBILE BACKUP 04/08/24 - 03/09/24	19.00	
			MONTHLY DATA FEES FOR OPERATIONS & RANGERS TABLETS AND PHONES, RETIC AND VMS TRAILER - 04/08/24 - 03/09/24	1,092.00	
			SUMPTON GREEN PHONES TO 07/08/24	84.67	1,195.67
EFT37974	28/08/2024	WORK CLOBBER	UNIFORM FOR OPS STAFF	581.70	581.70
EFT37975	28/08/2024	SYNERGY	POWER SUPPLY VARIOUS LOCATIONS	2,071.50	2,071.50
EFT37976	28/08/2024	MCGEES NATIONAL PROPERTY CONSULTANTS	SEABED RENT, POSTAGE & PETTIES & MANAGEMENT FEES 01/09/24 - 30/11/24 AND JETTY MOORING LICENCE 01/09/24 - 31/08/25	15,201.31	15,201.31
EFT37977	28/08/2024	THE TRUSTEE FOR THE MACRI PARTNERS UNIT TRUST (MACRI PARTNERS)	AUDIT OF LRCIP PHASE 4 FUNDING YEAR ENDING 30/06/24		
			ATTENDING TO THE AUDIT AND ISSUANCE OF AUDITOR'S REPORT - BETTER BINS PLUS: GO FOGO KERBSIDE COLLECTION PROGRAM	770.00	
			AUDIT OF LRCIP PHASE 4 FUNDING YEAR ENDING 30/06/24	1,617.00	
			ATTENDING TO AUDIT OF ISSUANCE OF INDEPENDANT AUDITORS REPORT FOR DLGSC - EF OVAL REDEVELOPMENT PROJECT	808.50	3,195.50
EFT37978	28/08/2024	WESTERN AUSTRALIA LOCAL GOVERNMENT ASSOCIATION (WALGA)	REGISTRATION FOR 3 X STAFF WALGA PLANNING SHOWCASE 2024	255.00	255.00
EFT37979	28/08/2024	CR. HARRINGTON	SITTING FEES & ICT ALLOWANCE AUGUST 2024	1,767.58	1,767.58
EFT37980	28/08/2024	WOOLWORTHS GROUP LIMITED	WOOLWORTHS PURCHASES - DEPOT 08/08/24	53.20	
			WOOLWORTHS PURCHASES - CHSP 09/08/24	43.60	
			WOOLWORTHS PURCHASES - CHSP 09/08/24	11.80	
			WOOLWORTHS PURCHASES - CHSP 12/08/24	13.00	
			WOOLWORTHS PURCHASES - DEPOT 13/08/24	7.10	
			WOOLWORTHS PURCHASES - ADMIN 16/08/24	29.50	
			WOOLWORTHS PURCHASES - DEPOT 19/08/24	11.20	
			WOOLWORTHS PURCHASES - CHSP 20/08/24	193.52	
			WOOLWORTHS PURCHASES - ADMIN - 26/08/24	73.90	
			WOOLWORTHS PURCHASES - ADMIN - 27/08/24	38.08	474.90
EFT37981	28/08/2024	CR COLLINSON	SITTING FEES & ICT ALLOWANCE AUGUST 2024	1,767.58	1,767.58
EFT37982	28/08/2024	RJ WYNN	REFUND OF RATES PAYMENT RECEIPTED TO INCORRECT PROPERTY	759.63	759.63
EFT37983	28/08/2024	SEEK LIMITED	EMPLOYMENT AD - CUSTOMER SERVICE/INFORMATION OFFICER	484.00	484.00
EFT37984	28/08/2024	FOCUS NETWORKS	QU - 7745G REPLACEMENT SONICWALL TZ400 FIREWALL - TEFFRMBFWL1	1,259.50	
			QU7746G REPLACEMENT SONICWALL TZ600 FIREWALL - TEFFRMAFWL1	1,870.00	3,129.50
EFT37985	28/08/2024	FREMANTLE CHAMBER ORCHESTRA	SPONSORSHIP - FREMANTLE CHAMBER ORCHESTRA JULY 24 - JUNE 25	2,000.00	2,000.00
EFT37986	28/08/2024	SNAP PRINTING	BUSINESS CARDS - CR HARRINGTON	143.00	143.00

EFT37987	28/08/2024	CR. MACPHAIL	SITTING FEES & ICT ALLOWANCE AUGUST 2024	1,767.58	1,767.58
EFT37988	28/08/2024	CR. WHITE	SITTING FEES & ICT ALLOWANCE AUGUST 2024	1,767.58	1,767.58
EFT37989	28/08/2024	CR. NATALE	SITTING FEES, ICT ALLOWANCE & DEPUTY MAYORAL ALLOWANCE AUGUST 2024	2,600.66	2,600.66
EFT37990	28/08/2024	AMBIUS (RENTOKIL INITIAL PTY LTD)	TOWN HALL PLANT HIRE - 27/09/24 - 26/10/24	342.20	342.20
EFT37991	28/08/2024	H DICKSON	CHSP VOLUNTEER MEAL REIMBURSEMENT 09/08/24	11.50	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 16/08/24	15.00	
			CHSP VOUNTEER MEAL REIMBURSEMENT 21/08/24	14.90	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 23/08/24	15.00	56.40
EFT37992	28/08/2024	CONTRA-FLOW PTY LTD	TM (3x1) FOR PROFILING AND RESEAL WORKS ON RIVERSIDE RD - 21/08/24	1,551.97	1,551.97
EFT37993	28/08/2024	THE FRUIT BOX GROUP	FRUITBOX DELIVERY - TOWN HALL AND DEPOT - 29/07/24 - 19/08/24	252.00	252.00
EFT37994	28/08/2024	WA FENCEWORKS PTY LTD	REAR OF DEPOT - MESH & WIRE PRODUCTS SUPPLY & INSTALL - QUOTE 7444 - WORK COMPLETED AUGUST 24	3,720.72	3,720.72
EFT37995	28/08/2024	FRESH PROVISIONS BICTON	CHSP CLIENT AND VOLUNTEER LUNCHES 30/07/24	23.98	23.98
EFT37996	28/08/2024	CR DONOVAN	SITTING FEES & ICT ALLOWANCE AUGUST 2024	1,767.58	1,767.58
EFT37997	28/08/2024	PLANET OF THE SHAPES (FORMALLY PAPERSCOUT)	ACROSS THE TOWN ADVERT FOR AUGUST/SEPTEMBER 2024 - DESIGN OF ADVERT	385.00	385.00
EFT37998	28/08/2024	PROTEC ASPHALT	MOSS STREET - ADJACENT TO EFCP - CUT-OUT, REMOVE & REINSTATE ROADBASE 97 LINEAL M OF KERB, KERB INSTALLATION, BLACK ASPHALT TO TIE IN KERB - 3T	10,500.60	
			ROAD ASPHALT PATCHES FOR RIVERSIDE ROAD - 2 DAYS 14 TONNES PER DAY, ROAD PROFILING FOR RIVERSIDE ROAD - 2 DAYS (6 HOURS DAYS)	20,438.00	
			MOSS STREET - KERB BACKFILLING LAWN MIX - 3X LOADS, EFYC - CARPARK POTHOLE REPAIRS - CUT & REPLACE 4 TONNES, DEPOT - DRAINAGE PIT ASPHALT 1.5T	5,481.50	36,420.10
EFT37999	28/08/2024	M LIMBERT	CHSP VOLUNTEER MEAL REIMBURSEMENT 12/08/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 19/08/24	15.00	30.00
EFT38000	28/08/2024	J ENGLAND	CHSP VOLUNTEER MEAL REIMBURSEMNET 15/08/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 22/08/24	15.00	30.00
EFT38001	28/08/2024	K MCDONALD	CHSP VOLUNTEER MEAL REIMBURSEMENT 08/08/24	12.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 22/08/24	12.20	24.20
EFT38002	28/08/2024	CR. WILSON	SITTING FEES & ICT ALLOWANCE AUGUST 2024	1,767.58	1,767.58
EFT38003	28/08/2024	TRAFFIC LOGISTICS AUSTRALIA	ANNUAL TRAFFIC COUNTS FOR THE TOWN	5,148.00	
			EAST FREMANTLE OVAL TRAFFIC COUNTS	1,584.00	6,732.00
EFT38004	28/08/2024	MARKETLIFE PTY LTD ( PERTH MAKERS MARKET, ERIN MADELEY CONSULTING)	2024 GEORGE STREET FESTIVAL STALLHOLDER COORDINATOR AS PER RFQ09 22/23 - SECOND 25% PAYMENT	3,609.10	3,609.10
EFT38005	28/08/2024	JACKSON MCDONALD BARRISTERS & SOLICITORS	LEGAL FEES - EAST FREMANTLE OVAL REDEVELOPMENT 28/06/24 - 29/07/24	34,441.42	34,441.42
EFT38006	28/08/2024	CALL ASSOCIATES PTY LTD	STANDING ORDER FOR AFTER HOURS CALL CENTRE SERVICES - JULY 24	460.46	460.46
EFT38007	28/08/2024	P TSEN	CHSP VOLUNTEER MEAL REIMBURSEMENT 09/08/24	15.00	
			CHSP VOLUNTEER MEAL REIMBURSEMENT 16/08/24	15.00	30.00
EFT38008	28/08/2024	J & V EARTHMOVING CONTRACTORS	DEPOT - SUPPLY AND INSTALL 1800X1800 SOAKWELL	7,513.44	7,513.44
EFT38009	28/08/2024	FORPARK AUSTRALIA	RACEWAY PARK - 5M FLYING FOX REPLACEMENT PARTS & INSTALL - INSURANCE CLAIM BRANCH FAILURE	7,274.30	7,274.30
EFT38010	28/08/2024	J MUIR	CHSP VOLUNTEER MEAL REIMBURSEMENT 15/08/24	15.00	15.00
EFT38011	28/08/2024	BING TECHNOLOGIES PTY LTD	ELECTRONIC MAIL - 05/08/24-14/08/24	41.60	41.60
EFT38012	28/08/2024	EASI PACKAGING PTY LTD	PAYROLL DEDUCTIONS AUGUST 24	3,076.05	3,076.05
EFT38013	28/08/2024	CR. MAYWOOD	SITTING FEES & ICT ALLOWANCE AUGUST 2024	1,767.58	1,767.58
EFT38014	28/08/2024	MICHAEL RICHARD WARD	BUILDING SURVEYOR SERVICES FOR - 06/08/24 - 5 HOURS AND 13/08/24- 5 HOURS	1,000.00	1,000.00
EFT38015	28/08/2024	AE HOSKINS BUILDING SERVICES	FREMANTLE WOMENS SOCCER CLUB BUILDING UPGRADE - PROGRESS CLAIM 4 - WORKS COMPLETED TO 25/07/24	133,186.50	133,186.50
EFT38016	28/08/2024	R & H PLUMBING AND GAS PTY LTD	SUMPTON GREEN - CLEAR TOILET / DRAINAGE BLOCKAGE	616.00	
			TESTING OF RPZ'S AS REQUIRED - 07/08/24 - MOSS STREET	330.00	946.00
EFT38017	28/08/2024	SOURCE BUSINESS PARTNERS	EAST FREMANTLE OVAL REDEVELOPMENT FINALISATION - PROGRESS INVOICE	556.88	
			EOY FINANCIAL ACCOUNTS 2023/24 - PROGRESS INVOICE	4,964.01	5,520.89
EFT38018	28/08/2024	MORIN AND SON TREE SERVICES	STREET TREE PRUNING - VARIOUS LOCATIONS - 16/08/24 - PRESTON POINT, HUBBLE, CLAYTON, SEWELL, SILAS, POLO, RICHMOND AND MAY STS	5,225.00	
			STREET TREE PRUNING - VARIOUS LOCATIONS - PRESTON POINT, ALLEN, AND TRICOLERE	5,225.00	10,450.00
EFT38019	28/08/2024	FULL FAT CONSULTING - NICOLA PARKER	CONSULTATION OF SERVICES SUPPORTING EAST FREMANTLE COMMUNITY PARK FROM HANDOVER TO BUSINESS AS USUAL OPERATION - FIRST STAGE - ACTIONS DELIVERING ONGOING OPERATIONAL & TRANSITION SUPPORT, INCLUDING EFFC & EFBC LEASE, DEFECTS AND CONTRACTS MANAGEMENT PLAN	9,009.00	9,009.00
EFT38020	28/08/2024	VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD	GENERAL WASTE DISPOSAL - JULY 24	15,745.49	
			WASTE DISPOSAL FOGO - JULY 24	18,059.75	
			WASTE DISPOSAL FOGO (COMINGLED) - JULY 24	4,509.74	38,314.98
			EFT TOTAL	764,397.76	764,397.76
	Direct Debit - August 2024	Supplier	Description	Inv Amount	EFT
		CBA	INTEREST ADJUSTMENT	0.06	0.06
		CBA	REJECT RETURN FEE	12.50	12.50
		CBA	MERCHANT FEE	298.23	298.23
		CBA	MERCHANT FEE	1,912.56	1,912.56

		FLEETCARE	FLEETCARE PAYMENT	2,560.53	2,560.53
		AMEX	AMEX FEE	275.27	275.27
		CBA	AUDIT CERTIFICATE FEE	60.00	60.00
		TILL	TILL SIMPLEPAY FEE	254.51	254.51
		SUPERCHOICE	EMPLOYEE SUPERANNUATION - FEBRUARY 24	62,427.42	62,427.42
		NAB	TERM DEPOSIT INVESTMENT	2,500,000.00	2,500,000.00
		CBA	ACCOUNT SERVICE TRANSACTION FEES	8.50	8.50
		CBA	BPOINT TRANSACTION FEES	41.58	41.58
		CBA	BPAY TRANSACTION FEES	347.50	347.50
		SHERRIFS OFFICER PERTH	FER REGISTRATION FEES	3,182.00	3,182.00
		CBA	COMMBIZ TRANSACTION FEES	39.11	39.11
		EXETEL	INTERNET ACCESS	105.00	105.00
		CBA	TERM DEPOSIT INVESTMENT	1,000,000.00	1,000,000.00
				3,571,524.77	3,571,524.77
	Credit Cards - August 2024	Supplier	Description	Inv Amount	EFT
		CREDIT CARD - A DRIVER	AMPOL - FUEL FOR HIRE VEHICLE	121.12	121.12
			AMPOL - FUEL FOR HIRE VEHICLE	33.20	33.20
			SUPER CHEAP AUTO - ITEMS FOR RANGER VEHICLE	294.98	294.98
			AMPOL - FUEL FOR HIRE VEHICLE	66.03	66.03
			OFFICEWORKS FREMANTLE- STATIONERY ITEMS	69.10	69.10
			TOWN OF EAST FREMANTLE- TICKET MACHINE TEST	4.90	4.90
			KOOLFRO PTY LTD- MYAREE SIGNES - TOEF RANGER DECALS FOR NEW RANGER VEHICLE	695.83	695.83
		CREDIT CARD - NICK KING	OFFICEWORKS- SIT STAND DESK	279.00	279.00
		CREDIT CARD - PETER KOCIAN	BROWNES DAIRY - MILK	29.75	29.75
			FRESH PROVISIONS - CATERING	36.95	36.95
			GURU BROTHERS CAFÉ - CATERING	114.00	114.00
			CITY OF FREMANTLE - PARKING	6.80	6.80
			BROWNES DAIRY - MILK	29.75	29.75
			FRESH PROVISIONS - CATERING	25.99	25.99
			CANVA - SUBSCRIPTION	17.99	17.99
			MAILCHIMP - SUBSCRIPTION	88.42	88.42
			BROWNES DAIRY - MILK	29.75	29.75
			OFFICE WORKS - KEYBOARDS	207.00	207.00
			BROWNES DAIRY - MILK	29.75	29.75
			LO PRESTI & SON - CATERING	50.00	50.00
			GILBERTS FRESH - CATERING	27.65	27.65
			BROWNES DAIRY - MILK	29.75	29.75
		CREDIT CARD - ANDREW MALONE	FONGS CHINESE RESTURANT - CATERING	337.00	337.00
			FRESH PROVISIONS - CATERING	221.00	221.00
			NESPRESSO NORTH SYDNEY - COFFEE PODS	158.60	158.60
			EVENT AND CONFERENCE CO- STAFF CONFERENCE TICKET	747.04	747.04
			MAY STREET LARDER - GIFT CARD	51.99	51.99
		CREDIT CARD - REGINA TETI	PALMYRA SUPA NEWS - CARDS	10.98	10.98
			SPOTLIGHT MELVILLE - MATERIALS FOR CLIENT ACTIVITY	105.00	105.00
			O'CONNOR RETRAVISION - PORTABLE HEATER - CHSP EFLTC CENTRE ACTIVITY	89.90	89.90
			FARMER JACKS - CATERING CLIENT MORNING TEA	57.19	57.19
		CREDIT CARD - JONATHAN THROSSELL	EB UNLEASH THE POWER OF COMMUNITY- 3 X STAFF ATTENDANCE CONFERENCE EVENT - 1 TO BE REFUNDED	316.47	316.47
		CREDIT CARD - JANINE MAY	COLES - TEA/COFFEE SUPPLIES	31.30	31.30
			FRESH PROVISIONS - CATERING	15.39	15.39
			CREDIT CARD TOTAL	4,429.57	4,429.57
			Description	GROSS PAY	EFT
			PAYROLL FORTNIGHT ENDING 07/08/24	172,912.96	172,912.96
			PAYROLL FORTNIGHT ENDING 20/08/24	175,557.77	175,557.77
			PAYROLL TOTALS	348,470.73	348,470.73
			AMPOL FUEL CARDS- JULY 24	5,383.23	5,383.23
			GRAND TOTAL	4,688,846.58	4,688,846.58



# Tax Invoice

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1300 365 096  
Ampol Customer Service:  
8:30am - 6:00pm EST, Mon to Fri

000075 000  
TOWN OF EAST FREMANTLE  
PO BOX1097  
FREMANTLE WA 6959

Invoice date: 31/07/2024

Your account details	Due date	Total due inc GST
Invoice ref no: 0000429208 Account no:	21/08/2024	\$5,383.23

## Your AmpolCard invoice summary 01/07/2024 – 31/07/2024

Description	Product	Quantity	Amount \$ excl GST	GST amount	Total inc GST \$
FLEET	Unleaded	1,163.90	1,819.04	181.91	2,000.95
	Premium 95 A	144.76	252.26	25.23	277.49
	Premium 98 A	176.55	317.27	31.73	349.00
	Oils/Lubricants		55.00	5.50	60.50
	Premium Diesel A	1,456.77	2,450.26	245.03	2,695.29
	Total for Fleet		4,893.83	489.40	5,383.23
	Total		4,893.83	489.40	5,383.23

## Payment options



Bill Code:   
Ref:



Direct Payment

BSE  
Account



Credit Card

Visit [pay.ampol.com.au](https://pay.ampol.com.au) or  
Phone: 1300 138 469. Surcharges apply.

Breakdown of account summary

Details of fleet transactions processed from 01/07/2024 - 31/07/2024

Invoice date: 31/07/2024

Account no: [REDACTED]

Invoice ref no: [REDACTED]

Transaction Effective Date	Transaction Number	Customer Total	Customer Total GST
//		0.00	0.00
Total		0.00	0.00



## Breakdown of fleet summary

Details of fleet transactions processed from 01/07/2024 - 31/07/2024

Invoice ref no: [REDACTED]

Account no: [REDACTED]

Invoice date: 31/07/2024

Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
<b>1207 Rego 1GUV822 Crd Holder ADMINISTRATION</b>												
Ampol Foodary Melville	12/07	09:06	E55972	84589	Premium 95 A	50.26	202.40	101.73	0.00	101.73	9.25	0.00
Ampol Foodary Mundaring S/St	20/07	08:49	E59519	84942	Premium 95 A	28.26	195.40	55.22	0.00	55.22	5.02	0.00
Ampol Foodary Ascot	24/07	09:35	E20716	85367	Premium 95 A	31.64	180.40	57.08	0.00	57.08	5.19	0.00
Ampol Foodary Ascot	28/07	09:50	E20843	85820	Premium 95 A	34.60	183.40	63.46	0.00	63.46	5.77	0.00
<b>Card total</b>						<b>144.76</b>		<b>277.49</b>	<b>0.00</b>	<b>277.49</b>	<b>25.23</b>	<b>0.00</b>
<b>Domestic 4063</b>												
<b>2506 Rego 1DTJ953 Crd Holder HACC</b>												
Ampol Foodary Fremantle East	30/07	08:48	E26185	97912	Unleaded	51.38	159.40	81.90	0.00	81.90	7.45	0.00
Ampol Foodary Fremantle East	10/07	11:31	E25554	97279	Unleaded	55.98	189.73	106.21	0.00	106.21	9.66	0.00
Ampol Foodary Fremantle East	02/07	12:54	E25312	96925	Unleaded	58.67	160.40	94.11	0.00	94.11	8.56	0.00
Ampol Foodary Fremantle East	18/07	07:03	E25775	97516	Unleaded	38.03	186.28	70.84	0.00	70.84	6.44	0.00
<b>Card total</b>						<b>204.06</b>		<b>353.06</b>	<b>0.00</b>	<b>353.06</b>	<b>32.11</b>	<b>0.00</b>
<b>Domestic 4085</b>												
<b>0483 Rego 1GBT981 Crd Holder HACC</b>												
Ampol Foodary Fremantle East	09/07	13:05	E25522	132845	Unleaded	33.13	174.40	57.78	0.00	57.78	5.25	0.00
Ampol Foodary Fremantle East	02/07	17:15	E17704	132521	Unleaded	40.70	160.40	65.28	0.00	65.28	5.93	0.00
Ampol Foodary Fremantle East	18/07	10:17	E25789	133220	Unleaded	41.12	186.28	76.60	0.00	76.60	6.96	0.00
Ampol Foodary Fremantle East	23/07	11:49	E25937	133505	Unleaded	23.23	161.40	37.49	0.00	37.49	3.41	0.00
<b>Card total</b>						<b>138.18</b>		<b>237.15</b>	<b>0.00</b>	<b>237.15</b>	<b>21.55</b>	<b>0.00</b>
<b>Domestic 4088</b>												
<b>0467 Rego 1GCG228 Crd Holder HACC</b>												
Ampol Foodary Fremantle East	30/07	15:05	E26207	185201	Unleaded	37.22	159.40	59.33	0.00	59.33	5.39	0.00
Ampol Foodary O'Connor	10/07	09:20	E98133	184172	Unleaded	30.61	173.40	53.08	0.00	53.08	4.83	0.00
Ampol Foodary Fremantle East	01/07	13:26	E25253	183706	Unleaded	30.19	165.40	49.93	0.00	49.93	4.54	0.00
Ampol Foodary Fremantle East	15/07	14:09	E25695	184415	Unleaded	30.76	168.40	51.80	0.00	51.80	4.71	0.00

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Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ inc GST	Amount \$ inc GST	Trn fee inc GST	Total \$ inc GST	GST on supply	GST on trn fee
Ampol Foodary Fremantle East	19/07	12:27	E25837	184665	Unleaded	31.03	184.40	57.22	0.00	57.22	5.20	0.00
Ampol Foodary Fremantle East	04/07	15:38	E25386	183922	Unleaded	24.47	188.98	46.24	0.00	46.24	4.20	0.00
Ampol Foodary O'Connor	24/07	10:01	E99419	184882	Unleaded	26.72	172.40	46.07	0.00	46.07	4.19	0.00
<b>Card total</b>						<b>211.00</b>		<b>363.67</b>	<b>0.00</b>	<b>363.67</b>	<b>33.06</b>	<b>0.00</b>
<b>Domestic 4089</b>												
<b>0475 Rego 1GCG227 Crd Holder HACC</b>												
Ampol Foodary Fremantle East	09/07	15:45	E25529	92639	Premium 98 A	20.79	197.40	41.04	0.00	41.04	3.73	0.00
Ampol Foodary Melville	12/07	14:40	E56021	92922	Unleaded	42.21	187.40	79.10	0.00	79.10	7.19	0.00
Ampol Foodary Fremantle East	01/07	14:38	E25265	92030	Premium 98 A	26.00	188.40	48.98	0.00	48.98	4.45	0.00
Ampol Foodary Fremantle East	03/07	15:48	E25355	92235	Premium 98 A	26.09	211.04	55.06	0.00	55.06	5.01	0.00
Ampol Foodary Fremantle East	25/07	15:09	E26046	93810	Premium 98 A	31.40	208.65	65.51	0.00	65.51	5.96	0.00
Ampol Foodary Fremantle East	22/07	08:53	E25880	93348	Unleaded	44.96	169.40	76.16	0.00	76.16	6.92	0.00
Ampol Foodary Fremantle East	23/07	15:23	E25956	93594	Premium 98 A	34.18	184.40	63.03	0.00	63.03	5.73	0.00
Ampol Foodary Fremantle East	05/07	14:41	E25430	92487	Unleaded	33.57	180.40	60.56	0.00	60.56	5.51	0.00
Ampol Foodary Fremantle East	26/07	15:00	E26077	93983	Premium 98 A	20.65	203.40	42.00	0.00	42.00	3.82	0.00
Ampol Foodary Fremantle East	15/07	14:27	E25697	93050	Premium 98 A	17.44	191.40	33.38	0.00	33.38	3.03	0.00
<b>Card total</b>						<b>297.29</b>		<b>564.82</b>	<b>0.00</b>	<b>564.82</b>	<b>51.35</b>	<b>0.00</b>
<b>Domestic 4091</b>												
<b>6959 Rego 1GDV315 Crd Holder</b>												
Ampol Foodary Fremantle East	17/07	14:28	E25762	65941	Premium Diesel A	64.36	182.90	117.71	0.00	117.71	10.70	0.00
<b>Card total</b>						<b>64.36</b>		<b>117.71</b>	<b>0.00</b>	<b>117.71</b>	<b>10.70</b>	<b>0.00</b>
<b>Domestic 4096</b>												
<b>6967 Rego 1GFU278 Crd Holder WORKS</b>												
Ampol Foodary Fremantle East	17/07	07:28	E25745	49413	Premium Diesel A	69.65	182.90	127.39	0.00	127.39	11.58	0.00
<b>Card total</b>						<b>69.65</b>		<b>127.39</b>	<b>0.00</b>	<b>127.39</b>	<b>11.58</b>	<b>0.00</b>
<b>Domestic 5000</b>												
<b>7122 Rego 1GIY952 Crd Holder WORKS</b>												
Ampol Foodary Fremantle East	26/07	07:04	E26061	444	Premium Diesel A	24.56	182.90	44.92	0.00	44.92	4.08	0.00
<b>Card total</b>						<b>24.56</b>		<b>44.92</b>	<b>0.00</b>	<b>44.92</b>	<b>4.08</b>	<b>0.00</b>

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Card details Location	Date	Time	Trans no	Old reading	Product	Quantity	Unit \$ Inc GST	Amount \$ Inc GST	Trn fee Inc GST	Total \$ Inc GST	GST on supply	GST on trn fee
<b>Domestic 5002</b>												
<b>7015 Rego 1GKM815 Crd Holder WORKS</b>												
Ampol Foodary Fremantle East	16/07	14:20	E25729	62078	Premium Diesel A	83.44	187.90	156.78	0.00	156.78	14.25	0.00
Ampol Foodary Fremantle East	03/07	07:55	E25339	61612	Premium Diesel A	96.52	186.90	180.40	0.00	180.40	16.40	0.00
Ampol Foodary Fremantle East	29/07	09:52	E26139	62451	Premium Diesel A	102.03	182.90	186.61	0.00	186.61	16.96	0.00
<b>Card total</b>						<b>281.99</b>		<b>523.79</b>	<b>0.00</b>	<b>523.79</b>	<b>47.61</b>	<b>0.00</b>
<b>Domestic 5007</b>												
<b>4047 Rego 1GJ542 Crd Holder WORKS</b>												
Ampol Foodary Fremantle East	15/07	12:57	E25687	352	Premium Diesel A	17.58	187.90	33.03	0.00	33.03	3.00	0.00
<b>Card total</b>						<b>17.58</b>		<b>33.03</b>	<b>0.00</b>	<b>33.03</b>	<b>3.00</b>	<b>0.00</b>
<b>Domestic 5008</b>												
<b>8765 Rego 1GQD688 Crd Holder GARDENS</b>												
Ampol Foodary Fremantle East	18/07	07:47	E25776	59268	Premium Diesel A	69.16	182.90	126.49	0.00	126.49	11.50	0.00
<b>Card total</b>						<b>69.16</b>		<b>126.49</b>	<b>0.00</b>	<b>126.49</b>	<b>11.50</b>	<b>0.00</b>
<b>Domestic 5009</b>												
<b>1945 Rego 1GQJ387 Crd Holder RANGERS SERVICES</b>												
Ampol Foodary Fremantle East	03/07	12:41	E25350	93690	Premium Diesel A	47.89	186.90	89.51	0.00	89.51	8.14	0.00
<b>Card total</b>						<b>47.89</b>		<b>89.51</b>	<b>0.00</b>	<b>89.51</b>	<b>8.14</b>	<b>0.00</b>
<b>Domestic 5020</b>												
<b>3076 Rego 1HMC350 Crd Holder WORKS</b>												
Ampol Foodary Fremantle East	30/07	07:05	E26177	30831	Premium Diesel A	121.26	182.90	221.78	0.00	221.78	20.16	0.00
Ampol Foodary Fremantle East	05/07	13:51	E25423	30131	Premium Diesel A	119.57	186.90	223.48	0.00	223.48	20.32	0.00
<b>Card total</b>						<b>240.83</b>		<b>445.26</b>	<b>0.00</b>	<b>445.26</b>	<b>40.48</b>	<b>0.00</b>
<b>Domestic 5021</b>												
<b>3159 Rego 1HLR056 Crd Holder WORKS</b>												
Ampol Foodary Fremantle East	22/07	07:09	E25871	17254	Premium Diesel A	60.44	182.90	110.54	0.00	110.54	10.05	0.00
<b>Card total</b>						<b>60.44</b>		<b>110.54</b>	<b>0.00</b>	<b>110.54</b>	<b>10.05</b>	<b>0.00</b>

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Card details Location	Date	Time	Trans no	Old reading	Product	Quantity	Unit \$ Inc GST	Amount \$ Inc GST	Trn fee Inc GST	Total \$ Inc GST	GST on supply	GST on trn fee
<b>Domestic P5015</b>												
<b>7072 Rego 1GYB392 Crd Holder</b>												
Ampol Foodary Fremantle East	17/07	07:10	E25744	1235	Premium Diesel A	24.52	182.90	44.85	0.00	44.85	4.08	0.00
Ampol Foodary Fremantle East	03/07	07:01	E25338	1213	Premium Diesel A	16.76	186.90	31.32	0.00	31.32	2.85	0.00
Ampol Foodary Fremantle East	05/07	13:51	E25424	1230	Premium Diesel A	21.43	186.90	40.05	0.00	40.05	3.64	0.00
Ampol Foodary Fremantle East	29/07	07:15	E26124	1235	Unleaded	37.87	167.40	63.39	0.00	63.39	5.76	0.00
<b>Card total</b>						<b>100.58</b>		<b>179.61</b>	<b>0.00</b>	<b>179.61</b>	<b>16.33</b>	<b>0.00</b>
<b>Domestic P5016</b>												
<b>7106 Rego 1GYB393 Crd Holder</b>												
Ampol Foodary Fremantle East	24/07	10:33	E25988	796	Premium Diesel A	38.77	182.90	70.91	0.00	70.91	6.45	0.00
<b>Card total</b>						<b>38.77</b>		<b>70.91</b>	<b>0.00</b>	<b>70.91</b>	<b>6.45</b>	<b>0.00</b>
<b>Domestic P5018</b>												
<b>7406 Rego 1HHZ552 Crd Holder</b>												
Ampol Foodary Fremantle East	05/07	14:46	E25431	71127	Premium Diesel A	47.82	186.90	89.38	0.00	89.38	8.13	0.00
Ampol Foodary Fremantle East	11/07	08:18	E25576	71372	Premium Diesel A	36.93	187.90	69.39	0.00	69.39	6.31	0.00
Ampol Foodary Fremantle East	12/07	14:46	E25624	71587	Premium Diesel A	30.27	187.90	56.88	0.00	56.88	5.17	0.00
Ampol Foodary Fremantle East	30/07	15:47	E26212	72840	Premium Diesel A	24.16	182.90	44.19	0.00	44.19	4.02	0.00
Ampol Foodary Fremantle East	01/07	08:07	E25235	70561	Premium Diesel A	23.07	192.56	44.42	0.00	44.42	4.04	0.00
Ampol Foodary Fremantle East	17/07	14:45	E25765	71813	Premium Diesel A	39.90	182.90	72.98	0.00	72.98	6.63	0.00
Ampol Foodary Fremantle East	03/07	14:49	E25354	70827	Premium Diesel A	41.33	186.90	77.25	0.00	77.25	7.02	0.00
Ampol Foodary Fremantle East	22/07	08:24	E25878	72074	Oils/Lubricants			60.50	0.00	60.50	5.50	0.00
Ampol Foodary Fremantle East	22/07	08:24	E25878	72074	Premium Diesel A	44.67	182.90	81.70	0.00	81.70	7.43	0.00
Ampol Foodary Fremantle East	24/07	14:53	E26002	72359	Premium Diesel A	43.95	182.90	80.38	0.00	80.38	7.31	0.00
Ampol Foodary Fremantle East	29/07	08:16	E26126	72679	Premium Diesel A	49.21	182.90	90.01	0.00	90.01	8.18	0.00
<b>Card total</b>						<b>381.31</b>		<b>767.08</b>	<b>0.00</b>	<b>767.08</b>	<b>69.74</b>	<b>0.00</b>
<b>Domestic P5019</b>												
<b>6876 Rego Crd Holder OPERATIONS</b>												
Ampol Foodary Fremantle East	02/07	13:02	E25314	0	Premium Diesel A	29.66	186.90	55.43	0.00	55.43	5.04	0.00

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Card details Location	Date	Time	Trans no	Odo reading	Product	Quantity	Unit \$ Inc GST	Amount \$ Inc GST	Trn fee Inc GST	Total \$ Inc GST	GST on supply	GST on trn fee
Ampol Foodary Fremantle East	02/07	13:02	E25314	0	Unleaded	123.02	160.40	197.32	0.00	197.32	17.94	0.00
<b>Card total</b>						<b>152.68</b>		<b>252.75</b>	<b>0.00</b>	<b>252.75</b>	<b>22.98</b>	<b>0.00</b>
<b>Domestic P5022</b>												
<b>5194 Rego 1HSK094 Crd Holder</b>												
Ampol Foodary Midvale	09/07	17:31	E42522	50183	Unleaded	42.26	167.40	70.74	0.00	70.74	6.43	0.00
Ampol Foodary Mundaring S/St	31/07	08:08	E60188	522234	Unleaded	36.36	175.40	63.78	0.00	63.78	5.80	0.00
Ampol Foodary Applecross	23/07	20:38	E17993	51515	Unleaded	46.16	163.40	75.43	0.00	75.43	6.86	0.00
Ampol Foodary Midvale	15/07	17:28	E43333	50748	Unleaded	34.24	172.40	59.03	0.00	59.03	5.37	0.00
<b>Card total</b>						<b>159.02</b>		<b>268.98</b>	<b>0.00</b>	<b>268.98</b>	<b>24.46</b>	<b>0.00</b>
<b>Domestic P5025</b>												
<b>5727 Rego 1IEM002 Crd Holder OPERATIONS</b>												
Ampol Foodary Fremantle East	16/07	10:16	E25718	5245	Premium Diesel A	67.86	187.90	127.51	0.00	127.51	11.59	0.00
<b>Card total</b>						<b>67.86</b>		<b>127.51</b>	<b>0.00</b>	<b>127.51</b>	<b>11.59</b>	<b>0.00</b>
<b>Domestic P5026</b>												
<b>7100 Rego 1IDR863 Crd Holder CHSP</b>												
Ampol Foodary Fremantle East	15/07	09:42	E25673	2851	Unleaded	22.58	168.40	38.02	0.00	38.02	3.46	0.00
Ampol Foodary Fremantle East	01/07	09:51	E25239	2306	Unleaded	22.37	165.40	37.00	0.00	37.00	3.36	0.00
Ampol Foodary Fremantle East	04/07	12:04	E25379	2545	Unleaded	16.00	188.98	30.24	0.00	30.24	2.75	0.00
Ampol Foodary Murdoch	26/07	11:28	E15192	3585	Unleaded	20.38	185.27	37.76	0.00	37.76	3.43	0.00
Ampol Foodary Melville	22/07	12:48	E56765	3302	Unleaded	27.42	174.40	47.82	0.00	47.82	4.35	0.00
<b>Card total</b>						<b>108.75</b>		<b>190.84</b>	<b>0.00</b>	<b>190.84</b>	<b>17.35</b>	<b>0.00</b>
<b>Domestic P5027</b>												
<b>7118 Rego 1IDR864 Crd Holder CHSP</b>												
Ampol Foodary O'Connor	11/07	09:39	E98227	3627	Unleaded	15.23	175.40	26.71	0.00	26.71	2.43	0.00
Ampol Foodary Fremantle East	19/07	14:14	E25843	3990	Unleaded	24.12	184.40	44.48	0.00	44.48	4.04	0.00
Ampol Foodary Fremantle East	05/07	11:51	E25417	3433	Unleaded	21.91	180.40	39.53	0.00	39.53	3.59	0.00
<b>Card total</b>						<b>61.26</b>		<b>110.72</b>	<b>0.00</b>	<b>110.72</b>	<b>10.06</b>	<b>0.00</b>

## 13.5 COMMUNITY ASSISTANCE GRANT PROGRAM 2024-25

<b>Report Reference Number</b>	OCR-3047
<b>Prepared by</b>	Natasha Turfrey, Communications Officer
<b>Supervised by</b>	Jonathan Throssell, Chief Executive Officer
<b>Meeting date</b>	Tuesday, 17 September 2024
<b>Voting requirements</b>	Simple Majority
<b>Documents tabled</b>	1. Community Grants Advisory Group Minutes dated 22/08/24
<b>Attachments</b>	Nil

## PURPOSE

The purpose of this report is for Council to consider endorsing the recommendation from the Community Assistance Grants Advisory Group to approve thirteen (13) proposed Community Assistance Grant applications.

## EXECUTIVE SUMMARY

The Community Grants Advisory Group met on 21 August 2024 to assess seventeen (17) submissions received under the Community Assistance Grants (CAG) Program, 2024-2025. The Advisory Group members, being Cr Andrew McPhail, Cr Mark Wilson, Cr Kerry Donovan, community member Suzi Nelson and Chief Executive Officer, Jonathan Throssell discussed all seventeen (17) submissions and recommended that the following thirteen (13) submissions be funded.

	<b>Group</b>	<b>Grant Amount</b>
1	Swan Yacht Club	\$ 1000.00
2	Lions Club	\$ 923.00
3	Fremantle Outrigger Canoe Club	\$ 900.00
4	Hurricane Dragon Boat and Outrigger Canoe Club	\$ 1000.00
5	Fremantle Swan Dragon Boat Club	\$ 1,000.00
6	East Fremantle Bowling Club	\$ 523.60
7	East Fremantle Croquet Club	\$ 1,500.00
8	Fremantle Rowing Club	\$ 2,438.00
9	Fremantle Sea Scouts	\$ 958.95
10	Richmond Primary School P & C	\$ 1000.00
11	East Fremantle Football Club	\$ 2,000.00
12	East Fremantle Playgroup	\$ 572.00
13	Fremantle City Football Club	\$ 2,000.00
	<b>Total</b>	<b>\$15,816</b>

## BACKGROUND

The Community Grants and Sponsorship Policy and the Community Assistance Grants (CAG) Program were adopted by Council in June 2016 to provide an orderly and consistent way of dealing with small funding requests on an annual basis. The aim of the program is to provide financial assistance to community groups to help build capacity within

the community in relation to recreation and leisure activities. The CAG program is intended for small grants only and does not prevent clubs from seeking assistance for larger contributions from Council for more substantial capital projects.

The program was introduced for the first time in 2016-2017 financial year and the following allocations have been made:

- 2016-2017 \$9,305.00
- 2017-2018 \$9,699.00 (two rounds)
- 2018-2019 \$20,000.00 (three rounds)
- 2019-2020 \$14,357.00 (one round) \*\*
- 2020-2021 Budget reallocated \*\*
- 2021-2022 \$11,827.00
- 2022-2023 \$14,681.69
- 2023-2024 \$ 16,418.68

*\*\* Following the original COVID lockdown, Council on 21 April 2020 resolved to defer, until 31 December 2020, the community assistance grant and the community led initiatives programs (and redirect these budget allocations to other community and business relief initiatives).*

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## CONSULTATION

Applications opened on Monday 24 June 2024 and closed on Friday 9 August 2024.

Local community groups were informed of the opportunity through the following mediums:

- Town Talk email newsletter
- Direct email (initial grants opening email)
- Town Facebook page
- Town Instagram page
- Town Website
- Printed ad 'Around the Town' in the Fremantle Herald

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## STATUTORY ENVIRONMENT

Not applicable.

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## POLICY IMPLICATIONS

1.2.2 Community Grants and Sponsorship

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## FINANCIAL IMPLICATIONS

A draft budget of \$15,759 has been allocated to the Community Assistance Grant Program in the 2024-2025 financial year. Submissions totalling \$39,866.55 have been received for consideration during the 2024-2025 grant process.

Below is a summary of application received, and those recommended for funding amount to **\$15,816**

	A	B	C	D
1	Community group/sporting club	Requested amount	Agreed amount	Grant request
2	Swan Yacht Club Inc	\$5,000.00	\$1,000.0	Improvement to the riverbank directly adjacent to the waters edge with the establishment of 20 metre green belt landscaped (natural lawn). Linking John Tonkin Reserve.
3	HMAS Perth	\$5,000.00		Funds towards building and cladding for new memorial wall
4	Lions Club	\$923.00	\$923	Equipment required to assist transport of children's train to events.
5	Fremantle Outrigger Canoe Club	\$900.00	\$900	We are looking to manufacture some canoe cradles to support our canoes and lift them off the damp floor.
6	Hurricane Dragon Boat and Outrigger Canoe Club	\$1,980.00	\$1,000.00	Gym paddling and accessibility equipment to cater for growing membership
7	Fremantle Swan Dragon Boat Club	\$1,000.00	\$1,000.00	Gazebo/marquee for sun protection
8	Cockburn Dragon Boat Club	\$1,156.60		Shirts to commemorate 40th anniversary in 2025
9	Fremantle Table Tennis Club	\$2,640.00		For printing of a book about the Table Tennis Club 1933 to 2024
10	East Fremantle Bowling Club	\$523.60	\$ 523.60	Purchase 17 club polo shirts for social bowling volunteers to help identify the volunteers
11	East Fremantle Croquet Club	\$1,500.00	\$1,500.00	Three sets of croquet balls suitable for international, national and local competitions. They will upgrade and replace existing balls. This upgrade will coincide with the move to their new facility.
12	Fremantle Rowing Club	\$2,438.00	\$2,438.00	The club is in desperate need of some new oars. Oars are essential to the sport of rowing. A set of 8 sweep oars is being requested.
13	Fremantle Sea Scouts	\$958.95	\$ 958.95	Four new tents are needed so the scouts can go camping. A new cover is also needed for an existing gazebo.
14	Richmond Primary School P & C	\$5,000.00	\$1,000.00	Funding to support upgrades to the schools library to help transform the current library into a vibrant, flexible learning space that caters primarily for students, staff and parents. Not only will the library support reading and literacy, but community and social engagement through recreation, such as the popular lunchtime Chess Club. It is aimed to also help host events such as P & C and School Board meetings.
15	East Fremantle Football Club	\$4,283.00	\$2,000.00	GPS Units to support the development of our Women's and Colts football programs.
16	East Fremantle Playgroup	\$572.00	\$ 572.00	New fridge for shared kitchen area
17	Fremantle City Football Club	\$4,951.40	\$2,000.00	12 portable goals and 10 free kick mannequins for the Freo Junior girls team
18	Damian Staude	\$1,040.00		Seeking council support to use a venue (Dovenby House) and tea/coffee making facilities and accessible toilets to host a weekly morning tea for local community members experiencing social isolation due to the demands of full-time care and support for disabled family and friends.
19	<b>Total</b>		<b>\$15,816</b>	
20				

## 2024-2025 Submissions

Each submission was discussed and the following recommendations made:

### **Swan Yacht Club**

The Committee supported the request to a maximum of \$1,000 due to the limited grant funds available.

### **Lions Club**

The Committee supported the request for \$923 as they felt the service equipment for the famous East Freo kiddies train would assist the Club to host their monthly activation in John Tonkin Reserve and at the annual George Street Festival.

### **Fremantle Outrigger Canoe Club**

The Committee supported the request for \$900 for canoe cradles to assist with making the canoes more accessible for its members.

### **Hurricane Dragon Boat and Outrigger Canoe Club**

The Committee supported the request to a maximum of \$1000 of the requested amount due to the limited grant funds available.

### **Fremantle Swan Dragon Boat Club**

The Committee supported the request for \$1000 gazebos for sun protection was a good use of grant funding.

### **East Fremantle Bowling Club**

The Committee supported the request for \$523 for polo shirts for volunteers as they believed it would help identify the volunteers in the club and the shirts would have longevity of life.

### **East Fremantle Croquet Club**

The Committee supported the request for \$1500 for new croquet balls.

### **Fremantle Rowing Club**

The Committee supported the request for \$2438 for new oars.

### **Fremantle Sea Scouts**

The Committee supported the request for \$958.95 for young people in Scouts.



### **Richmond Primary School**

The Committee supported the application to a maximum of \$1000 of the requested amount due to the limited grant funds available.

### **East Fremantle Football Club**

The Committee supported the application to a maximum of \$2000 due to the limited grant funds available.

### **East Fremantle Playgroup**

The Committee supported the request for \$572 to replace the fridge in the East Freo Playgroup shared area.

### **Fremantle City Football Club**

The Committee supported the application to a maximum of \$2000. due to the limited grant funds available.

The four submissions highlighted in the above table were not recommended for funding for the following reasons:

- **HMAS Perth** – the Committee felt that the request for funds towards finishing the HMAS memorial should be considered as a separate report to Council, as per previous support for the memorial.
- **Cockburn Dragon Boat Club** – the Committee formed the view that the request for 40<sup>th</sup> anniversary shirts couldn't be supported as they would only be worn for a limited time and didn't provide benefit to the wider community.
- **Fremantle Table Tennis Club** – the Committee formed the view that the printing of a book about the history of the Fremantle Table Tennis Club didn't provide physical infrastructure or equipment that would provide a benefit to the wider community.
- **Damian Staude** – the Committee formed the view that this request for funding didn't meet the guidelines as it did not originate from an established community group and that the grant program guidelines did not support funding for venue hire. However, they recognised the request for a venue for the purposes outlined and requested staff approach Mr Staude to discuss his request further.

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## **STRATEGIC IMPLICATIONS**

Community Strategic Plan 2020-2030

### **Strategic Priority 1 – Social – A socially connected, inclusive and safe community**

#### **1.1 Facilitate appropriate local services for the health and wellbeing of the community**

- 1.1.1 *Facilitate or partner to ensure a range of quality services are provided at a local level*
- 1.1.2 *Strengthen the sense of place and belonging through inclusive community interaction and participation*

#### **1.2 Inviting open spaces, meeting places and recreational facilities**

- 1.2.1 *Provision of adequate recreational, sporting and social facilities*
- 1.2.2 *Activate inviting open spaces that encourage social connection*

#### **1.3 Strong community connection within a safe and vibrant lifestyle**

- 1.3.1 *Partner and educate to build a strong sense of community safety*
- 1.3.2 *Facilitate opportunities for people to people to develop community connections and foster local pride*
- 1.3.3 *Enrich identity, culture and heritage through programs, events and celebrations*
- 1.3.4 *Facilitate community group capacity building*

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## **RISK IMPLICATIONS**

N/A

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## **SITE INSPECTION**

Not applicable.



## COMMENT

The members of the Community Assistance Grants Advisory Group were all in agreement that the thirteen (13) applications should be funded.

## CONCLUSION

In accordance with the Community Assistance Grants Advisory Group recommendation the following groups and clubs should be funded (2024-2025) for the amounts provided below.

	Group	Grant Amount
1	Swan Yacht Club	\$ 1000.00
2	Lions Club	\$ 923.00
3	Fremantle Outrigger Canoe Club	\$ 900.00
4	Hurricane Dragon Boat and Outrigger Canoe Club	\$ 1000.00
5	Fremantle Swan Dragon Boat Club	\$ 1,000.00
6	East Fremantle Bowling Club	\$ 523.60
7	East Fremantle Croquet Club	\$ 1,500.00
8	Fremantle Rowing Club	\$ 2,438.00
9	Fremantle Sea Scouts	\$ 958.95
10	Richmond Primary School P & C	\$ 1000.00
11	East Fremantle Football Club	\$ 2,000.00
12	East Fremantle Playgroup	\$ 572.00
13	Fremantle City Football Club	\$ 2,000.00
	<b>Total</b>	<b>\$15,816</b>

---

**13.5 OFFICER RECOMMENDATION / COUNCIL RESOLUTION**

**Council Resolution** Choose an item. Click or tap to enter a date.

**OFFICER RECOMMENDATION:**

**That Council:**

**1. approves and funds the following 2024-2025 Community Assistance Grant applications:**

• Swan Yacht Club Inc	\$1000
• Lions Club	\$923
• Fremantle Outrigger Canoe Club	\$900
• Hurricane Dragon Boat and Outrigger Canoe Club	\$1000
• Fremantle Swan Dragon Boat Club	\$1000
• East Fremantle Bowling Club	\$523
• East Fremantle Croquet Club	\$1500
• Fremantle Rowing Club	\$2438
• Fremantle Sea Scouts	\$959
• Richmond Primary School P & C	\$1000
• East Fremantle Football Club	\$2000
• East Fremantle Playgroup	\$572
• Fremantle City Football Club	\$2000

**2. approves an increase to the budget of \$60**

**3. advises all applicants of the outcome of the applications**

**4. instructs the Chief Executive Officer to write to the unsuccessful applicants to provide feedback in relation to their applications.**

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**REPORT ATTACHMENTS**

N/A

## 13.6 LEASE - GLYDE IN COMMUNITY LEARNING CENTRE INCORPORATED

<b>Report Reference Number</b>	OCR-3057
<b>Prepared by</b>	Peter Kocian, Executive Manager Corporate Services
<b>Supervised by</b>	Jonathan Throssell, Chief Executive Officer
<b>Meeting date</b>	Tuesday, 17 September 2024
<b>Voting requirements</b>	Simple
<b>Documents tabled</b>	Nil.
<b>Attachments</b>	
	1. Deed of Lease – Town of East Fremantle and Glyde-In Community Learning Centre Incorporated

## PURPOSE

This report recommends that Council authorises the Chief Executive Officer to negotiate and sign a new ten-year lease with the Glyde-In Community Learning Centre Incorporated (“Glyde-In”) on the same terms and conditions as the previous lease.

## EXECUTIVE SUMMARY

The Glyde-In Community Learning Centre was established around 1981 with the support of Council seed funding and the premises provided at 42 Glyde Street, East Fremantle. The Town has provided recurrent operating funding since this time and a rolling three-year funding agreement is now in place (circa \$93,000 a year). A peppercorn lease agreement has existed since inception.

## BACKGROUND

The existing lease with the Glyde-In expired on the 30 June 2024. The following are key terms:

- Five-year lease with a further five-year term
- Annual “administration” fee of \$1,000 indexed for CPI in lieu of a lease fee
- Lessee pays for utilities
- Lessee to provide annual financial statements and statistics
- Maintenance obligations are detailed in a maintenance schedule
- Town holds the building insurance

## CONSULTATION

Jacqui Reeves, Coordinator – Glyde-In Community Learning Centre (Inc.)

## STATUTORY ENVIRONMENT

Section 3.58 of the *Local Government Act 1995* outlines the requirements with regards to the disposal of property.

**3.58. Disposing of property**

(1) *In this section —*

**dispose** includes to sell, lease, or otherwise dispose of, whether absolutely or not;

**property** includes the whole or any part of the interest of a local government in property, but does not include money.

- (2) *Except as stated in this section, a local government can only dispose of property to —*
- (a) *the highest bidder at public auction; or*
  - (b) *the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.*
- (3) *A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —*
- (a) *it gives local public notice of the proposed disposition —*
    - (i) *describing the property concerned; and*
    - (ii) *giving details of the proposed disposition; and*
    - (iii) *inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;*
  - and*
  - (b) *it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.*
- (4) *The details of a proposed disposition that are required by subsection (3)(a)(ii) include —*
- (a) *the names of all other parties concerned; and*
  - (b) *the consideration to be received by the local government for the disposition; and*
  - (c) *the market value of the disposition —*
    - (i) *as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or*
    - (ii) *as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.*
- (5) *This section does not apply to —*
- (a) *a disposition of an interest in land under the Land Administration Act 1997 section 189 or 190; or*
  - (b) *a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59; or*
  - (c) *anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or*
  - (d) *any other disposition that is excluded by regulations from the application of this section.*

Regulation 30 of the *Local Government (Functions and General) Regulations 1996* details the requirements for an exempt disposal for the purposes of section 3.58. The disposal is exempt from the requirements of section 3.58 of the *Local Government Act 1995* as per below:

### 30. Dispositions of property excluded from Act s. 3.58

- (1) A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.
- (2) A disposition of land is an exempt disposition if —
  - (a) the land is disposed of to an owner of adjoining land (in this paragraph called the *transferee*) and —
    - (i) its market value is less than \$5 000; and
    - (ii) the local government does not consider that ownership of the land would be of significant benefit to anyone other than the transferee;
 or
  - (b) the land is disposed of to a body, whether incorporated or not —
    - (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
    - (ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions;
 or

---

### POLICY IMPLICATIONS

Council has adopted a Property Management Framework. This Framework establishes the categories and associated principles under which Town owned and managed property may be used and occupied. The following provisions are relevant:

- Property is held for community purposes.
- Property held for community purposes will be considered for utilization at a subsidized rate.
- The Town recognises and supports the contribution made by community groups in achieving an active and sustainable community.
- Leases will be granted for a period of up to ten years with two options to extend for further periods of up to five years.
- Lessee will be responsible for all non-structural maintenance.
- Lessee will be responsible for all operational/running costs.
- Lessee will be responsible for obtaining appropriate insurance (public liability, contents).
- The Town will be responsible for arranging appropriate building insurance.
- The Town will be responsible for all structural maintenance.
- A minimum lease/administration fee of \$1,000 will apply.

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### FINANCIAL IMPLICATIONS

It is proposed that all costs associated with preparing documents be funded from the “administration fee” paid by the Glyde-In.

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### STRATEGIC IMPLICATIONS

Strategic Priority 1 “Social” in the Town’s Strategic Community Plan includes the following relevant objectives:

1.1 Facilitate appropriate local services for the health and wellbeing of the community.

1.2 Inviting open spaces, meeting places and recreational facilities.

## RISK IMPLICATIONS

### RISKS

Risk	Risk Likelihood (based on history & with existing controls)	Risk Impact / Consequence	Risk Rating (Prior to Treatment or Control)	Principal Risk Theme	Risk Action Plan (Controls or Treatment proposed)
Property risks may arise should a lease not be implemented	Possible (3)	Moderate (3)	Moderate (5-9)	PROPERTY Localised damage rectified by routine internal procedures	Accept Officer Recommendation

### RISK MATRIX

Consequence		Insignificant	Minor	Moderate	Major	Extreme
Likelihood		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

A risk is often specified in terms of an event or circumstance and the consequences that may flow from it. An effect may be positive, negative or a deviation from the expected and may be related to the following objectives: occupational health and safety, financial, service interruption, compliance, reputation and environment. A risk matrix has been prepared and a risk rating is provided below. Any items with a risk rating over 16 will be added to the Risk Register, and any item with a risk rating over 16 will require a specific risk treatment plan to be developed.

### RISK RATING

Risk Rating	9
Does this item need to be added to the Town's Risk Register	No
Is a Risk Treatment Plan Required	No

## SITE INSPECTION

Not applicable.

## COMMENT

Town representatives have met with the Glyde-In to discuss a new lease. Following consultation with the Glyde-In Committee, their Coordinator, Jacqui Reeves, has requested a new ten-year lease on the same conditions as the existing lease. As this request meets the requirements of the Town's Property Management Framework, it is recommended that a new lease be approved.



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## CONCLUSION

The Chief Executive Officer has a delegation to dispose of property pursuant to section 3.58 of the *Local Government Act 1995*. The delegation however is silent on “exempt” disposals. The Chief Executive Officer also has a delegation to sign documents including Deeds that are considered necessary as part of the day-to-day operations of the Council. This matter could therefore possibly be dealt with by delegation. However, as it has been ten years since the commencement of the prior lease, this matter is being submitted to Council for consideration.

---

## 13.6 OFFICER RECOMMENDATION / COUNCIL RESOLUTION

**Council Resolution** Choose an item. Click or tap to enter a date.

### OFFICER RECOMMENDATION:

**That Council, with respect to the premises at 42 Glyde Street, East Fremantle:**

- 1. authorises the Chief Executive Officer to negotiate and finalise a new lease with the Glyde-In Community Learning Centre Incorporated in accordance with the principles contained within the Town of East Fremantle Property Management Framework.**
- 2. notes that the Chief Executive Officer will sign the document once finalised as a ‘Deed of Lease’ pursuant to delegation.**

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## REPORT ATTACHMENTS

Attachments start on the next page

**DEED OF LEASE**

**TOWN OF EAST FREMANTLE**

**(Lessor)**

**AND**

**GLYDE-IN COMMUNITY LEARNING CENTRE INCORPORATED**

**(Lessee)**

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(a)	are suitable for any purpose;.....	22
(b)	may be used for the permitted use under this Lease; or.....	22
(c)	are now or will remain suitable or adequate for all or any of the Lessee's purposes.....	22

THIS DEED is made on

**BETWEEN** TOWN OF EAST FREMANTLE of 135 Canning Highway, East Fremantle, Western Australia ("Lessor")

**AND** GLYDE-IN COMMUNITY LEARNING CENTRE INCORPORATED of 42 Glyde Street, East Fremantle ("Lessee")

#### RECITAL

Subject to certain approvals and consents being obtained (if applicable), the Lessor has agreed to lease the Premises to the Lessee and the Lessee has agreed to take the Premises on lease from the Lessor upon and subject to the provisions of this document.

#### IT IS AGREED

#### 1 DEFINITIONS AND INTERPRETATION

##### 1.1 Definitions

In this document:

"Annual Administration Fee" means the Annual Administration Fee specified in item 5 of **schedule 1** and any adjustment to or variation of that Annual Administration Fee in accordance with this Lease.

"Australian Property Institute" means the Australian Property Institute (Inc.) Western Australian Division.

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

"Date of Commencement" means the date of commencement of the Term.

"this Lease" or "this document" means this document.

"Lessee's Maintenance Obligations" means the maintenance obligations of the Lessee set out in **Appendix "A"**.

"Lessor's Maintenance Obligations" means the maintenance obligations of the Lessor which are set out in **Appendix "A"**.

"Premises" means the land described in item 1 of **schedule 1** together with all buildings and improvements on that land or after the signing of this Lease erected on that land including the Lessor's fixtures, fittings, plant and equipment and includes any part thereof.

"Term" means the initial term specified in item 4.1 of **schedule 1** and includes, if the Lessee exercises any option of renewal of this Lease granted to the Lessee pursuant to the provisions of **clause 3**, any further term.

##### 1.2 Definitions: GST

In this document the expressions "consideration", "GST", "input tax credit", "supply", "supplier", "tax invoice", "recipient" and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

**1.3 Construction**

Unless expressed to the contrary, in this document:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) "includes" means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
  - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
  - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
  - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
  - (v) a right includes a benefit, remedy, discretion or power;
  - (vi) time is to local time in Perth, Western Australia;
  - (vii) "\$" or "dollars" is a reference to Australian currency;
  - (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
  - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes fax transmissions;
  - (x) this document includes all schedules and annexures to it; and
  - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this document;
- (g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and
- (h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

**1.4 Headings**

Headings do not affect the interpretation of this document.

**1.5 Exercise of Discretion**

A power, authority, right or discretion conferred by this Lease may be exercised from time to time as the occasion requires.

**1.6 Withholding of Consent or Approval**

Where the consent or approval of a party to this Lease is required, that consent or approval must not be unreasonably or capriciously withheld, but this clause has no application to **clause 5.2**.

**2 CONDITIONS****2.1 Conditions**

This document is subject to and conditional upon:

- (a) the approval of the Western Australian Planning Commission under section 136 of the Planning and Development Act 2005 (if applicable); and
- (b) any other necessary approvals and consents.

(if and to the extent that those approvals and consents are necessary and have not been obtained prior to the signing of this document) being obtained within three months after the signing of this document.

**2.2 Application for Approvals and Consents**

As soon as possible after the signing of this document the Lessor must, if the Lessor has not already done so, at the Lessee's cost make application for the approvals and consents referred to in **clause 2.1** and must pursue those applications and the Lessee must promptly join in the applications as may be necessary.

**2.3 Failure of Condition**

If any approval or consent is refused or not obtained on or prior to the date specified in **clause 2.1** this document ceases to have effect and no party has any claim against any other party.

**2.4 Approval or Consent Subject to Conditions**

If any approval or consent is granted subject to any conditions with which either party is unable or unwilling to comply (acting reasonably) that party may give to the other a notice in writing that the condition is unacceptable and thereupon the approval or consent is deemed to have been refused and this document ceases to have effect and no party has any claim against any other party.

**3 LEASE TERM****3.1 Initial Term**

The Lessor leases the Premises to the Lessee and the Lessee takes the Premises on lease from the Lessor together with the rights specified in item 2 of **schedule 1** but subject to the reservations specified in item 3 of **schedule 1** for the Term upon and subject to the provisions of this Lease.



### 3.2 Option of Renewal

If at the date of exercise of the option referred to in this **clause 3.2** the Lessee has not failed to comply with any notice given by the Lessor to the Lessee requiring the Lessee to remedy a breach by the Lessee of the provisions of this Lease on the Lessee's part to be complied with, the Lessee has the option of extending this Lease for the further term specified in item 4.2 of **schedule 1** exercisable by the written request of the Lessee made not more than six (6) months nor less than three (3) months prior to the expiration of the Term upon the same provisions as are contained in this Lease except this **clause 3.2**.

The Annual Administration Fee payable by the Lessee from the beginning of any further term of this Lease is to be the same Annual Administration Fee payable immediately before the date of commencement of the further term unless that date is a review date, in which case the Annual Administration Fee is to be reviewed with effect from that date in accordance with this Lease, and the Annual Administration Fee is subject to further review during the further term as provided in this Lease.

## 4 ANNUAL ADMINISTRATION FEE

### 4.1 Obligation to pay

The Lessee agrees with the Lessor that:

- (a) the Lessee must pay to the Lessor the Annual Administration Fee without any deduction or abatement whatsoever except as set out in **clause 8**; and
- (b) the Annual Administration Fee must be calculated, adjusted and paid in accordance with the succeeding provisions of this **clause 4**.

### 4.2 Initial Annual Administration Fee

Subject to the succeeding provisions of this **clause 4**, the Annual Administration Fee is the amount specified in item 5 of **schedule 1**.

### 4.3 CPI Review

- (a) The Annual Administration Fee must be reviewed on the basis in this **clause 4.3** with effect from and including the dates referred to in Item 5 of the Schedule.
- (b) The Annual Administration Fee must be reviewed to an amount which is represented by A in the following formula:

$$A = \frac{B}{C} \times D$$

Where

- B = the index number released for the quarter ending immediately prior to the relevant review date;
- C = the index number released for the quarter ending immediately prior to the later of the Date of Commencement or the date from when the Annual Administration Fee was last reviewed; and
- D = the Annual Administration Fee payable immediately prior to the relevant review date.

- (c) If the Consumer Price Index (All Groups) for Perth is suspended or discontinued, the words **index number** must mean the price index substituted by the ABS.
- (d) If no price index is substituted, the words **index number** must mean an index which the parties agree most closely reflects changes in the cost of living.
- (e) If the parties cannot agree on a substitute index, the president of the Australian Property Institute, at the request of either party, may appoint an expert to determine a substitute index which most closely reflects changes in the cost of living and the words **index number** must mean that index.
- (f) The Annual Administration Fee following a review must not be less than the Annual Administration Fee payable immediately prior to the relevant review date to the intent that if there is a decrease in the index number, the Annual Administration Fee shall remain the same as that payable prior to the relevant review date.
- (g) For the purposes of this Lease:
  - (i) **ABS** means the Australian Bureau of Statistics;
  - (ii) **index number** means the Consumer Price Index (All Groups) for Perth published from time to time by the ABS; if the ABS updates the reference base of the index number, the index number must be appropriately adjusted so as to preserve the intended continuity of calculation by using the appropriate arithmetical factor determined by the ABS;
  - (iii) **quarter** means a 3 month period;
  - (iv) **review date** means the dates referred to in Item 5 of **schedule 1**.

### 4.4 Method of payment

Annual Administration Fee must be paid annually in advance to 30 June in the first year and annually in advance throughout the balance of the Term. The first such payment to be made on the Date of Commencement.

## 5 LESSEE'S AGREEMENTS WITH LESSOR

The Lessee agrees with the Lessor as follows:

### 5.1 Outgoings

To pay when due all charges, rentals and expenses in respect of telephone, telecommunications, rates and taxes, levies, contents and public liability insurance premiums, used, consumed or incurred in respect of the Premises and if it is possible and reasonably practical to do so, to procure the issue of accounts in respect of such services to and in the name of the Lessee rather than to and in the name of the Lessor. In the event that the Premises are not separately rated, charged or assessed in respect of any of the rates, taxes, levies, assessments, impositions and outgoings referred to in **clause 5.1**, then for the purposes of this paragraph they shall be apportioned between the Premises and the other premises the subject of the assessment in proportion to their area. Outgoings and percentage of outgoings to be paid by the Lessee in accordance with Clause 5.1 are outlined in Item 7.1 of **schedule 1**.



**5.2 Assignment, Subletting, Parting with Possession**

- (a) Not to assign, mortgage, charge, sublet or part with the possession of the Premises without the prior written consent of the Lessor which consent the Lessor may in the Lessor's absolute discretion refuse without assigning any reason and it is agreed that Sections 80 and 82 of the Property Law Act 1969 are excluded from and do not apply to this Lease.
- (b) This **clause 5.2** does not preclude the occasional hiring by the Lessee of the Premises if the Lessee complies with the following provisions:
- (i) no hiring of the Premises shall be for any longer than 24 hours (or such other period as the Lessor determines from time to time in the Lessor's absolute and unlimited discretion);
  - (ii) the Lessee must not charge fees ("Fees") in respect of any hiring of the Premises in excess of the scale of Fees set by the Lessor from time to time in the Lessor's absolute and unlimited discretion and notified to the Lessee;
  - (iii) all Fees may be kept by the Lessee;
  - (iv) the Lessee must give to the Lessor the Lessee's profit and loss accounts, statements, balance sheets and associated reports and notes for each financial year within 45 Business Days of the end of the relevant financial year, such accounts and balance sheets to be audited, (at the cost of the Lessee), if requested by the Lessor; and
  - (v) no hiring of the Premises in any way alters or affects the Lessee's obligations under this lease to the Lessor which shall continue in full force and effect.

The covenants and agreements on the part of any assignee or sublessee with the Lessor contained in any assignment or sublease shall be deemed to be supplementary to those contained in this Lease and shall not in any way relieve or be deemed to relieve the Lessee from the Lessee's obligations and liabilities under this Lease.

**5.3 Comply with all laws**

To comply with and obey the provisions of all laws, rules, regulations and by-laws which may from time to time be made or given with respect to or affecting the Premises but the Lessee is under no obligation pursuant to this **clause 5.3** to carry out any structural repairs or alterations to the Premises (except those rendered necessary by the negligence, act, default or omission of the Lessee or any officer, member, employee, agent, contractor or invitee of the Lessee or by the use or occupancy by the Lessee or any such other person of the Premises).

**5.4 Alterations**

Not without the prior written consent of the Lessor to:

- (a) erect or permit to be erected any building or structure on the Premises or to make or permit to be made any alteration in or to any building or structure erected on the Premises; or
- (b) install any water, gas or electrical fixtures, equipment, appliance or apparatus for illuminating, air conditioning, heating, cooling or ventilating the Premises,

and the Lessee further agrees that if any buildings and improvements are to be constructed, erected or made or works carried out or executed on the Premises or any such installation is to be made by the Lessee, it is agreed that they must be constructed, erected, made, carried out and executed under the supervision and to the satisfaction of the Lessor and not otherwise.

**5.5 Maintenance and Repair**

To:

- (a) keep and maintain the Premises in good and tenable repair and condition, fair wear and tear excepted; and
- (b) without limiting the generality of paragraph (a), promptly and in a proper and workmanlike manner:
  - (i) carry out and comply with the Lessee's Maintenance Obligations; and
  - (ii) carry out all repairs and maintenance rendered necessary by the negligence, act, default or omission of the Lessee or any officer, member, employee, agent, contractor or invitee of the Lessee or by the use of occupancy by any such person of the Premises.

**5.5.1 Report Lessor's Maintenance Obligations**

When Lessor's Maintenance Obligations arise:

- (a) The Lessee must report all Lessor's Maintenance Obligations to the Lessor, according to the procedure prescribed by the Lessor, as soon as it is reasonably practicable; and either
  - (i) allow the Lessor to engage a suitably qualified agent or contractor to complete the Lessor's Maintenance Obligations; or
  - (ii) obtain prior approval from the Lessor for the Lessee to engage a suitably qualified contractor to complete the maintenance obligations.

The Lessor reserves the power to exercise their absolute discretion in determining a request made under clause 5.5.1 (a)(ii).

- (b) Clause 5.5.1 (a) must be complied with unless the maintenance is urgent as provided in sub clause (b) (i) or (b)(ii), meaning the maintenance obligation:
  - (i) must be remedied immediately by the Lessee to ensure the safety of the Premises; or
  - (ii) must be remedied immediately by the Lessee in order to avoid substantial interference with the Lessee's operations.

And the maintenance reporting obligations to the Lessor referred to in clause 5.5.1(a) are unable to be fulfilled due to the first awareness of the maintenance requirement being at a time when the Lessor is unable to respond.

- (c) The cost of maintenance undertaken in accordance with clause 5.5.1 (a)(ii), (b)(i) or (b)(ii) will only be reimbursed to the Lessee if:
- (i) it is completed at a comparable cost for which the Lessor could have obtained the services in the same circumstances; and
  - (ii) the Lessee provides the Lessor with appropriate written documentation (including valid tax invoices) of the service provided.

Failure to comply with clause 5.5.1 (a) (ii), (b)(i) or (b)(ii) by the Lessee may result in the Lessor deeming the maintenance to have been undertaken at the expense of the Lessee with no reimbursement by the Lessor.

#### 5.6 Use

Not to:

- (a) use or permit to be used the Premises for any purpose other than that or those specified in item 6 of **schedule 1**;
- (b) carry on or suffer to be carried on upon the Premises any noxious noisome or offensive trade act business occupation or calling;
- (c) make, do or suffer upon the Premises any act, matter or thing that may be or become a nuisance or annoyance to the Lessor or to the owners or occupiers of property in the neighbourhood of the Premises;
- (d) permit any person to smoke in any building constructed on the Premises;
- (e) cut down any mature trees on the premises without the prior written consent of the Lessor;
- (f) store motor fuels, fertilizers, chemicals, inflammable liquids, acetylene gas or volatile or explosive oils, compounds or substances upon the Premises that would breach the Explosives and Dangerous Goods Act 1961 and Dangerous Goods (Storage and Handling of Non-explosives) Regulations 2007;
- (g) permit any person to sleep on the Premises; or
- (h) use or permit or suffer to be used any lavatories, toilets, sinks and drainage and other plumbing facilities at the Premises for any purposes other than those for which they were constructed or provided or deposit or permit to be deposited therein any sweepings, rubbish or other matter and any damage thereto arising caused by misuse shall be made good by the Lessee forthwith and all damages occasioned thereby shall also be paid by the Lessee.

#### 5.7 Signs

Not to affix or exhibit or permit to be affixed or exhibited to or upon the Premises any placard, poster, sign, board or other advertisement without the prior written consent of the Lessor and if such consent is given, to keep and maintain any such advertisement in good and tenantable repair and condition.

#### 5.8 Report Acts of Vandalism

To immediately report to the Lessor any acts of vandalism or any incident which occurs on or adjacent to the Premises which is or is likely to involve a breach of the peace or become the subject of a report to the police.

#### 5.9 Lessee's Insurance

To take out and keep in force the following policies of insurance with an insurer first approved by the Lessor:

- (a) a public liability insurance policy naming the Lessee as the insured for an amount which at the commencement of the Term must not be less than the sum of TEN MILLION DOLLARS (\$10,000,000.00) and which must be adjusted at the expiration of the first and each succeeding year during the Term to an amount which on the date of each adjustment the parties agree represents an amount of public risk insurance which a reasonable and prudent person in the circumstances of the Lessee would take out and in the event of any dispute concerning the amount it must be fixed at the expense of the Lessee by an insurance broker nominated by the Lessor;
- (b) a workers' compensation policy covering all employees of the Lessee; and
- (c) an insurance policy insuring the Lessee's furniture and fittings (for their full insurable value on a replacement and/or reinstatement basis including extra costs reinstatement) against damage or destruction by such risks against which a reasonable and prudent person in the circumstances of the Lessee would insure

and to deposit each such policy of insurance with the Lessor and at least seven (7) days before they become due to pay all premiums necessary for that purpose and deposit with the Lessor the receipt for the current year's premium or a certificate of renewal of the insurance and if the Lessee at any time fails to insure and keep insured as above it is agreed the Lessor may do all things necessary to effect or maintain the insurance and that the Lessee must repay any moneys expended by the Lessor for that purpose on demand and any moneys so expended are deemed to be Annual Administration Fee in arrears and may be recovered by the Lessor accordingly.

#### 5.10 Lessor's Insurance

- (a) To pay the premium payable on any insurances effected by the Lessor for the Premises.
- (b) Not to do or permit any act, matter or thing which may cause an increased premium to be payable in respect of the insurance of the Premises or which may make void or voidable any policy of insurance.
- (c) To pay to the Lessor upon demand any excess payable in respect of any claim made on any policy of insurance in respect of the Premises.
- (d) If at any time during the Term any act, matter or thing is done upon the Premises which has the effect of invalidating or avoiding any policy of insurance in respect of the Premises, the Lessee is responsible for any damage or loss which the Lessor may suffer or incur as a result thereof.

#### 5.11 Lessor's Rights of Entry

To permit:



- (a) the Lessor, any employee of the Lessor and any other person authorised by the Lessor at all reasonable times to enter upon the Premises and view the condition of the Premises and upon notice being given by the Lessor, to repair the Premises in accordance with such requirements as are set out in any such notice;
- (b) the Lessor, any employee of the Lessor and any other person authorised by the Lessor, with all necessary vehicles plant and materials at all times to have access to the Premises and the right to remain on the Premises to carry out any building, alterations, improvements or works whether structural or otherwise which the Lessor desires or is required to effect upon the Premises;
- (c) the Lessor in the event of a State or Local emergency situation to occupy and manage the Premises for the purpose of reducing or preventing harm or for the purposes of emergency management or for the provision of emergency accommodation to displaced residents (if suitable), for the period of the emergency.

**5.12 Costs**

To pay:

- (a) all costs (including legal costs) of and incidental to the preparation, completion and execution of this Lease; and
- (b) all costs, charges and expenses (including solicitors' costs ) incurred by the Lessor for the purposes of or incidental to the preparation and service of a notice under Section 81 of the Property Law Act 1969, requiring the Lessee to remedy a breach of any provision of this Lease notwithstanding forfeiture for the breach is avoided otherwise than by relief granted by the Court.

**5.13 Indemnity**

- (a) To the extent that the terms and conditions of any insurance effected by the Lessor or any money paid to the Lessor out of insurance effected by the Lessee do not fully indemnify the Lessor against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Lessor becomes liable in respect of any of the matters referred to in sub-paragraphs (i), (ii) and (iii) of this **clause 5.13(a)**, to indemnify and keep indemnified the Lessor against all actions, claims, demands, notices, losses, damages, costs and expenses for which the Lessor becomes liable in respect of any loss or damage to property or death or injury of whatever nature or kind and however and wherever sustained:
  - (i) caused or contributed to by the use or occupation of the Premises except to the extent that the same is caused or contributed to by the negligence, act, default or omission of the Lessor;
  - (ii) resulting from any negligence, act, default or omission of the Lessee or any officer, member, employee, agent, contractor or invitee of the Lessee; or
  - (iii) resulting from any notice, claim or demand to pay, do or perform any act, matter or thing to be paid, done or performed by the Lessee under this Lease except to the extent that the Lessor is obliged under the provisions of this Lease to pay for or contribute to that cost.
- (b) Without limiting the generality of **clause 5.13(a)**, to indemnify and keep indemnified the Lessor against all actions, claims, demands, losses, damages, costs and

expenses for which the Lessor becomes liable in respect of or arising from the overflow or leakage of water or other fluids at or from the Premises except to the extent that the same is caused or contributed to by the negligence, act, default or omission of the Lessor.

- (c) Without limiting the generality of **clause 5.13(a)** and **clause 5.13(b)**, to indemnify and keep indemnified the Lessor against any claim, action, demand, fine, damage, costs or expenses arising out of any breach by the Lessee or any officer, member, employee, agent, contractor or invitee of the Lessee of any provision of the Occupational Health, Safety and Welfare Act 1984.

**5.14 Restore Premises**

Upon the expiration or sooner determination of the Term to remove all fixtures and fittings of the Lessee from the Premises and to make good any damage caused by such removal and in particular but without limiting the generality of the above to remove or paint over, as the case may require, any sign, placard or advertisement affixed or exhibited in to or upon the Premises by the Lessee.

**5.15 Deliver up Premises**

Upon the expiration or sooner determination of the Term to deliver up the Premises and all additions to the Premises and fixtures and fittings at the Premises and the keys to the Premises (if any) to the Lessor in good and tenantable repair order and condition in strict accordance with the Lessee's obligations under this document.

**5.16 Obligation to report injuries, loss or damage**

In the event of injury, loss or damage to any person or property on the Premises, to notify in writing the Lessor within 48 hours of the event, giving full details of the event and names and contact details of any people involved in the event, including witnesses.

The Lessor may request further particulars from the Lessee, in which case the Lessee must respond promptly and do all things necessary to satisfy the request of the Lessor.

**5.17 Behaviour**

To ensure the decent behaviour at the Premises of all members, patrons, visitors and employees of the Lessee and to take all necessary action to prevent disorderly behaviour and the use of indecent language by such persons and to prevent any disturbance or nuisance or annoyance arising from their use of or presence at the Premises.

**6 LESSOR'S AGREEMENTS WITH LESSEE**

The Lessor agrees with the Lessee as follows:

**6.1 Quiet Enjoyment**

If the Lessee pays the Annual Administration Fee and observes and performs the provisions of this Lease on the part of the Lessee to be observed and performed, the Lessee is, subject to **clause 5.11**, entitled to peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

**6.2 Repairs and Maintenance**

The Lessor must promptly and in a proper and workmanlike manner carry out and comply with the Lessor's Maintenance Obligations.

**7 DEFAULT**

The Lessor and the Lessee agree as follows:

**7.1 Default: Essential Terms**

Each of the obligations of the Lessee set out in **clause 4** (payment of Annual Administration Fee), **clause 5.2** (assignment, sub-letting and parting with possession), **clause 5.5** (maintenance and repair), **clause 5.6** (Use), **clause 5.9** (Lessee's insurance), **clause 5.16** (obligation to report injuries, loss or damage) and **clause 5.13** (indemnity) of this document is an essential term of this document. (This clause does not prevent other obligations being essential terms.)

If the Lessee defaults by not performing or complying with any obligation which is an essential term, the Lessor is entitled to recover damages for losses over the whole Term, including losses caused by the non-payment of money by the Lessee over that period, even if this Lease is terminated by the Lessor as a result of the Lessee's default before the expiry of the Term.

**7.2 Default**

If:

- (a) any Annual Administration Fee or any other moneys payable under this document remain unpaid for ten Business Days after written notice has been received by the Lessee from the Lessor to remedy the non-payment; or
- (b) an order is made or a resolution is effectively passed for the winding up of the Lessee (other than for the purpose of amalgamation or reconstruction) or the Lessee becomes bankrupt or if any deed of assignment or deed of arrangement is prepared by or for or presented to the Lessee for execution by it or there is appointed under any Act or instrument or by order of any Court a manager or an administrator or a trustee or a receiver or a receiver and manager or liquidator in relation to any part of the Lessee's undertakings or assets or property; or
- (c) the Lessee fails within the time specified in a notice (which time shall be not less than 10 Business Days) requiring the Lessee to remedy a breach by the Lessee of any one or more of the provisions of this Lease; or
- (d) the Premises are deserted or vacated,

then and in each case the Lessor or any person or persons duly authorised by the Lessor at any time thereafter and without any notice or demand may re-enter into and upon the Premises and repossess the Premises and thereby the Term and the estate and interest of the Lessee in the Premises will immediately determine.

The Lessor's right of action referred to above is without prejudice to the right of action or other remedy which the Lessor has in respect of any prior breach by the Lessee of any provision of this Lease and following such forfeiture the Lessor is entitled to recover from the Lessee damages for loss of the benefits which performance of the provisions of this Lease by the Lessee would have conferred on the Lessor between the date of forfeiture and the expiry of this Lease by the passing of time.

**7.3 Execution of Works by Lessor**

If and whenever the Lessee fails within the time specified in a notice issued pursuant to **clause 7.2(c)** to remedy a breach of a provision of this Lease, the Lessor may (without prejudice to any other rights or remedies of the Lessor) enter the Premises, carry out or execute any repairs, requisitions, notices or works, remedy any default, pay or discharge any outgoings or other moneys or do any act, matter or thing the Lessor thinks necessary or desirable to ensure or secure compliance with the provisions of this Lease and the Lessee must repay any moneys expended by the Lessor for that purpose on demand and any moneys so expended are deemed to be Annual Administration Fee in arrears and may be recovered by the Lessor accordingly.

**7.4 Interest on Overdue Money**

Without affecting the rights, powers and remedies of the Lessor under this Lease, the Lessee agrees to pay to the Lessor on demand interest on any money due by the Lessee to the Lessor pursuant to this Lease but unpaid for ten Business Days calculated from the due date for payment until payment in full and computed at the rate per cent per annum which is adopted by the Town of East Fremantle budget from time to time and such interest is deemed to be Annual Administration Fee in arrears and may be recovered by the Lessor accordingly.

**7.5 Acceptance of Annual Administration Fee Not to Prejudice Lessor's Right**

Demand for or acceptance of Annual Administration Fee or any other amounts payable by the Lessee in terms of this Lease after default by the Lessee under this Lease (other than on the grounds of non-payment of that Annual Administration Fee or the other amounts as the case may be) will not affect the exercise by the Lessor of the rights and powers conferred upon the Lessor by this Lease and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

**8 DAMAGE OR DESTRUCTION****8.1 Damage or Destruction**

- (a) Subject to the provisions of **clause 8.2** if the Premises are at any time during the Term totally or partially destroyed or damaged so as to render the Premises unfit for the occupation and use of the Lessee or inaccessible, the Annual Administration Fee and any other moneys payable by the Lessee under the terms of this Lease ("Amounts Payable") or a proportionate part of the Amounts Payable according to the nature and extent of the damage sustained as determined by the Lessor shall abate and all or any remedies for recovery of the Amounts Payable falling due after the destruction or damage or a proportionate part of the Amounts Payable shall be suspended until the Premises have been rebuilt or made fit for the occupation and use of the Lessee or accessible to the Lessee as the case may be.
- (b) The abatement of the Amounts Payable referred to above shall not apply in case of destruction or damage caused or contributed to by the Lessee or any officer, member, employee, agent, contractor or invitee of the Lessee or if any policy or policies of insurance have been vitiated or payment of the policy moneys refused because of the negligence, act, default or omission of the Lessee or of any officer, member, employee, agent, contractor or invitee of the Lessee.
- (c) The Lessor is not obliged to reinstate the Premises.



**8.2 Total Damage or Destruction**

If the Premises are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for occupation and use either party may by notice in writing to the other of them given within forty five Business Days after the event determine this Lease and thereupon this Lease is determined without prejudice however to the liability of the Lessee under this Lease up to the date of determination.

**9 GST**

- (a) Unless otherwise expressly stated, all Annual Administration Fee, prices or other sums payable or consideration to be provided under or in accordance with this document are exclusive of GST.
- (b) If GST is imposed on any supply made under or in accordance with this document, the recipient of the taxable supply must pay to the supplier an additional amount equal to the GST payable on or for the taxable supply. Payment of the additional amount will be made at the same time as payment for the taxable supply is required to be made in accordance with this document.
- (c) If this document requires a party to pay for, reimburse or contribute to any expense, loss or outgoing ("reimbursable expense") suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the sum of:
  - (i) the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense ("net amount"); and
  - (ii) if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply.
- (d) If a GST inclusive price is charged, the supplier must provide the recipient of the supply a valid tax invoice at or before the time of payment.

**10 LIMITATION OF LIABILITY OF LESSOR**

The Lessor's obligations under this document:

- (a) bind only the person holding the reversionary estate of the Premises immediately expectant upon the expiry of the Term; and
- (b) only render the Lessor liable in damages when the act omission or default giving rise to damages occurs while the Lessor is the registered proprietor of the Premises.

**11 SPECIAL CONDITIONS**

The Lessor and the Lessee agree that the special conditions set out in item 7 of **schedule 1** shall apply and agree with each other to observe and perform the obligations on the part of each of them set out in item 7 of **schedule 1**. If there is any inconsistency between the terms of this lease and the special conditions in Item 7 of Schedule 1, then the special conditions prevail.

**12 DISPUTE RESOLUTION****12.1 Notice of Dispute**

- (a) If a difference or dispute (together called a "**Dispute**") between the parties arises out of or relates to this document, or the breach, termination, validity or subject matter of it, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, then any party may give the other a written notice of dispute adequately identifying and providing details of the Dispute ("**Notice of Dispute**").
- (b) Notwithstanding the existence of a Dispute, all parties will, subject to this document, continue to perform the agreement evidenced by this document.

**12.2 Conference**

Within ten Business Days after receiving a Notice of Dispute, the parties will confer at least once to resolve the Dispute or to agree on methods of doing so. At every such conference each party will be represented by a person having authority to agree such resolution or methods. All aspects of every such conference, except the fact of its occurrence, will be privileged.

**12.3 Expert mediation**

- (a) If the Dispute is not resolved within the following ten Business Days (or such further period as the representatives may agree is appropriate), the parties in dispute agree to endeavour in good faith to settle the Dispute by mediation administered by the Australian Commercial Disputes Centre ("**ACDC**") before having recourse to arbitration or litigation.
- (b) The mediation will be conducted in accordance with ACDC Mediation Guidelines which set out the procedures to be adopted, the process of selection of the mediator and the costs involved. The terms of those Guidelines are annexed to this lease marked Appendix B.
- (c) This clause does not merge on the expiration or sooner determination of this Lease.

**12.4 Exchange of information**

The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is to attempt to settle the Dispute between the parties. No party may use any information or documents obtained through the dispute resolution process established by this **clause 12** for any purpose other than an attempt to settle a Dispute between the parties.

**12.5 Termination of dispute resolution**

After expiration of the time established by or agreed under this clause for agreement on the dispute resolution process, any party which has complied with the provisions of **clauses 12.1 to 12.4 inclusive**, may in writing terminate the dispute resolution process provided for in those clauses and may then refer the Dispute to arbitration.

**12.6 Agreement to arbitrate**

- (a) If the parties fail to settle any Dispute in accordance with **clause 12.3**, that Dispute will be submitted to final and binding arbitration under the Rules of Arbitration of the

Institute of Arbitrators and Mediators Australia by one or more arbitrators appointed in accordance with those rules.

(b) This clause does not merge on the expiration or sooner determination of this Lease.

#### 12.7 Selection of arbitrator

Before establishment of the arbitral tribunal, a party may, without any inconsistency with this agreement to arbitrate or the dispute resolution procedures set out above, seek interim or provisional relief in respect of the subject matter of the Dispute from any Court having jurisdiction. Such interim or provisional relief may be vacated, continued or modified by the arbitral tribunal at the request of any party. Any party may seek, to the full extent allowed by law, judicial enforcement, in a Court having jurisdiction, of any interim or provisional relief granted by the arbitral tribunal.

#### 12.8 Governing law

The law of the arbitration will be the law of Western Australia.

#### 12.9 Place and language of arbitration

The arbitration will be conducted in Perth, Western Australia. The parties waive, to the fullest extent allowed by law, any defence to an action to compel arbitration based on the argument that the venue selected is in any way inconvenient or inappropriate, or that the party will in any respect be deprived in such venue of its rights effectively to arbitrate the dispute. The language of the arbitration will be English.

### 13 MISCELLANEOUS PROVISIONS

The Lessor and the Lessee agree that:

#### 13.1 Notices

Any notice to be given pursuant to this Lease is deemed to have been duly served on the party to whom it is to be given if served in the manner provided in Section 135 of the Property Law Act, 1969 and, in addition, in the case of a notice to the Lessee if left addressed to the Lessee at the Premises.

#### 13.2 Holding Over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a monthly Administration Fee equivalent to one twelfth of the Annual Administration Fee payable immediately prior to the expiry of the Term and otherwise on the same terms and conditions as this Lease (except clause 3.2). The monthly tenancy will be terminable at any time by either party giving to the other 1 months' notice expiring on any date.

#### 13.3 Waiver

No waiver by the Lessor of any breach of any provision of this Lease by the Lessee operates as a waiver of another breach of any provision of this Lease by the Lessee.

#### 13.4 Severance

If any part of this Lease is or becomes void or unenforceable then that part is or will be severed from this Lease so that all parts not void or unenforceable remain in full force and effect and unaffected by that severance.

#### 13.5 Statutory Powers

The powers conferred by or under any statute (except to the extent inconsistent with the terms and provisions expressed in this Lease) are in augmentation of the powers conferred on the Lessor by this Lease.

#### 13.6 Governing Law and Jurisdiction

- (a) This document is governed by and is to be construed in accordance with the laws in force in Western Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

#### 13.7 Joint and Several Liability

An obligation on two or more persons binds them jointly and severally.

#### 13.8 Time of the Essence

Time is of the essence in respect of the performance and observance by the Lessee of the provisions of this Lease.



## SCHEDULE 1

1. **Premises**  
42 Glyde Street, East Fremantle being more particularly described as Lot 47 on Plan 3954 being the land comprised on Certificate of Title Volume 1076 Folio 195
2. **Rights**  
None
3. **Reservations**  
None
4. **Term**
  - 4.1 **Initial term**  
5 years commencing on 1 July 2014 and expiring on 30 June 2019
  - 4.2 **Further term**  
5 years commencing on 1 July 2019
5. **Annual Administration Fee**  
From 1 July 2014 to 30 June 2015, \$1000 per annum (exclusive of GST). Thereafter the Annual Administration Fee will be reviewed annually on each anniversary of 1 July 2014 in accordance with clause 4.3 of this Lease.
6. **Purpose for which Leased Premises to be Used**  
Community Learning Centre
7. **Special Conditions**
  - 7.1 Outgoings and percentage of outgoings to be paid by the Lessee in accordance with Clause 5.1 are listed below. This list is neither exhaustive nor exclusive but is representative of the scope of the outgoings payable by the Lessee.

• Water Rates	NIL%
• Water Consumption	100%
• Sewerage Rates	NIL%
• FESA Levy	NIL%
• State Land Tax	NIL%
• Local Government Rates	NIL%
• Electricity	100%
• Gas	100%
• Telephone/Fax & Data Lines	100%
• Refuse Removal	NIL%
• Building Insurance	NIL%
• Contents Insurance	100%
• GST (Where liability is with the Lessee)	100%

- 7.2 Upon request the Lessee must promptly give the Lessor Annual Financial Statements audited by a member of the CPA Australia or of the Institute of Chartered Accountants at the cost of the Lessee or provide Annual Financial Statements that have been accepted by the Lessee's Annual General Meeting, at the discretion of the Lessor.
- 7.3 If requested, the Lessee must promptly give the Lessor annual occupancy statistics.
- 7.4 The Lessee is to maintain a current key register and submit to the Lessor an updated register upon request and/or within 30 days of the Lessee's Annual General Meeting being held each year. Additional keys supplied to the Lessee by the Lessor are at the Lessee's expense as outlined in Appendix A Maintenance Obligations.
- 7.5 Where a building that forms part of the Premises has a security alarm installed, the Lessee is to provide to the Lessor each year and within seven days of a change to the security code, a security code that will permit the Lessor to enter the building.
- 7.6 The Lessee will provide to the Lessor a current list of contacts of the office holders within seven days of the Lessee's Annual General Meeting held each year.
- 7.7 The Lessor does not warrant, expressly or impliedly, that the Premises:
  - (a) are suitable for any purpose;
  - (b) may be used for the permitted use under this Lease; or
  - (c) are now or will remain suitable or adequate for all or any of the Lessee's purposes.
- 7.8 The Lessor is not liable for any cost, loss or damage resulting from any merchandise, goods or property of any kind which may be at the Premises during the Term being destroyed or damaged by any means, except where the Lessor intentionally or negligently caused the damage or destruction.
- 7.9 Despite any implication or rule of law to the contrary, the Lessor is not liable to the Lessee for any loss or damage suffered by the Lessee from any malfunction, failure to function or interruption of or to any of the services or fire equipment contained at the Premises or for the blockage of any sewers, water drains, gutters, downpipes, or storm water drains unless intentionally or negligently caused by the Lessor. The Lessee may not terminate this lease for these reasons and has no right of action or claim for compensation or damages against the Lessor.
- 7.10 Neither the Lessee nor any agent or other person on behalf of the Lessee may lodge a caveat against the Land other than a subject to claim caveat to protect the Lessee's interests under this lease. Any subject to claim caveat so lodged must be withdrawn by the Lessee at its expense at the expiration of the Term.

**Appendix A  
Maintenance Obligations**

Maintenance Type	Lessor	Lessee
<b>General</b>		
All Structural Repairs	Yes	
Cleaning & Cobweb Removal (Hygienic & tidy condition at all times)		Yes
Supply of Sanitary Bins, Paper Towel, Soap and Dispenser and Toilet Paper.		Yes
Vermin Control (Rats, Insects etc)		Yes
Termite Inspection/Treatment	Yes	
Vandalism	External	Internal
Windows (Except malicious damage by patron)	Yes	
Graffiti	Yes	
Emergency Exit Lighting & Doors, Public Safety & Compliance.	Yes	Where found to be illegally locked, costs for reinstatement to be met by the Lessee
Fire Extinguishers & Hoses	Maintenance & Replacement	If stolen or damaged by misuse internally
Security Monitoring & Equipment		Yes
Oven & Exhaust Vent		Yes
Kitchen Appliances (i.e. Fridges, Toasters etc)		Yes
<b>Ceiling / Roof</b>		
Ceiling	Yes	Cleaning Only
Roof (including leaks, broken tiles etc)	Yes	
Gutters & Downpipes	Cleaning & Replacement	
Air-conditioning / Heating (Servicing)		Yes
Air-conditioning / Oven Vents		Yes
Exhaust Fans		Yes
Skylights	Yes	If damaged by misuse internally
<b>Walls</b>		
Walls		Yes - To be washed down quarterly
Window Cleaning		Yes - Including tracks & flyscreens
Security Screens		Yes
Flyscreens		Yes
Doors	Yes	If damaged by misuse internally
Locks		Yes
Replacement Keys		Yes
External Painting	Yes	
Internal Painting	Repaint when required	Touch ups & repairs. Additional painting by Lessee requires prior approval on location and colour choice by Lessor
Cupboards	Replacement	If damaged by

		misuse
Blinds / Curtains		Yes
Mirrors		Yes
Honour Boards / Notice Boards		Yes
<b>Floors</b>		
Carpet***	Replacement when required	Annually Dry Cleaned
Vinyl Floors	Replacement when required	Mopped at least once per week
Wooden Floors***	Replacement &/or Stripping &/or Resealing when required	Buffed & Polished half yearly
Tiled Floors	Replacement when required	Mopped at least once per week
<b>Electrical</b>		
Fittings (i.e. lights, power points, switches)	Yes	Replacement of globes & costs for additional points.
Wiring (Excluding damage or use causing overloading).	Yes	
<b>Plumbing</b>		
Replacement of Fixtures & Cisterns	Yes  Blockages caused by roots	Leaking Taps & Cisterns the responsibility of the Lessee  Blockages not caused by roots
Hot Water System	Replacement	Maintenance
<b>External</b>		
Security Lighting		Yes
Gardens & Lawns within Lease Area		Yes
Perimeter Fencing	Replacement or Repair (i.e. stand alone facilities surrounding residences)	
Malicious Damage by Patrons		Replacement or Repair to damaged Area

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

Initials	
Lessee:	Lessor:
Lessee:	

EXECUTED as a Deed

Lessor

On this 21<sup>st</sup> day of August 2014.

  
.....  
Chief Executive Officer  
Town of East Fremantle



STUART WEARNE  
.....  
Print Name

Lessee

On this 21<sup>st</sup> day of August 2014.

  
.....  
Signature of Authorised Signatory  
Glyde-In Community Learning Centre Incorporated

Jono FARMER  
.....  
Print Name

14 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

15 NOTICE OF MOTION FOR CONSIDERATION AT THE NEXT MEETING

16 QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

17 NEW BUSINESS OF AN URGENT NATURE

18 MATTERS BEHIND CLOSED DOORS

**PROCEDURAL MOTION**

**That the meeting be closed to the public to discuss a confidential report in relation to 18.1 Tender Approval – Riverside Road Upgrade Project under the terms of the Local Government Act 1995, Section 5.23(2)(c) & (e).**

18.1 TENDER APPROVAL - RIVERSIDE ROAD UPGRADE PROJECT

(Confidential Report)

19 CLOSURE