



ATTACHMENTS

ORDINARY COUNCIL MEETING

25 October 2022

TABLE OF CONTENTS

SUBJECT HEADING	PAGE
8.1.1 – 11 Irvine Street	3
8.3.1 – Updated Library Management Agreement	17
8.4.1 – List of Accounts	46
8.4.2 – Financial Statements for the period ended 30 September 2022	70
8.5.1 – Matters for Information and Noting	85



ORDINARY COUNCIL MEETING

8.1.1 – 11 Irvine Street

05 September 2022
Job Number: 22142
Our Reference: 01L SoPG DA

Chief Executive Officer
Shire of Peppermint Grove
11 Irvine Street
Peppermint Grove WA 6011
Perth, 6000

Griffiths Architects



Attn: Development Approvals

To whom it may concern,

11 IRVINE STREET, PEPPERMINT GROVE MINOR ALTERATIONS AND ADDITIONS.

This development application is for minor alterations and additions at the above premises.

The place is included on the Shire's Heritage List as a category 1 place. There is no work to the historic house.

This development work includes:

- 1) A new front fence, with an automated entry gate and the maintenance of the hedge along the garden front.
- 2) Additional hard stand inside the hedge line.
- 3) Removal of the current recently constructed car port and the construction of a utility shed in its place, making use of the existing boundary wall to the west. Designed to appear as a small garage, this space will be used to accommodate the refuse collection bins, gardening equipment and the like and concentrate these utilities in a nicely designed structure, set behind the verandah line so as not to impact on the presentation of the front elevation of the house.
- 4) Demolition of the present recently constructed rear patio and reconstruction to an expanded size to allow the accommodation of outdoor dining. The roof to this structure will be integrated into the main house structure.
- 5) Refurbishment of the existing store in the northwest corner to upgrade present wine storage facilities. No changes to external envelope.

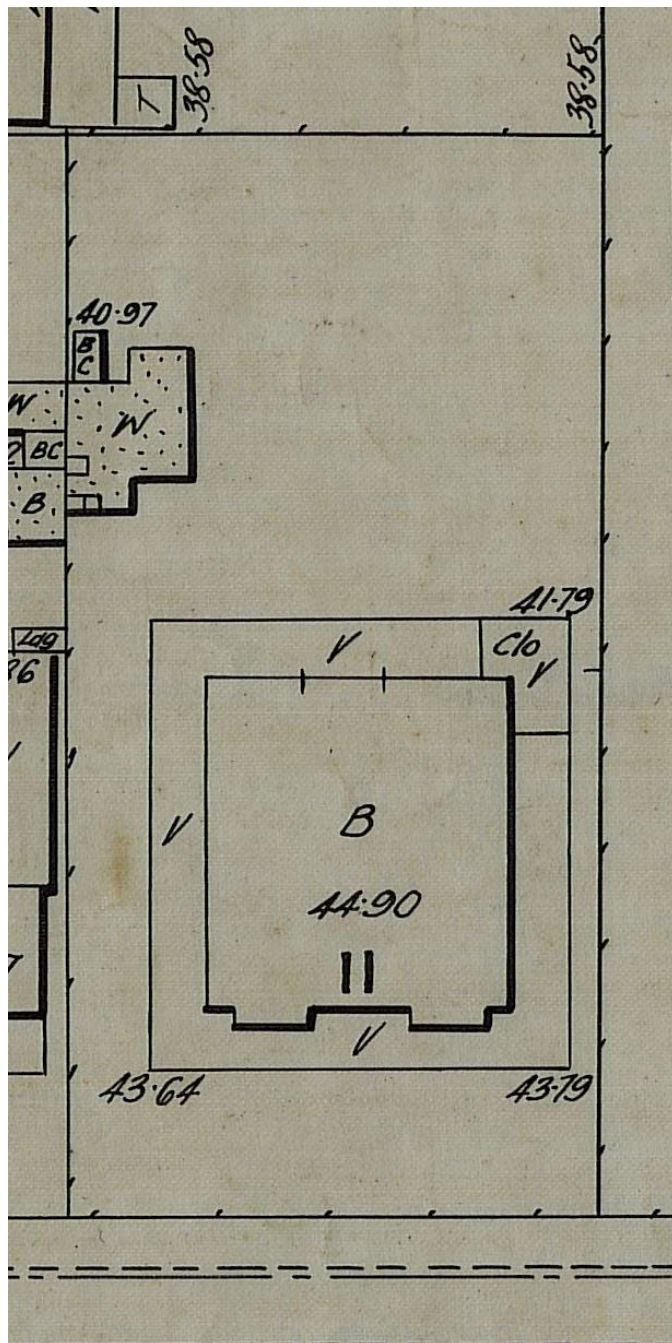


Figure 01: 11 Irvine Street, 1935 SROWA_series634_cons4156_item117.

The depth of the house has been increased by a factor of two to its current plan.

History of the site

The following is taken from the Shire of Peppermint Grove's Municipal entry for the site.

The property was originally owned by William Drabble, businessman. Between 1910 and 1956 it was owned and occupied by the Mugeridge family. William Mugeridge was one of a number of local Peppermint Grove and Cottesloe merchants who built houses in this part of Peppermint Grove in the early twentieth century. Some historical significance.



In this table, the proposals are measured against the heritage values as per the provided Statement of Significance.

Statement of Significance

Heritage values	Potential Impact Analysis	Degree and Intensity of Impacts
it has historical associations with William Drabble and William Mugeridge and the Mugeridge family	There is no work that would impact on this value.	No Impact
it is a neat and attractive example of its style and period and retains a moderate to high level of integrity	The works to remove the later carport extension will remove a later unsympathetic roofing addition. The new utility shed will introduce a new sympathetic structure to the front façade. That is reversible. No works are occurring to the original historic house.	Positive impact
The basic character of the place remains but the modifications have diminished its visual presence	The works to remove the later carport extension will remove a later unsympathetic roofing addition, that has diminished its presence. The new utility shed will introduce a new sympathetic structure to the front façade. No works are occurring to the original historic house.	No Impact
The place has a moderate to high level of integrity. The external modifications are reversible	All works proposed including the utility shed and patio are reversible. The utility shed will be an improved modification in comparison to the existing carport addition.	No Impact
The place has long term associations with the Mugeridge family, well known Peppermint Grove resident	There is no work that would impact on this value.	No Impact
Part of a townscape area at the western end of Irvine Street	The works do not negatively impact the streetscape.	No Impact
The place is a neat and relatively intact example of a Federation Queen Anne cottage	There is no work to the historic house. The removal of the unsympathetic car port and construction of a new utility shed in a sympathetic style will not impact this value.	No Impact



Variations to Residential Design Codes

The fence and driveway are severely restricted by existing constraints. The existing verandah of the historic house sits 5.4m away from the front south boundary and 3.2m from the western boundary. There is an existing Peppermint verge tree 3.1m from the current cross over. The current driveway gate within the existing fence is not compliant with current codes. There is no possible way to make a compliant driveway given the existing constraints.

The main driveway will remain gravel as existing. The parallel section of driveway will be grass with stone slabs to match the pathway from the central this will ensure the parallel driveway can read as garden when not in use and retain as much green space as possible.

The new utility shed will be used to store the council general waste, garden organics and recyclables bins removing the unsightly bins which are currently visible from the street. Due to the existing distance between the verandah and boundary, the utility shed cannot be used as a garage as it does not allow for the minimum width requirement for single car garages specified in the R-Codes. However, the utility shed will present as a garage in the traditional manner to ensure it is in keeping with the streetscape values of Irvine Street. The utility shed sits in line with the existing house with the new roof behind the line of the existing verandah roof. Its placement also means that it is out of the way of the southern-most doors on the western façade to ensure it does not interfere with the existing garden views from the room. The western wall of the utility shed will use the existing 2.5m boundary wall adding a 0.52m parapet to ensure fire protection for the adjoining property.

The utility shed location will be slightly further back of the existing carport and is in alignment with the neighboring property. At this position it has minimal shadowing impact on the neighboring property as the lower section of the two-storey wall is blank. If the utility shed was to move further towards the rear of the property, there would be overshadowing of first floor openings due to the slightly extended parapet required for fire separation. This location has been decided to ensure minimal impact on the neighboring property and is of a similar impact to what is already extant but of a more sympathetic design.

The patio is 5.1m from the rear wall. The development checklist notes 6m setback. The Shire's Local Planning Policy 11 – building on Side and Rear Boundaries 2020 does not state any requirement about 6m. Only that it does not adversely impact adjoining properties and direct sun to major habitable openings and outdoor living spaces for adjoining properties is not restricted. The shadow plan on the site plan shows no overshadowing of adjoining properties will occur because of the patio.



The Patio is 900mm less than the 6m noted on the Development Application Checklist. The rear of the property backs onto a carpark of a lot zoned R-AC3. This is staff and customer parking for the retail business. The patio will not visually impose or overshadow the adjoining properties.

Given there is no impact to the adjoining residential Shire listed heritage properties and the property behind 11 Irvine Street is not on the state or local heritage lists we are seeking concession of a reduced rear setback.



The above Landgate image clearly shows the parking lot to the rear of the property and that pushing the new utility shed past what is currently extant will negatively impact the adjoining properties access to morning sun.

Conclusion

The proposed works will unpick later unsympathetic additions including the existing carport and fence. The proposed utility shed that presents as a garage will store and hide council bins from street view. The internal refit of the rear store will not change the existing envelope of the structure. The new patio will not impact on the adjoining properties.

This is overall a good heritage outcome.

Included in this application are the following:



- Shire of Peppermint Grove Application for Development Approval form with Development Application Checklists
- Certificates of Title
- Application for approval to erect a fence
- Architectural Drawings
 - A0.00 Cover Sheet
 - A0.01 Site Plan
 - A1.01 Plan – Existing and Proposed
 - A1.02 Roof Plan - Existing and Proposed
 - A1.03 Elevations – As Existing
 - A1.04 Elevations – As Proposed
 - A1.05 Street Montage - Existing and Proposed
- A Schedule of Materials is in the appendix of this cover letter.

If you have any further queries, please contact our office.

Regards,

PHILIP GRIFFITHS FRAIA RIBA M.ICOMOS
ABWA Reg.No.1071
for Griffiths Architects

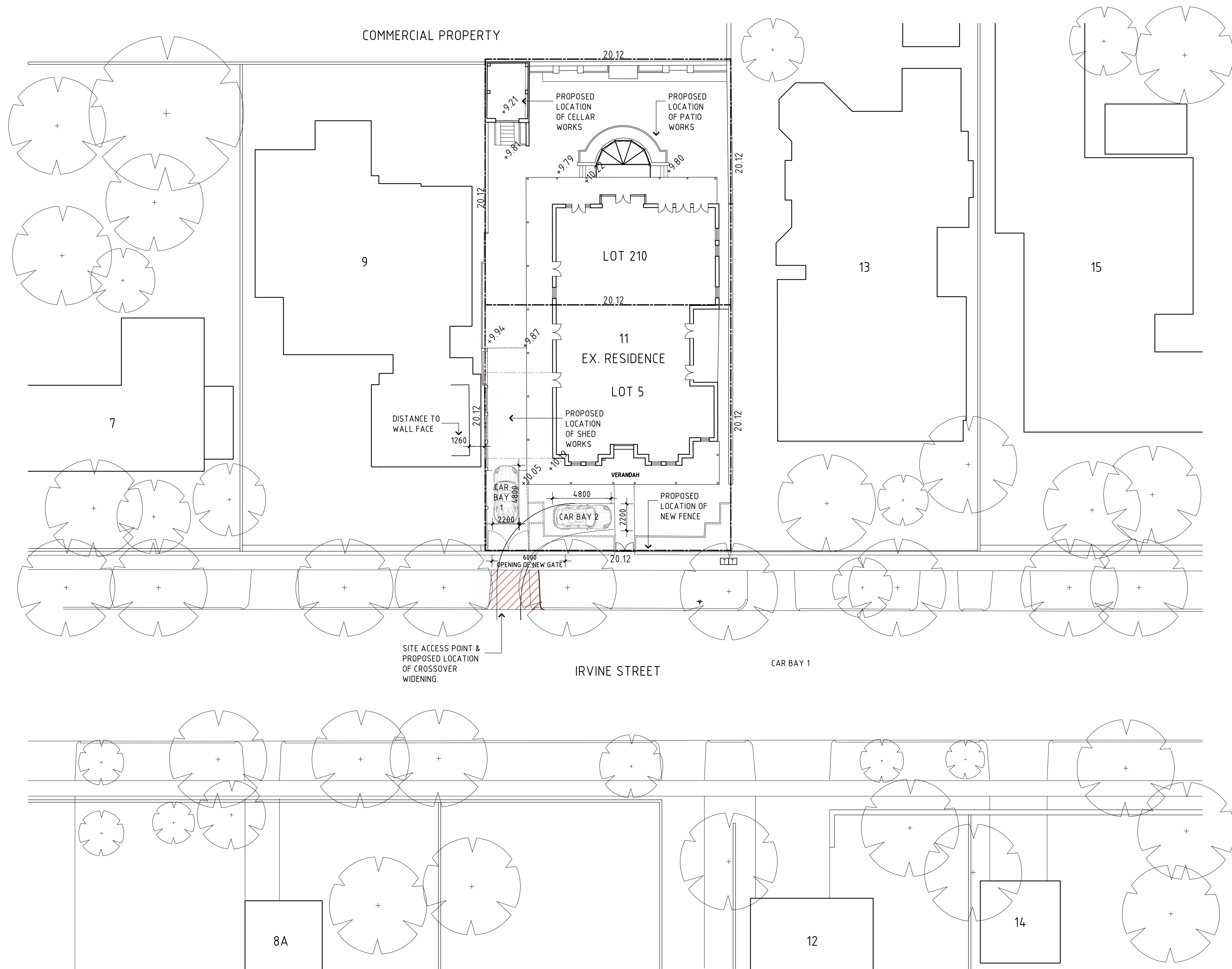
cc: - Julie Lomas



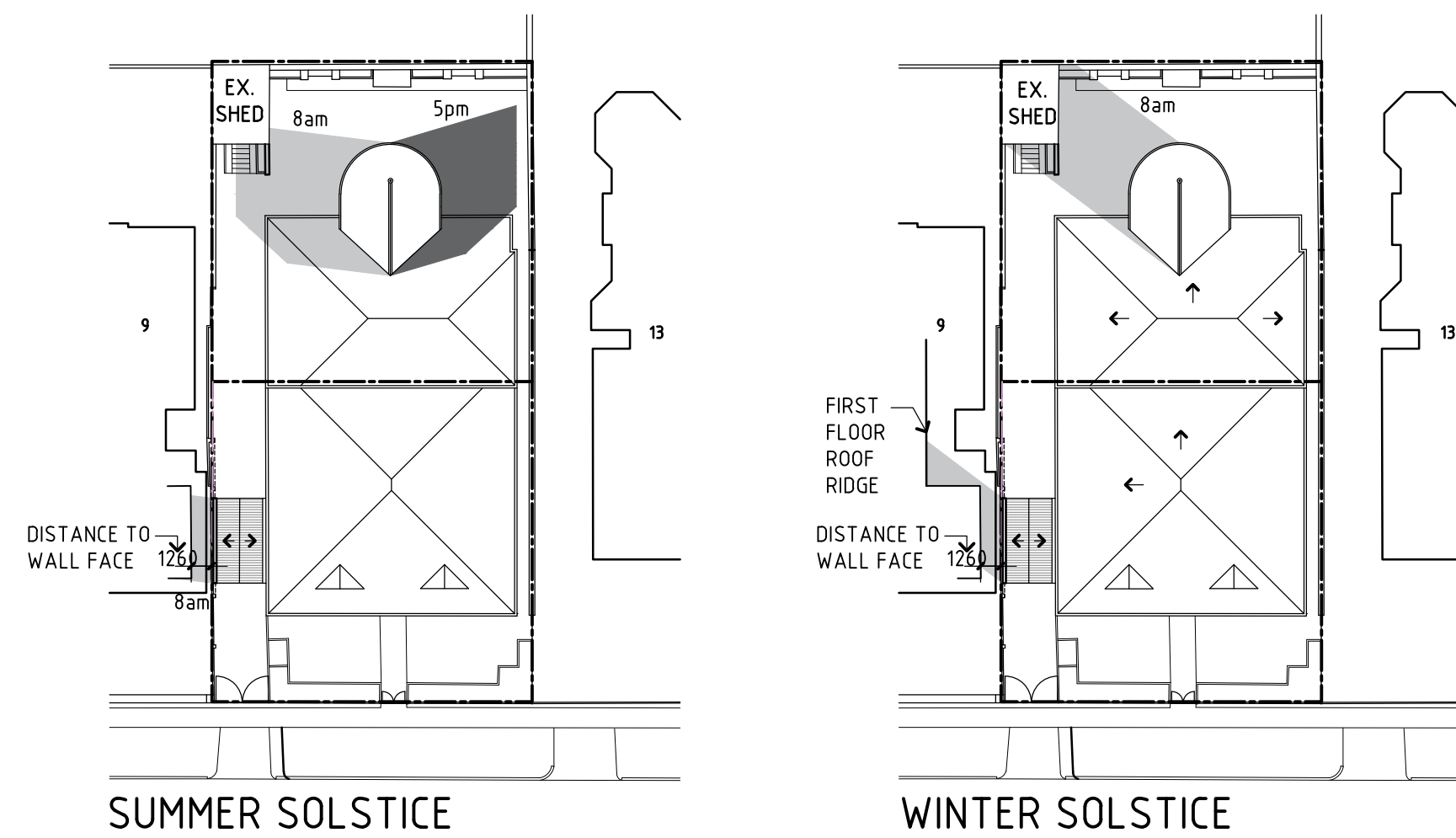
Appendix i

Schedule of Materials

SCHEDULE OF MATERIALS	
Area	Material
Patio	<p>Roof Sheeting – to match existing.</p> <p>Low wall – Brickwork with concrete cap, painted to match existing house colour scheme. Ex. House is painted brickwork.</p> <p>Roof framing, posts and timber details – timber, painted to match existing house colour scheme</p>
Utility Shed	<p>Roof Sheeting – to match existing.</p> <p>Timber gable roof details – timber, painted to match existing house colour scheme</p> <p>3 new walls. – Brickwork with concrete cap, painted to match existing house colour scheme. Ex. House is painted brickwork.</p> <p>Ex. wall to be strengthened if required.</p>
Ex. Shed refit.	<p>No works to existing envelope</p> <p>Internally lined floors walls and ceilings with Kingspan Kooltherm and painted.</p> <p>New external door to match existing.</p> <p>New glazed thermal appropriate cellar door</p>
Fence	<p>Brick fence. Lower section rendered and painted in light colour to match ex. house. Exposed brick pillar and concrete cap.</p> <p>Wrought iron fence infill between with gap of 70mm between posts.</p> <p>Automated gate to match wrought iron fence infill</p>



1 SITE PLAN - EXISTING
1:200



2 SHADOW DIAGRAM
1:100

GENERAL NOTES

GRIFFITHS ARCHITECTS TAKES NO RESPONSIBILITY FOR THE ACCURACY OF THE SURVEY INFORMATION PROVIDED HEREIN. IT SHOULD NOT BE ASSUMED THAT THE EXISTING BUILDING IS PLUMB, REGULAR OR IN TRUE ALIGNMENT NOR FLOOR LEVELS CONSISTENT. SHOULD ANY DISCREPANCY BE DISCOVERED, THE CONTRACTOR SHOULD NOTIFY THE ARCHITECT. EX PLANS PROVIDED FOR LOCATION PURPOSES ONLY. ALL DIMENSIONS TO BE CONFIRMED ON SITE PRIOR TO THE COMMENCEMENT OF WORK.

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11 IRVINE STREET, PEPPERMINT GROVE ADDITIONS & ALTERATIONS SITE PLAN

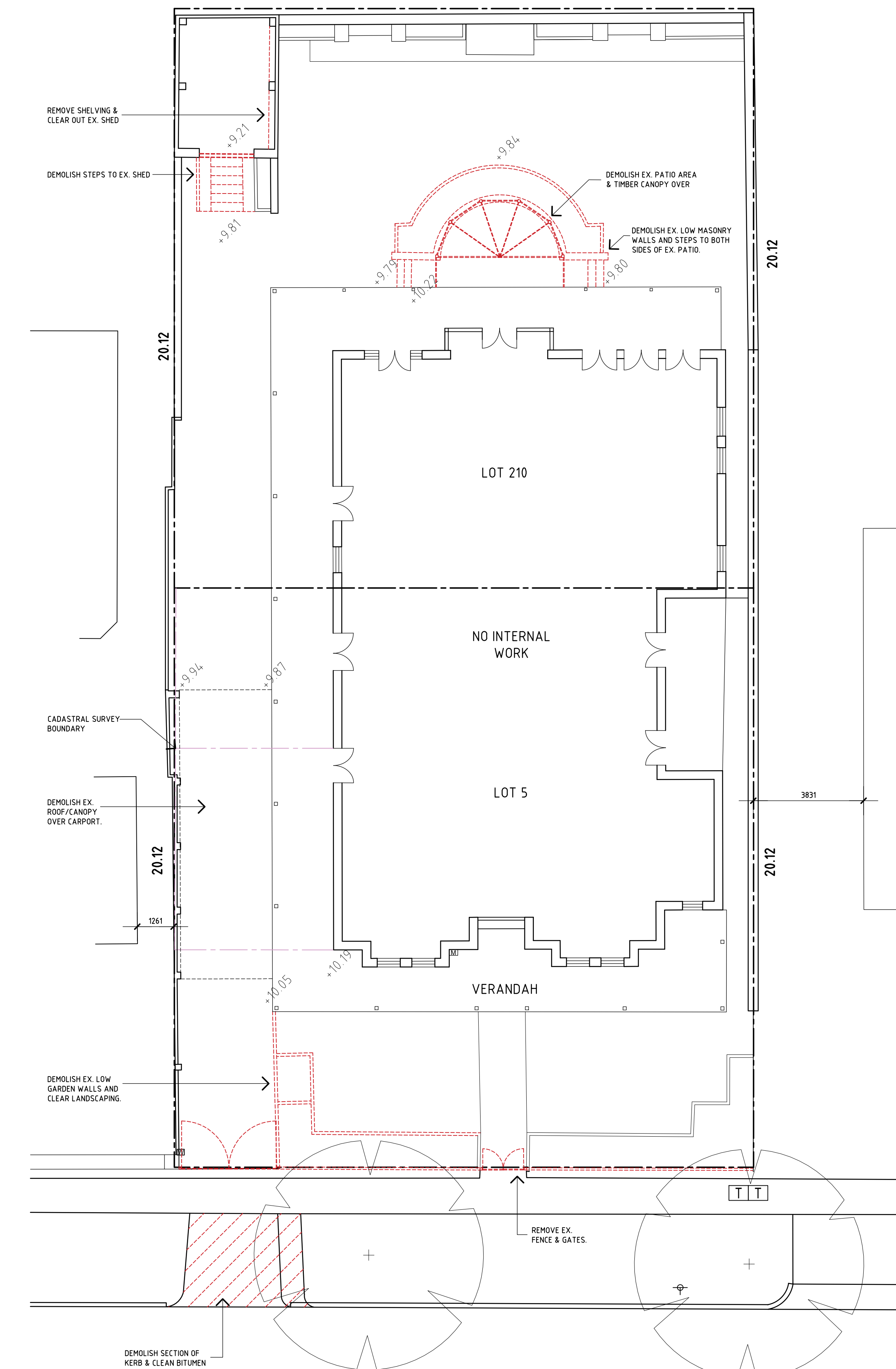
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PROJ No.	22142	FILE No.		A0.01 ⁰⁰
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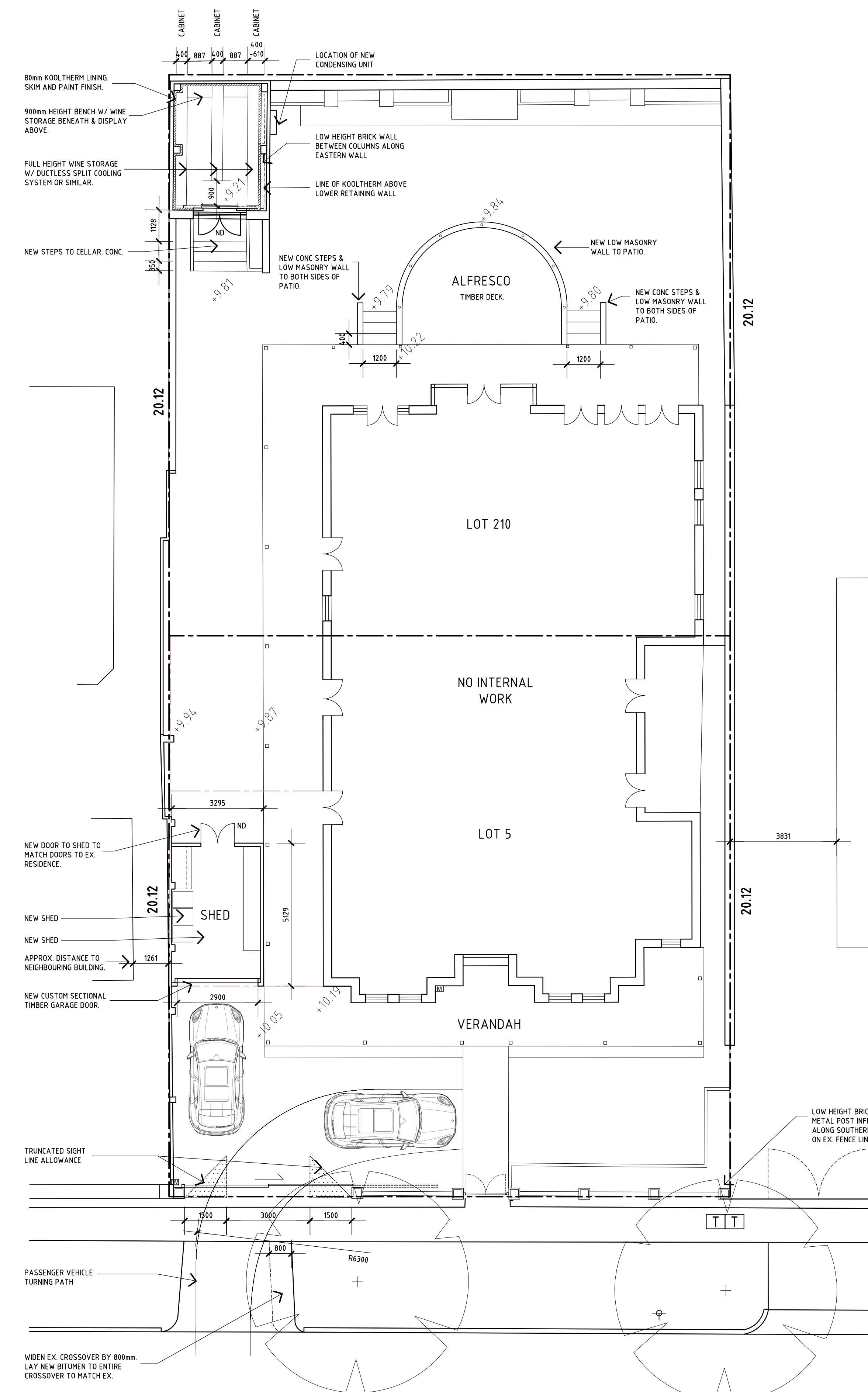
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PLAN.dwg
PLOT DATE: 5 September 2022

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1 GROUND FLOOR PLAN - AS EXISTING
1:100



2 GROUND FLOOR PLAN - AS PROPOSED
1:100

00	ISSUED FOR DEVELOPMENT APPLICATION	05-09-2022
REV	DESCRIPTION	DATE
THIS DRAWING SHOULD BE READ IN CONJUNCTION WITH ALL RELEVANT CONTRACTS, SPECIFICATIONS AND DRAWINGS. CONTRACTORS MUST VERIFY ALL DIMENSIONS AT THE JOB BEFORE COMMENCING ANY WORK OR MAKING ANY SHOP DRAWINGS.		

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11 IRVINE STREET, PEPPERMINT GROVE
ADDITIONS & ALTERATIONS
GROUND FLOOR PLAN - EXISTING & PROPOSED

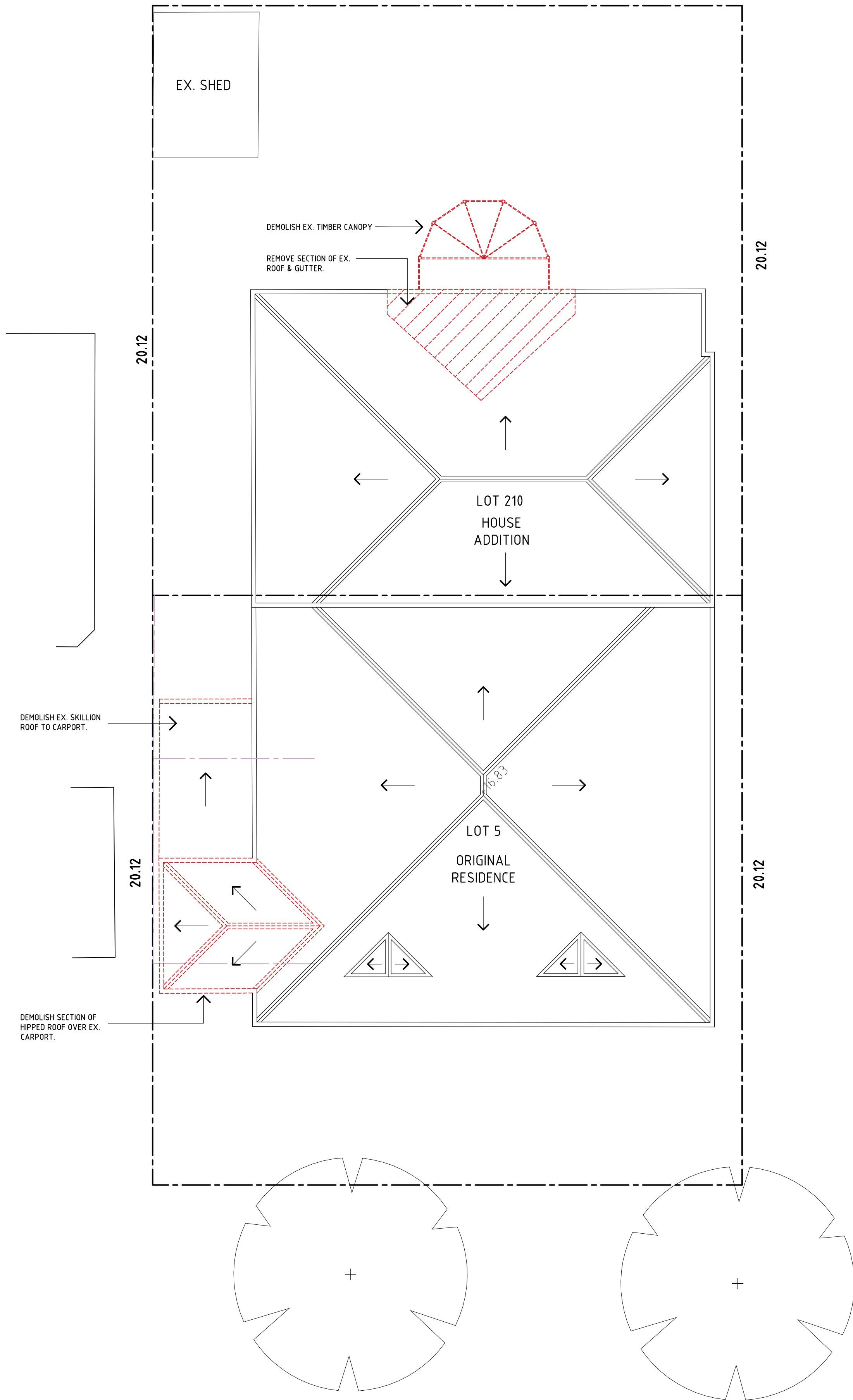
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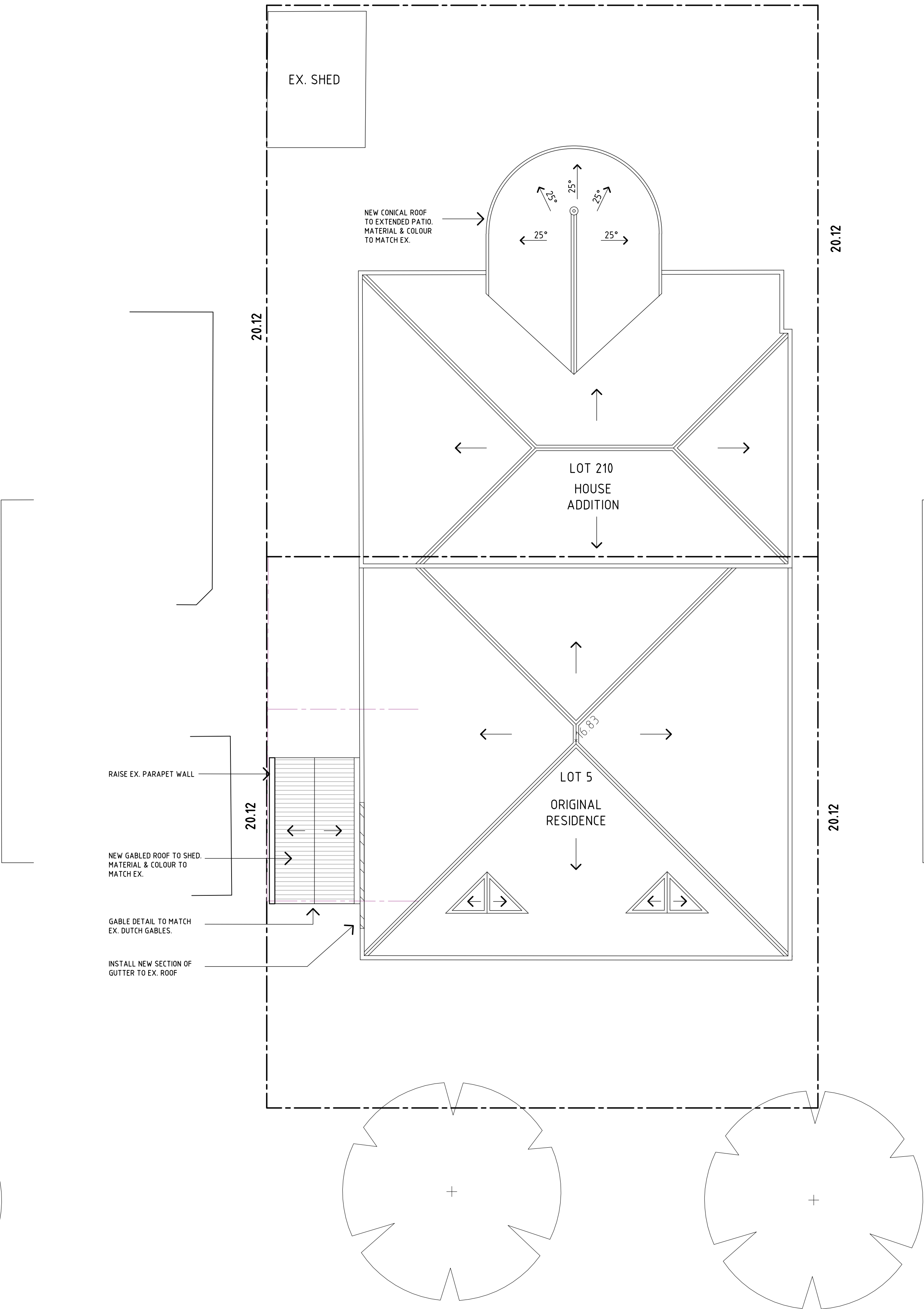
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1 ROOF PLAN - EXISTING
1:100



2 ROOF PLAN - PROPOSED
1:100

00	ISSUED FOR DEVELOPMENT APPLICATION	05-09-2022
REV	DESCRIPTION	DATE
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11 IRVINE STREET, PEPPERMINT GROVE
ADDITIONS & ALTERATIONS
ROOF PLAN - EXISTING & PROPOSED

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PLAN - EXISTING & PROPOSED.dwg
PLOT DATE: 5 September 2022



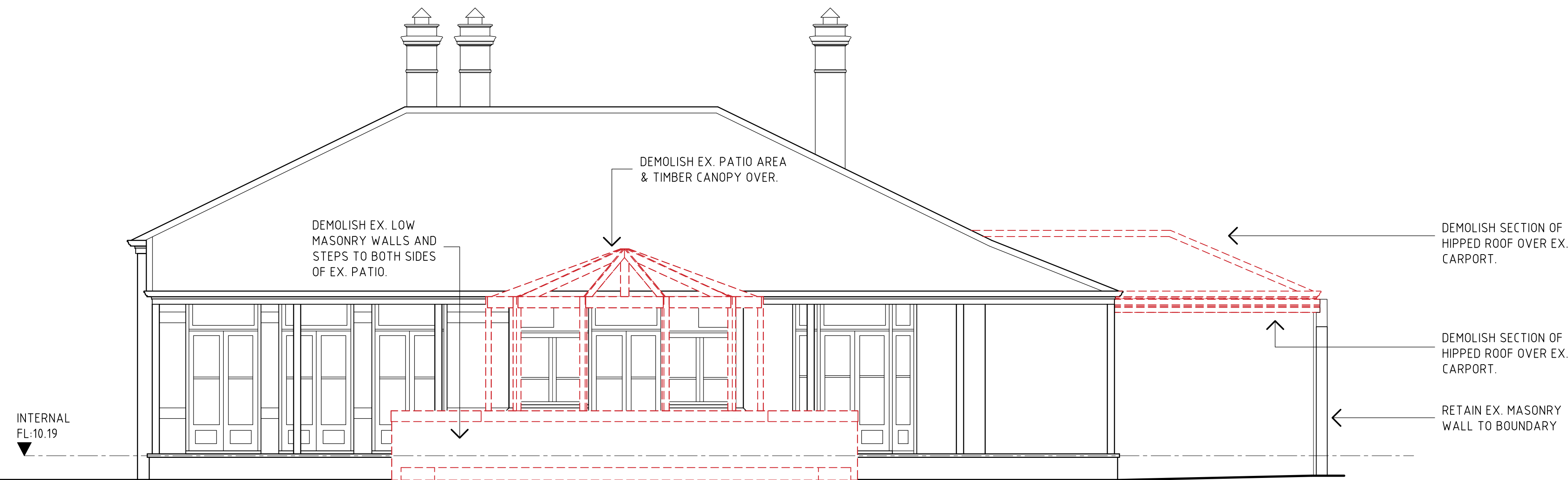
1 SOUTH ELEVATION (IRVINE STREET)

1:50



2 WEST ELEVATION

1:50



3 NORTH ELEVATION (REAR)

1:50

00	ISSUED FOR DEVELOPMENT APPROVAL	05-09-2022
REV	DESCRIPTION	DATE
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11 IRVINE STREET, PEPPERMINT GROVE
ADDITIONS & ALTERATIONS
ELEVATIONS - EXISTING & DEMOLITION

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PLOT DATE: 5 September 2022

GENERAL NOTES

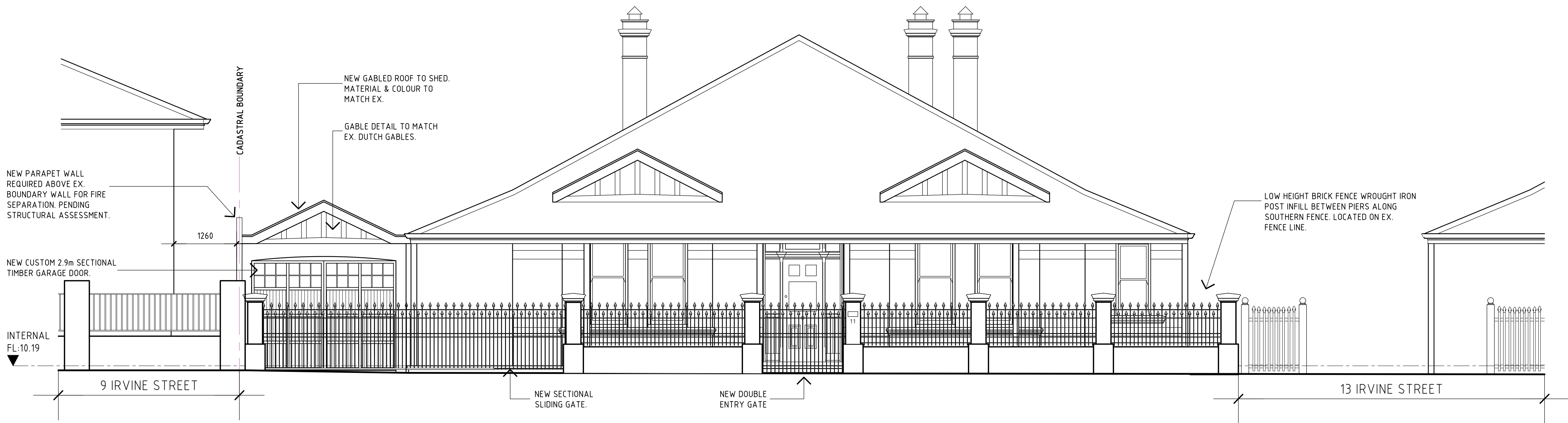
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EXAMPLE OF FENCE TYPE TO BE CONSTRUCTED



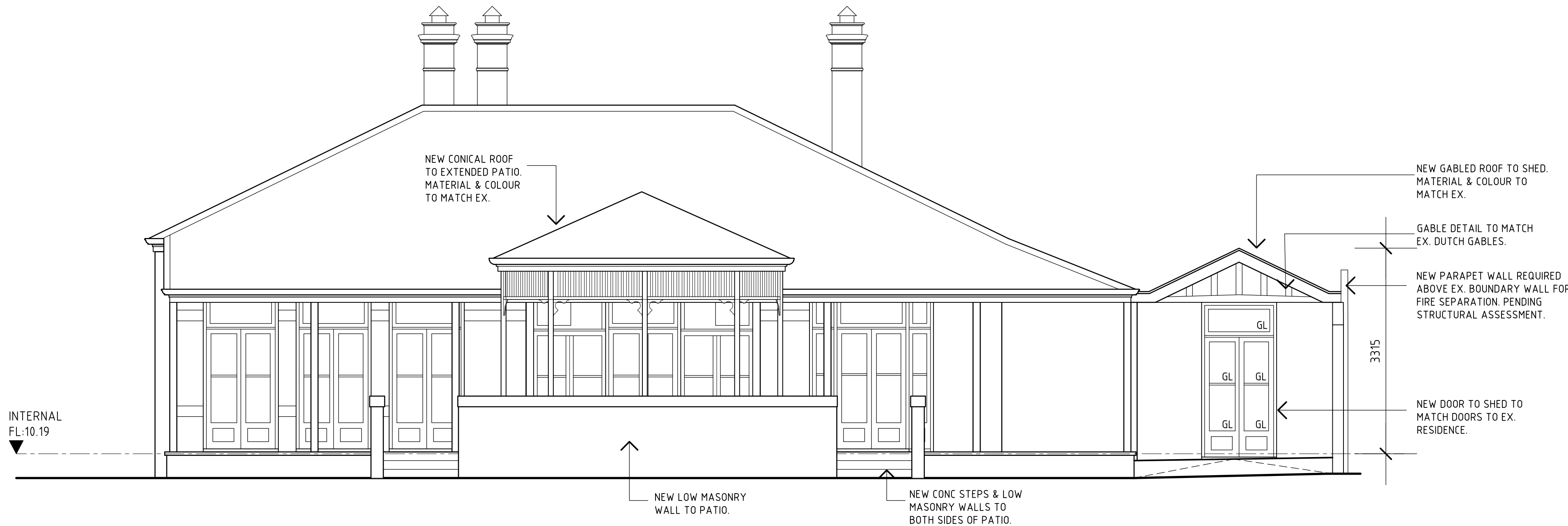
EXAMPLE OF TIMBER PATIO DETAIL.
32 VIEW STREET PEPPERMINT GROVE.



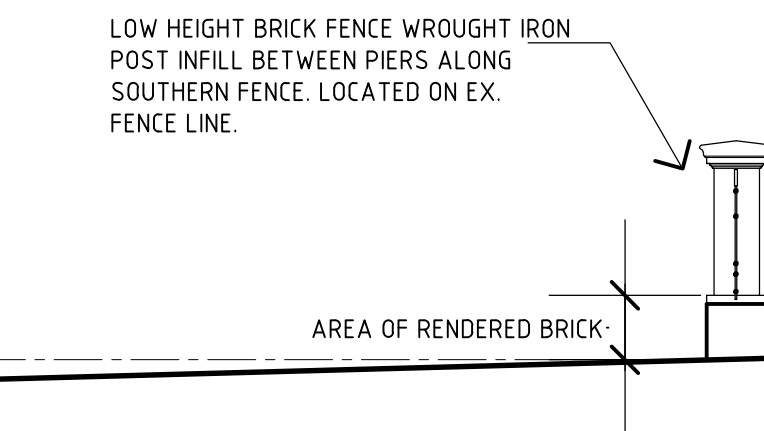
1 SOUTH ELEVATION (IRVINE STREET)
1:50



2 WEST ELEVATION
1:50



3 NORTH ELEVATION (REAR)
1:50



EXAMPLE OF FENCE TYPE TO BE CONSTRUCTED



EXAMPLE OF TIMBER PATIO DETAIL.
32 VIEW STREET PEPPERMINT GROVE.

00	ISSUED FOR DEVELOPMENT APPLICATION	05-09-2022
REV	DESCRIPTION	DATE
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11 IRVINE STREET, PEPPERMINT GROVE
ADDITIONS & ALTERATIONS
ELEVATIONS - PROPOSED

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ELEVATION - AS PROPOSED.dwg
PLOT DATE: 6 September 2022

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1 STREET MONTAGE - EXISTING
NTS



2 STREET MONTAGE - PROPOSED
NTS

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REV	DESCRIPTION	DATE
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11 IRVINE STREET, PEPPERMINT GROVE
ADDITIONS & ALTERATIONS
STREET MONTAGE - EXISTING & PROPOSED

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MONTAGE - EXISTING & PROPOSED.dwg
PLOT DATE: 5 September 2022



ORDINARY COUNCIL MEETING

8.3.1 – Updated Library Management Agreement

Cottesloe, Peppermint Grove and Mosman Park Library and Community Learning Centre Management Agreement

Shire of Peppermint Grove

Town of Cottesloe

Town of Mosman Park



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway | CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: pwittkuhn@mcleods.com.au

Ref: PW:JH:PEPP:43399

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Table of Contents

Copyright notice	i
Details	4
Agreed Terms	5
1. Defined Terms and Interpretation	5
1.1 Defined terms	5
1.2 Interpretation	7
1.3 Guidance on construction of Agreement	8
1.4 Term	8
2. Termination of Original Agreement	8
3. Grant of Licence	8
3.1 Management of Land and ownership of buildings	8
3.2 Grant of licence	9
3.3 Rights rest in contract only	9
4. Appointment of Principal	9
4.1 Appointment as agent	9
4.2 Scope of agency	9
4.3 Restrictions on agency	10
4.4 Restrictions on Parties	10
4.5 Administrative charge	10
4.6 Indemnity	10
5. Library Management Group	10
5.1 Establishment and membership	10
5.2 Functions	11
5.3 Tenure of members	11
5.4 Change of members	11
5.5 Chair and Deputy Chair	11
5.6 Voting	12
5.7 Quorum	12
5.8 Quorum not present	12
5.9 Reserve Matters	12
5.10 Meetings	13
5.11 Notes of meeting	13
6. Principal's Obligations	14
7. Parties' Obligations	14
8. Expenditure and Budgets	14
8.1 Preparation, amendment and ratification of draft budget	14
8.2 Payment of expenditure	14
8.3 Library capital expenditure for buildings	15
8.4 Excess expenditure	15
9. Expenses, Losses and Revenue	15
9.1 Expenses and Losses	15
9.2 Allocating common costs	15
9.3 Revenue and profits	15
9.4 Landscaping and external lighting	15
10. Outstanding Amounts	15

10.1	Default in payment of money	15
10.2	Effect of default on voting in Library Management Group	16
10.3	Cessation of default	16
11.	General Provisions	16
11.1	GST	16
11.2	Provision of information	17
11.3	Confidentiality	17
11.4	Discretion not fettered	17
11.5	Relationship of Parties	17
11.6	Entire agreement – No warranty	18
11.7	Notices	18
11.8	Dispute resolution	18
11.9	Force Majeure	19
11.10	Termination	19
11.11	Modification and waiver	20
11.12	Assignment	20
11.13	No Charge	20
11.14	Means of admitting additional party	20
11.15	<i>Land Administration Act 1997</i>	21
11.16	Legal costs	21
11.17	Counterparts	21
11.18	Laws of Western Australia apply	21
	Signing page	22
	Annexure 1 – Plan	23
	Annexure 2 – Consent of the Minister for Lands	25
	Annexure 3 – Allocating Expenses and Losses to components of the Facilities, and Parties’ Proportions of Interest	26

Details

Parties

Shire of Peppermint Grove

of 1 Leake Street, Peppermint Grove, Western Australia
(**Peppermint Grove**)

Town of Cottesloe

of 109 Broome Street, Cottesloe, Western Australia
(**Cottesloe**)

Town of Mosman Park

of “Memorial Park” Bayview Terrace, Mosman Park, Western Australia
(**Mosman Park**)

Background

- A Peppermint Grove has care, control and management of the Land.
- B The Parties constructed the Facilities on the Land under the arrangement set out in the Original Agreement.
- C The Facilities commenced operations on 16 August 2010.
- D The Parties enter into this Agreement to terminate the Original Agreement and record the new terms and conditions for the operational funding, management and shared use of the Facilities contained herein.
- E. This Agreement provides for voting and financial contributions that are consistent, in their essential elements, with the provisions regulating those matters under the Original Agreement.

Agreed Terms

1. Defined Terms and Interpretation

1.1 Defined terms

In this Agreement:

Administrative Charge means an amount equal to 5% of all other Library Operating Expenses;

Agreement means this document, including each Schedule, as varied, novated or replaced from time to time;

Claim means all and any claim, demand, writ, summons, action, suit, prosecution, proceeding, judgment, order, decree, damages, costs (including legal costs), loss and expense of any nature whatsoever;

Commencement Date means 1 July 2022;

Community Learning Centre means that portion of the Facilities which is, as at the date of this agreement, operated as 'The Grove Community Learning Centre', and includes that portion irrespective of what use or occupancy it might be put from time to time while this Agreement is in operation;

Confidential Information means any information:

- (a) which by its nature is confidential; or
- (b) identified by a Party to be confidential,

but does not include information that is already in the public domain;

Council means council of the Local Government constituted under the *Local Government Act 1995*;

Expenses means all costs and expenses (including capital and operating costs) incurred or expended in respect of the Facilities or the provisions of library and community services from the Facilities;

Facilities mean the Peppermint Grove Administration Office, the Library and Community Learning Centre, underground parking, foyer and Infant Health Clinic and all related buildings, fixtures, landscaping and improvements situated on the Land and delineated and hatched on the plan annexed hereto as **Annexure 1**;

Financial Year means a year commencing 1 July;

Force Majeure means:

- (a) any event or circumstance beyond the reasonable control of a Party which prevents or impedes the due performance of its obligations under this Agreement and which by the exercise of reasonable diligence that Party is unable to prevent, including acts of war, acts of terrorism, civil commotion, regional strikes or similar labour disputes, acts of God or other severe weather conditions, legal restraint, governmental interference or regulation; and
- (b) does not include lack of finances unless caused by a Force Majeure event;

GST has the same meaning as in the *A New Tax System (Goods and Service's Tax) Act 1999* (Cth);

Infant Health Clinic means that portion of the Facilities which is, as at the date of this agreement, operated as ‘The Peppermint Grove Child Health Centre’, and includes that portion irrespective of what use or occupancy it might be put from time to time while this Agreement is in operation;

Insured Event means any circumstances or events which are likely to cause a claim under any policy of insurance effected in respect of the Facilities and Land;

Land means Reserve 17251, more particularly defined as Lot 501 on Deposited Plan 55626 and being the whole of the land comprised in Crown Land Title Volume LR3156 Folio 142;

Library means that portion of the Facilities which is, as at the date of this agreement, operated as ‘The Grove Library’, and includes that portion even to the extent that it might undergo a change of name, and even to the extent that any part of it might be used or occupied for a complementary non-library purpose while this Agreement is in operation;

Library Capital Expenditure means expenditure on or in relation to the Library, the benefits of which will accrue to future years and which:

- (a) creates a new asset, the benefits of which will be obtained by the Parties for a period greater than the then current accounting period;
- (b) significantly lengthens the expected useful life of an existing asset and is not merely expenditure required to maintain the asset in normal efficient working order as part of its current existing life; or
- (c) significantly increases the earning capacity of an existing asset,

and includes Library Capital Expenditure (Buildings) and expenditure on or in relation to the Library which improves the delivery of services (for example, the acquisition of a computer program and equipment giving borrowers of books access to the stock of all libraries in the Wesroc area);

Library Capital Expenditure (Buildings) means Library Capital Expenditure which consists of improvements to buildings or the construction of new buildings;

Library Management Group means the group established under **clause 5**;

Library Operating Expenditure means any expenditure on or in relation to the operation of the Library which is not Library Capital Expenditure and includes the Administrative Charge;

Loss or Losses means any loss (including loss of profit and loss of expected profit), claim, action, liability, damage, cost, charge, expenses, outgoing, payment, diminution in value or deficiency of any kind or character;

Management Order means management order M347227 registered on 19 July 2013;

Original Agreement means the Project Construction and Management Agreement entered into by the Parties dated 5 June 2009;

Parties means the parties to this agreement and their respective successors and permitted assigns and **Party** means one of them;

Party’s Proportion of Interest means the Party’s proportion of interest from time to time (expressed as a percentage) and the corresponding liability of that Party in relation to the financial obligations under this Agreement, as calculated in accordance with **Part 2 of Annexure 3** of this Agreement;

Prescribed Rate means a rate of interest equal to the rate for the time being prescribed as the maximum rate of interest that may be set for the purposes of section 6.5 of the *Local Government Act 1995*;

Principal means Peppermint Grove unless the Parties unanimously agree otherwise in writing;

Profits means any amount remaining each financial year after deducting from the Revenue all Expenses and Losses incurred or expended in respect of the Facilities or the provision of library and community services from the Shared Facilities;

Revenue means all income derived from the provision of library and community services at the Facilities;

Shared Facilities means all Facilities other than:

- (a) the Peppermint Grove Administration Office; and
- (b) facilities which are reasonably regarded as directly associated with the exclusive use of the Peppermint Grove Administration Office, such as nominated car parking bays for Shire elected members and staff;

Term means the term of this Agreement referred to in **clause 1.4**; and

Written Law has the same meaning given to that term in the *Interpretation Act 1984*.

1.2 Interpretation

In this Agreement, unless inconsistent with the context:

- (a) headings and bolding are for convenience only and do not affect the interpretation of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) a reference to a gender includes a reference to each other gender;
- (d) a reference to a person or individual includes a reference to a firm, corporation or other corporate body, authorities, governments and governmental agencies and vice versa;
- (e) where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;
- (f) a reference to any Written Law includes:
 - (i) all Written Laws amending, consolidating or replacing that Written Law; and
 - (ii) all regulations, proclamations, planning schemes or local laws made under that Written Law;
- (g) a reference to a Party includes that Party, its successors, permitted assigns, receivers, administrators, executors, substitutes and liquidators;
- (h) a reference to any document includes a reference to that document as amended, rectified or replaced from time to time and to any document so amending, rectifying or replacing the document;
- (i) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

- (j) a reference to 'function' includes powers, duties, responsibilities, authorities, and jurisdictions;
- (k) a reference to 'approved' means approved in writing;
- (l) a reference to '\$' or 'dollars' is a reference to Australian dollars; and
- (m) unless expressly stated otherwise, a reference to a Party, clause, sub-clause, paragraph or part, is a reference to a Party, clause, sub-clause, paragraph or part of or in this Agreement.

1.3 Guidance on construction of Agreement

- (1) This Agreement records the entire agreement between the Parties in relation to its subject matter.
- (2) As far as possible, all provisions of this Agreement are to be construed so as not to be void or otherwise unenforceable.
- (3) If anything in this Agreement is void or otherwise unenforceable it is to be severed and the rest of the Agreement remains in force.
- (4) A provision of this Agreement is not to be construed to the disadvantage of a Party because the Party proposed that provision or was responsible for the preparation of this Agreement or any part of it.

1.4 Term

- (1) The Term of this Agreement commences on the Commencement Date and shall continue until the document is terminated by agreement between the Parties and in accordance with **clause 11.10** of this Agreement.

2. Termination of Original Agreement

The Parties acknowledge and agree that by entering into this Agreement and from the Commencement Date:

- (a) the Original Agreement is hereby replaced by this Agreement in accordance with **clause 22.2** of the Original Agreement; and
- (b) the provisions of the Original Agreement shall be of no further force and effect except in respect of any pre-existing unremedied breach of the Original Agreement.

3. Grant of Licence

3.1 Management of Land and ownership of buildings

The Parties acknowledge and agree that:

- (a) the Land is Crown Land and that pursuant to the Management Order, Peppermint Grove is vested with the care, control and management of the Land and all buildings and fixtures on the Land; and
- (b) the buildings comprising the Library, the Community Learning Centre and the Infant Health Clinic were constructed pursuant to the terms of the Original Agreement and are owned by the Parties as tenants in common in shares corresponding to each Party's Proportion of Interest in the Facilities.

3.2 Grant of licence

Peppermint Grove grants to Cottesloe and Mosman Park a licence to use the Shared Facilities, as a shared library and community services facility for the Term, subject to the consent of the Minister for Lands. Nothing expressed or implied in this Agreement shall prevent or preclude Peppermint Grove from using the Shared Facilities at any time whatsoever.

3.3 Rights rest in contract only

The rights conferred on Cottesloe and Mosman Park under this Agreement rest in contract only and do not create in or confer upon Cottesloe or Mosman Park any tenancy, estate or interest or any exclusive rights whatsoever in or over the Shared Facilities and the rights of Cottesloe and Mosman Park are those of a licensee only and do not comprise or include further or other rights.

4. Appointment of Principal

4.1 Appointment as agent

The Parties appoint the Principal, and the Principal accepts its appointment, to act as the Parties' agent on the terms and conditions of this Agreement.

4.2 Scope of agency

- (1) In its capacity as agent, the Principal's functions are to:
 - (a) manage the day to day affairs of the Shared Facilities, including:
 - (i) conducting meetings, issuing agendas and minutes;
 - (ii) budget preparation for consideration by the Library Management Group;
 - (iii) keep and maintain an inventory of capital assets;
 - (iv) subject to compliance of the Parties with **clause 8** and **9**, pay or otherwise discharge all operating expenditure and all capital expenditure;
 - (v) employ and if necessary terminate the employment of librarians and other employees;
 - (vi) manage staff and contractors working at the Shared Facilities, including the employment and if necessary the termination of librarians and other staff; and
 - (b) to do all acts and things necessary or convenient to be done in connection with giving effect to the functions set out in paragraph (a) of this **clause 4.2**.
- (2) Notwithstanding any other provision of this Agreement, the Parties acknowledge that the Principal is a local government established by the *Local Government Act 1995 (WA)*, and in that capacity the Principal shall not be taken to be in default under this Agreement by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Agreement fetter the Principal in performing its statutory obligations or exercising any discretion as a Local government.
- (3) The Principal agrees to have due regard to and implement the decisions of the Library Management Group, where it is able to do so without breaching any statutory obligation.

4.3 Restrictions on agency

The Principal has no authority to act, or purport to act, as the Parties' agent otherwise than in accordance with **clause 4.2**.

4.4 Restrictions on Parties

The Parties must not, during the Term, perform any of the functions described in **clause 4.2** unless in accordance with a written request from the Principal.

4.5 Administrative charge

- (1) The Principal is to be paid the Administrative Charge.
- (2) Each party shall be responsible for its share of the Administrative Charge in accordance with each Party's Proportion of Interest and must pay its share to the Principal quarterly in advance on the 1st day of July, September, November and March each year.

4.6 Indemnity

The Parties indemnify the Principal against all Loss incurred by the Principal to the extent caused or contributed to by any lawful exercise of the Principal's powers under this Agreement.

5. Library Management Group

5.1 Establishment and membership

- (1) The strategic planning of the Shared Facilities shall be jointly administered by the Parties who shall appoint a Library Management Group within 14 days of the Commencement Date.
- (2) Membership of the Library Management Group shall consist of three (3) members and three (3) deputy members who, subject to this Agreement and any mutual direction on the part of the Parties, shall exercise the functions in good faith and in accordance with the Principal's approved policies and procedures..
- (3) Each party must appoint:
 - (a) an employee or member of its Council to be a member of the Library Management Group; and
 - (b) another employee or member of its Council to be a deputy of the representative appointed under paragraph (a).
- (4) An appointment must be made:
 - (a) as far as practicable to avoid a vacancy in the office of a member, or a deputy member (as the case may be), of the Library Management Group; and
 - (b) in any event, within 28 days of a vacancy in the office of a member, or a deputy member (as the case may be) of the Library Management Group.
- (5) A deputy of a member may perform any of the functions of the member when the member is unable to do so by reason of illness, absence or other cause.
- (6) For the avoidance of doubt, the Library Management Group is not a committee established under section 5.8 of the *Local Government Act 1995*.

5.2 Functions

The functions of the Library Management Group are to:

- (a) consider and approve the Strategic Plan for the Grove Library and Community Learning Centre;
- (b) consider and approve an annual Business/Operational Plan that incorporates and progresses the objectives of the Strategic Plan and develops Key Performance Indicators in the Strategic Plan;
- (c) develop policies and procedures relating to the day to day management of the Shared Facilities;
- (d) consider and endorse annual budgets for the Shared Facilities for ratification by the Parties and the Principal;
- (e) develop protocols for the communication of issues or developments relevant to the operation of the Shared Facilities; and
- (f) make recommendations to the Principal in relation to its management and operation of the Shared Facilities.

5.3 Tenure of members

- (1) A reference in this **clause 5.3** to a ‘member of the Library Management Group’ includes a ‘deputy member of the Library Management Group’.
- (2) A member of the Library Management Group holds office from the date of appointment until:
 - (a) the member’s office, as an elected member or employee of the Party, becomes vacant;
 - (b) the member resigns his or her office as a member of the Library Management Group; or
 - (c) the member’s appointment is terminated by the Party that appointed the member,whichever occurs first.

5.4 Change of members

Each Party may each in regard to its respective appointees at any time and from time to time:

- (a) revoke an appointment and appoint another person in place of the member whose appointment is revoked;
- (b) appoint a person to act temporarily as a member during the absence of any member and a person while so acting shall be deemed to be a member; and
- (c) appoint another person to act as a member in place of a member who resigns under **clause 5.3**.

5.5 Chair and Deputy Chair

- (1) Subject to sub-clause (2), the members of the Library Management Group must annually elect, from those members, a Chair and Deputy Chair.
- (2) The office of Chair and Deputy Chair must be rotated annually between representatives of the Parties.

5.6 Voting

- (1) Each member (or, in that member's absence, the deputy of the member) who is present at a meeting of the Library Management Group is entitled to one vote.
- (2) Unless otherwise provided in this Agreement, each member (and any deputy member who is entitled to vote) shall have one vote and the person presiding shall not have a casting vote.
- (3) Decisions of the Library Management Group are made by a simple majority.
- (4) Each member who is present at the meeting shall act and vote reasonably and in good faith.

5.7 Quorum

The quorum for a meeting of the Library Management Group is three (3) members, comprising one appointed member from each Party.

5.8 Quorum not present

If at two consecutive proposed or actual Library Management Group meetings, either:

- (a) a quorum is not present; or
- (b) a Reserved Matter is put to the meetings but is unable to be voted on due to one Party not being present at both meetings,

the following provisions apply:

- (i) any Party may by notice to each of the other Parties and the Principal propose the passing of any resolution which might, having regard to the business described in the notice of meeting, have been properly proposed at both proposed or actual meetings;
- (ii) each Party may within seven (7) days after the giving of the notice, by notice to each of the other Parties and the Principal, vote for or against each of the resolutions proposed;
- (iii) if any Party fails to vote in respect of any of those resolutions, it will be taken to have voted in favour of the resolution; and
- (iv) any votes so given or taken to be given by a Party will be taken to be votes of its Representative Member and, if there is the requisite number of votes, have effect as a decision taken at a duly convened meeting of the Library Management Group.

5.9 Reserve Matters

The following matters are Reserve Matters requiring unanimous resolution:

- (a) alteration of this Agreement, including:
 - (i) alteration of the cost sharing proportions;
 - (ii) alteration of Contributions; and
 - (iii) alteration of voting rights;
- (b) redevelopment or reinstatement of the Shared Facilities or the carrying out of any capital works exceeding \$10,000;

- (c) any resolution that would change or effect one or more of the Parties' ability to use or access the Facilities;
- (f) expenditure of any amounts which are not provided for in the approved annual Budget which would result in the total expenditure under the annual Budget exceeding 105% of the total Budget;
- (g) an Insured Event; and
- (h) termination of this Agreement.

5.10 Meetings

- (1) The Library Management Group must hold a meeting at least once every six months.
- (2) The Principal will schedule and call meetings of the Library Management Group and provide seven (7) days' notice of the meetings and an agenda for the meeting to each Party.
- (3) The Principal must convene a meeting of the Library Management Group within 14 days of receiving a request to do so from a member of the Library Management Group and if the Principal fails to do so, that member may convene the meeting.
- (4) Each Party must use all reasonable endeavours to ensure that its representative members attend all meetings of the Library Management Group.
- (5) The meetings are to be held at such place as the members may at any time agree upon.
- (6) The Parties agree that the intention is for all meetings of the Library Management Group to be held in person and not using telephone, teleconference or other similar technology. Notwithstanding this intention, the Parties acknowledge that on occasion there may be a need for a member to attend via the use of technology and in such circumstances, the Parties agree that where each member consents to the holding of a meeting using telephone, teleconference, videoconference or other similar technology it will, subject to complying with the other subclauses in this clause, be a valid meeting for the purposes of this clause.
- (7) The procedure for meetings will be determined by the Library Management Group and will be consistent with the policies and local laws of the Parties.

5.11 Notes of meeting

A copy of the notes recording each Library Management Group meeting (**Notes**) must be given to each Member and each Party as soon as practicable, but no later than fourteen (14) Business Days, after each meeting. The Notes:

- (a) may be approved by a Party by notice to the other Parties and the Principal;
- (b) may be disapproved by a Party by giving, within forty (40) Business Days after receiving the Notes, a notice containing full reasons to the other Parties and the Principal;
- (c) are taken to be approved if no notice is given under **clause 5.11(b)**;
- (d) if approved or taken to be approved by all Parties, are to be signed by the Principal and are then conclusive evidence of the proceedings and decisions of the meeting to which they relate; and
- (e) may be amended by the agreement of the Library Management Group before they are signed by the Principal. The amended Notes are subject to approval under this **clause 5.11**.

6. Principal's Obligations

In exercising its functions under **clause 4.2**, the Principal must:

- (a) act in the best interests of all the Parties;
- (b) meet its obligations and perform its functions under this Agreement;
- (c) give genuine consideration to the recommendations of, and other communications from, the Library Management Group; and
- (d) ensure that the Parties are kept informed of matters, including governance requirements, relating to the management of the Shared Facilities.

7. Parties' Obligations

Each of the Parties must:

- (a) take all reasonable steps to ensure that the Principal is able to meet its obligations and perform its functions under this Agreement; and
- (b) consult and cooperate with the Principal and with each other (where applicable).

8. Expenditure and Budgets

8.1 Preparation, amendment and ratification of draft budget

- (1) The Principal must prepare a draft budget in respect of the Library Operating Expenditure and Library Capital Expenditure for each financial year and submit that draft budget to each Party by 1 April each year.
- (2) Each Party will submit its comments to the Library Management Group by 30 April and the Library Management Group must take those comments into account when preparing a final draft budget.
- (3) The Principal must submit the final draft budget to the Parties for ratification by 15 June.
- (4) Each Party must notify the Principal of the ratification (or otherwise) by 31 May. Library Capital Expenditure must be unanimously ratified by the Parties. Library Operating Expenditure shall be approved if ratified by a majority of the Parties.
- (5) By 31 December each year of the adoption of each Party's annual budget, each Party must notify the Library Management Group of the financial capacity to meet its leave and asset replacement liabilities to meet those liabilities.
- (6) The Principal is to present a mid-year budget review in March each year for consideration by the Library Management Group.

8.2 Payment of expenditure

- (1) The Principal shall notify the Parties of all Library Operating Expenditure and Library Capital Expenditure ratified pursuant to **clause 8.1** by 30 June each year.
- (2) Each party shall be responsible for its share in accordance with each Party's Proportion of Interest and must pay its share to the Principal quarterly in advance on the 1st day of August, October, December and April each year.

8.3 Library capital expenditure for buildings

The Library Management Group must budget for and expend Library Capital Expenditure (Buildings) as follows:

- (a) the Library Management Group must budget to provide for funds to be placed in a reserve fund (Reserve Fund); and
- (b) the Library Management Group may only expend Library Capital Expenditure (Buildings) once the total amount to be expended is held in the Reserve Fund.

8.4 Excess expenditure

- (1) If the actual Library Operating Expenditure or actual Library Capital Expenditure exceeds that budgeted in the ratified budget for the year, the excess shall be borne by the Parties in accordance with each Party's Proportion of Interest and shall be paid to the Principal in accordance with this clause.
- (2) A Party must make the payment required under subclause (2) to the Principal within fourteen (14) days of receiving a request from the Principal.

9. Expenses, Losses and Revenue

9.1 Expenses and Losses

Except as provided in clause 9.4 in respect of each component of the Facilities, each Party must contribute to and bear that share of all Expenses and Losses relating to that component (including but not limited to costs allocated under clause 9.1), as corresponds with that Party's Proportion of Interest in that component, in accordance with **Part 2 of Annexure 3**.

9.2 Allocating common costs

Except as provided in clause 9.4, where Expenses or Losses are incurred which are common to all or some components of the Facilities, the Principal will allocate such Expenses or Losses to components of the Facilities in accordance with **Part 1 of Annexure 3**. The Expenses the subject of this clause include, but are not limited to, electricity, gas, water and cleaning consumables.

9.3 Revenue and profits

In respect of each component of the Facilities, each Party is entitled to receive that share of all Profits relating to that component, as corresponds with that Party's Proportion of Interest in that component, in accordance with **Part 2 of Annexure 3**.

9.4 Landscaping and external lighting

Each Party must contribute to and bear landscaping and external lighting maintenance expenses in the proportions specified in **Part 3 of Annexure 3**.

10. Outstanding Amounts

10.1 Default in payment of money

- (1) The Parties covenant and agree that if any amount payable by a Party to the other Party/parties pursuant to the terms of the Agreement is unpaid for thirty (30) days after becoming due, that Party shall be a Defaulting Party (**Defaulting Party**) and such amount shall be a liquidated debt recoverable by the party owed the amount in a court of competent jurisdiction.

- (2) If a Party does not make payment when it is due under **clauses 8.2, 8.4, 9.1 and 9.3** of this Agreement, the Party must, on the written demand of the Principal, also pay to the Principal interest that:
- (a) is calculated from and including the day on which the payment under clauses **8.2, 8.4, 9.1 and 9.3** was due but excluding the day on which it is paid in full; and
 - (b) accrues each day at the Prescribed Rate.

The Principal's right to require payment of interest under clauses **8.2, 8.4, 9.1 and 9.3** does not affect any other rights or remedies it may have in respect of a failure to pay an amount due under this Agreement.

10.2 Effect of default on voting in Library Management Group

A Defaulting Party's Representative is not entitled to either attend or vote at any meeting of the Library Management Group or otherwise to be consulted or to participate in any agreement, decision, determination, consent, approval or other action or right of the Parties under this Agreement.

10.3 Cessation of default

A Defaulting Party shall cease to be a Defaulting Party upon payment of the outstanding amounts and any interest due thereon made by or on behalf of the Defaulting Party.

11. General Provisions

11.1 GST

- (1) In this clause:

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law means the GST Act and any associated legislation including without limitation delegated legislation.

GST, Registered, supply, tax invoice and any other expression used that is defined in the GST Law has the same meaning as given to it in the GST Law.

- (2) Unless specifically described in this Agreement as 'GST-inclusive', any consideration to be paid or provided for a supply made under or in connection with this Agreement does not include an amount on account of GST and is 'GST-exclusive'.
- (3) Where, under the GST Law, any supply to be made by a Party (**Supplier**) to another Party (**Recipient**) under or in connection with this Agreement is subject to GST (other than a supply the consideration for which is specifically described in this Agreement as GST-inclusive), then:
- (a) the consideration payable or to be provided for that supply under this Agreement will be increased by, and the Recipient must pay to the Supplier, an amount equal to the GST calculated according to the GST Law;
 - (b) the Recipient must pay that additional GST amount at the same time and in the same manner as the GST-exclusive consideration is paid or provided; and
 - (c) a reference to the consideration payable for a supply includes the value of any non-monetary consideration for the supply.

- (4) If the Supplier is Registered or required to be Registered, the Supplier must provide a GST compliant tax invoice in connection with any supply made by it under this Agreement, failing which the Recipient will not be obliged to make any payment for that supply until the invoice is provided.

11.2 Provision of information

A Party must, on the request of any other Party, provide to the other Party any information relating to the Shared Facilities in a form requested by the other Party and any assistance as the other Party may require to enable it to perform its functions, including its functions under the *State Records Act 2000* and the *Freedom of Information Act 1992*.

11.3 Confidentiality

- (1) Subject to subclause (3), a Party must not, without the prior written consent of another Party, disclose any Confidential Information of the other Party to a third party, including a contractor.
- (2) A Party may at any time require another Party to arrange for the other Party's members, employees, agents, contractors or professional advisors to give a written undertaking in the form of a deed relating to the use and non-disclosure of the first Party's Confidential Information.
- (3) The obligations on the Parties under this clause will not be taken to have been breached to the extent that Confidential Information:
- (a) is disclosed by a Party to its members, employees, agents, contractors or professional advisors solely in order to comply with its obligations, or to exercise its rights, under this Agreement;
 - (b) is authorised or required by law to be disclosed; or
 - (c) is in the public domain otherwise than due to a breach of this clause.
- (4) Where a Party discloses Confidential Information under **clause 11.3(3)(a)**, the disclosing Party:
- (a) must notify the receiving person that the information is confidential; and
 - (b) must not provide the information unless the receiving person agrees to keep the information confidential.
- (5) Each Party must secure all other Parties' Confidential Information against loss and unauthorised access, use, modification or disclosure.
- (6) The obligations under this clause continue after the End Date or termination of this Agreement.

11.4 Discretion not fettered

Nothing in this Agreement is to fetter or is to be construed as an attempt to fetter the discretion or the powers of a Party under any Written Law.

11.5 Relationship of Parties

- (1) Subject to **clause 4**, a Party is not by virtue of this Agreement an officer, employee, partner or agent of any other Party and a Party shall not be liable for any act or omission of any other Party, nor does a Party have any power or authority to bind or represent any other Party.
- (2) A Party must not:
- (a) misrepresent its relationship with any other Party; or

- (b) engage in any misleading or deceptive conduct in relation to the Facilities.

11.6 Entire agreement – No warranty

- (1) Each Party acknowledges that it has entered into this Agreement in full reliance on its own enquiries, investigations, examinations and advice and not in reliance on or as a result of any statement, claim, representation or warranty (expressed or implied) made or given by another Party or any employee, agent or other person on behalf of another Party in respect of any matter whatsoever affecting this Agreement.
- (2) The Parties agree that this Agreement constitutes the whole and entire agreement between them and supersedes all previous negotiations and agreements written or oral.

11.7 Notices

- (1) Any notice, direction or other communication which must or may be given in connection with this Agreement:
 - (a) must be in writing in order to be valid;
 - (b) is sufficient if executed by the Party giving the notice or on its behalf by any duly authorised officer or solicitor of that Party;
 - (c) in order to be valid must be given to a Party as follows:
 - (i) delivered or sent by prepaid post to, or left at, the 'notice details' address of that Party as set out in this Agreement;
 - (ii) sent to the facsimile number of that Party as set out in this Agreement;
 - (iii) sent to the email address of that Party; or
 - (iv) delivered or sent to another address or facsimile number as is notified in writing by that Party to the other Parties from time to time; and
 - (d) if given in accordance with **clause 11.7(1)(c)**, will be deemed to take effect:
 - (i) in the case of prepaid post, on the second business day after the date of posting;
 - (ii) in the case by email, on receipt of return email from the recipient acknowledging receipt of the email;
 - (iii) in the case of facsimile, on receipt of a transmission report from the sending machine confirming successful transmission; and
 - (iv) in the case of delivery by hand, on delivery.

11.8 Dispute resolution

- (1) If a dispute arises between the Parties in connection with this Agreement, then a Party must give notice of the dispute to each of the other Parties identifying the dispute and providing details of it.
- (2) Within 14 days of a notice under subclause (1) being given, the CEO of each Party shall convene a meeting to seek to resolve the dispute.
- (3) If a dispute is not resolved between the Parties under subclause (1), the Parties must endeavour to settle the dispute by mediation to be conducted by a mediator independent of the Parties, appointed by agreement of the Parties within 35 days of a notice in subclause (1) being given or, failing

agreement, by a person appointed by the President of the Law Society of Western Australia or her or his nominee.

- (4) It is a condition precedent to the right of any Party to arbitrate or litigate a dispute under this Agreement that it first has complied with the mediation process in accordance with this clause.
- (5) Each Party may be represented by a qualified legal practitioner or other representative in any mediation proceedings.
- (6) The Parties must continue to comply with their obligations under this Agreement despite any dispute being referred to mediation, unless agreed otherwise by the Parties in writing.

11.9 Force Majeure

- (1) Should a Party be delayed in the performance of this Agreement by an event which that Party concerned considers is a Force Majeure occurrence, then the Party delayed must:
 - (a) give written notice to each of the other Parties immediately giving the full particulars of the event and why it is considered a Force Majeure occurrence; and
 - (b) use its best efforts to remedy the situation.
- (2) On giving a notification under subclause (1), the performance or compliance by a Party of or with any of the responsibilities or obligations under this Agreement are to be suspended. The suspension is to continue as long as the performance or compliance with that responsibility or obligation under this Agreement is so prevented or hindered. During the suspension, the Parties must consult with each other without delay as to the measures to be taken regarding the continuation of the operation of the Shared Facilities and the implementation of this Agreement. The Parties must agree on a solution equitable to all Parties.
- (3) On cessation of any Force Majeure occurrence, the Parties must take all reasonable measures necessary to minimise the effects of the delay.
- (4) Should the Force Majeure continue for more than sixty (60) consecutive days a Party may terminate this Agreement with immediate effect by giving each of the other Parties written notice of termination.
- (5) A Party is not liable for any delay or failure of performance of the terms and conditions of this Agreement to the extent such delay or failure is attributable to events of Force Majeure which has been notified in accordance with this clause.
- (6) Force Majeure may not be invoked by a Party if, and to the extent that, any prior default under this Agreement of the Party concerned caused or contributed to the prevention or impediment of the due performance of the obligations under this Agreement.

11.10 Termination

- (1) This Agreement may only be terminated by written agreement between the Parties.
- (2) If the Parties agree to terminate this Agreement, the except to the extent agreed to the contrary by deed between the parties, termination shall not take effect unless and until:
 - (a) all Expenses and Losses have been paid or satisfied by the Participants; and
 - (b) such of the assets of the Shared Facilities that are moveable (i.e. do not comprise the buildings, improvements or fixtures) are sold and the net proceeds of sale are distributed to the Parties in proportion to their interests.

On termination of this Agreement, the Land and all buildings, improvements and fixtures on the Land will remain under the care, control and management of Peppermint Grove pursuant to the *Land Administration Act 1997*.

- (3) Termination of this Agreement shall be without prejudice to the antecedent rights and obligations of the Parties.

11.11 Modification and waiver

- (1) This Agreement may not be modified, amended or varied except by a document in writing signed by or on behalf of each of the Parties.
- (2) Any modification to a term or condition of this Agreement, or waiver or relinquishment of the performance of any term or condition of this Agreement, will be effective only if made in writing and executed by or on behalf on the Party granting the waiver.
- (3) A waiver of any one breach of any term or condition of this Agreement is not to operate as a waiver of any other breach of the same or other term or condition of this Agreement.

11.12 Assignment

A Party must not assign or deal with any right under this Agreement without the prior written consent of the other Parties and the Minister for Lands.

11.13 No Charge

The Party must not grant or create any mortgage, pledge, lien, charge, assignment, security interest, title retentions, preferential trust arrangement or any other security agreement.

11.14 Means of admitting additional party

- (1) The Parties acknowledge that if they unanimously desire to terminate this Agreement in order to reformulate their arrangements and admit another party to a substituted arrangement, they may do so by unanimous agreement under clause **11.10**. The purpose of this clause **11.14** is to provide a convenient supplementary mechanism for admitting another party to the present Agreement without a complete termination of this Agreement.
- (2) Subject to the unanimous agreement of the Parties by resolution of their respective Councils, and subject to this clause **11.14**, the Parties may agree to admit one or more additional local governments to become Parties to this Agreement.
- (3) The addition of a party pursuant to this clause **11.14** shall not be effective until and unless a deed of agreement has been entered into between the existing Parties and the incoming local government, with this Agreement as an annexure thereto.
- (4) The Parties agree that:
 - (a) the deed of agreement under subclause **11.14(3)** is to include a ‘Parties’ Proportion of Interest’ to be substituted in place of Annexure 3, but should otherwise be in the same general format as Annexure 3 with such amendments as necessary to include both the existing Parties’ and the incoming party’s agreed respective Proportions of Interest;
 - (b) the deed of agreement under subclause **11.14(3)** need not reflect strict proportionality between the incoming party’s population and the population of all parties – noting that the three foundational Parties enjoy a particular proximity to the Facilities which is not necessarily the case for other local governments which might subsequently be admitted to become a party to the Agreement;

- (c) Peppermint Grove, Cottesloe and Mosman Park express their agreement that, as among the three of them, they do not envisage that they would, if considering the admission of an additional party, seek to negotiate an alteration of the Parties' Proportions of Interest in so far as they relate to the proportions among those three foundational Parties;
- (d) the deed of agreement under subclause **11.14(3)** would normally provide, except to the extent that the existing Parties and the incoming party agree in the deed to the contrary:
 - (i) that references in the Agreement other than in clause **2**, to the 'Parties' or to a Party, include, on and from the date of the deed of agreement admitting the incoming party, the incoming party;
 - (ii) references to 'Cottesloe and Mosman Park' in the following clauses are to be read, on and from the date of the deed, as references to Cottesloe, Mosman Park and the incoming party:

3.2, 3.3
 - (iii) for the purpose of the application of clause **5.1(1) - (3)** of this Agreement, the incoming party is to appoint a member and a deputy member within 14 days of the deed of agreement admitting that party to the Agreement, and the Library Management Committee is to thereafter comprise the pre-existing members and deputy members plus the incoming party's nominated member and deputy member; and
 - (iv) the deed of agreement is not to make provision for the position of Chair to rotate to any representative other than a representative of a foundational local government.

11.15 *Land Administration Act 1997*

The Licence granted under this Agreement is subject to and conditional upon the approval in writing of the Minister for Lands under section 18 of the *Land Administration Act 1997*, a copy of which is annexed to this Agreement as **Annexure 2**.

11.16 Legal costs

- (1) Each Party is to pay its own costs and expenses (including legal costs) of and incidental to the preparation, negotiations, completion and signing of this Agreement.
- (2) The Parties are to pay, in equal shares, all stamp duty payable with respect to this Agreement and all copies of it.

11.17 Counterparts

This Agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

11.18 Laws of Western Australia apply

This Agreement is to be construed and interpreted in accordance with the laws of the State of Western Australia and the Parties agree to submit to the jurisdiction of the courts of that State and of courts competent to hear appeals from them.

Signing page

EXECUTED

2022

THE COMMON SEAL of the SHIRE of)
PEPPERMINT GROVE was hereunto)
affixed by authority of a resolution of the)
Council in the presence of)

Chief Executive Officer

(Print Full Name)

Shire President

(Print Full Name)

THE COMMON SEAL of the TOWN OF
MOSMAN PARK was hereto affixed by
authority of Council in the presence of:

Mayor

Print Full Name

Chief Executive Officer

Print Full Name

THE COMMON SEAL of the TOWN OF
COTTESLOE was hereto affixed by authority
of Council in the presence of:

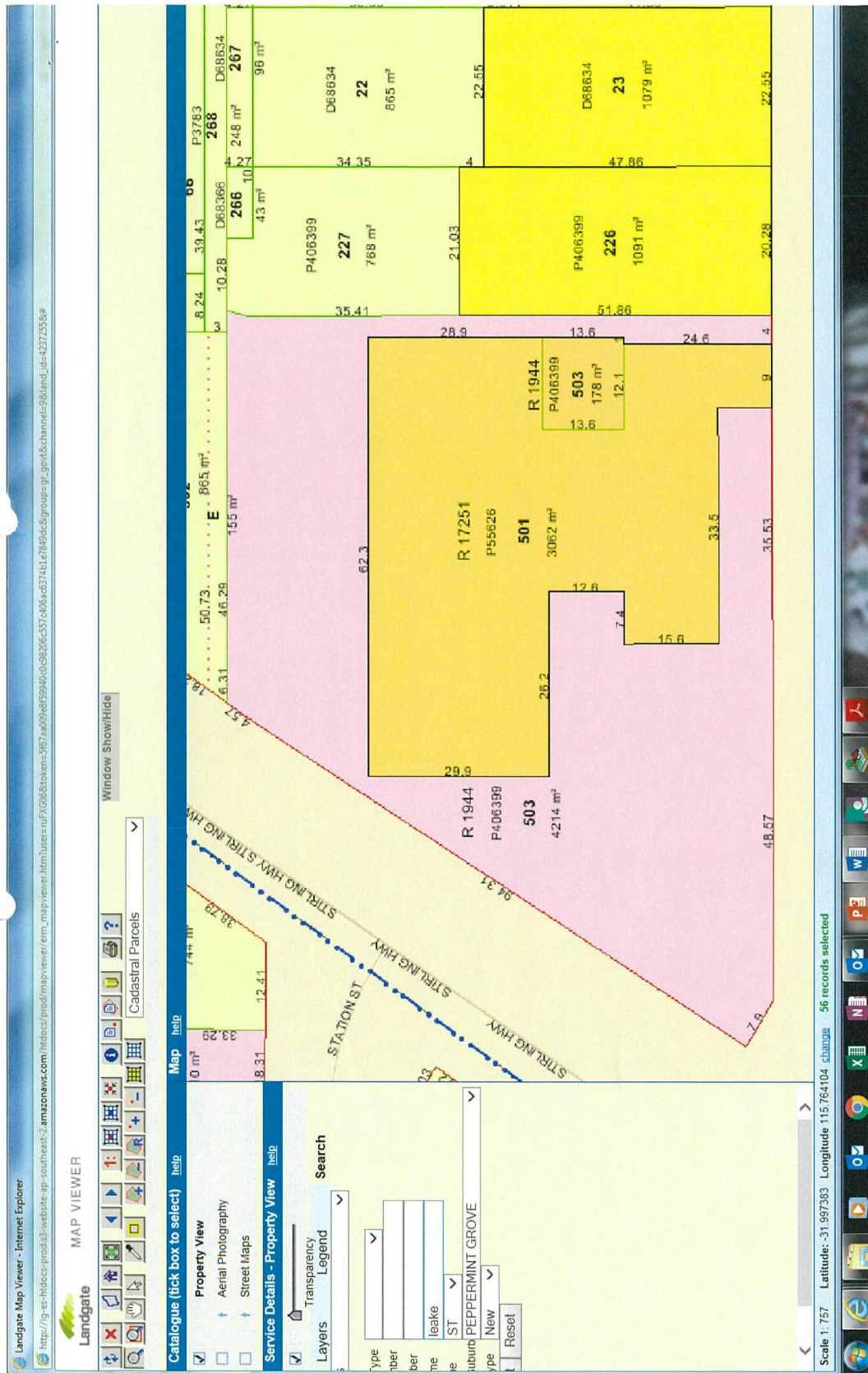
Mayor

Print Full Name

Chief Executive Officer

Print Full Name

Annexure 1 – Plan



Landgate Map Viewer - Internet Explorer

http://lg-wb-ldocs-prod3-website-ep-south-east-2.amazonaws.com/ldocs/prod/map-reviewer/tem_mapviewer.html?user=usfX0060tokens-567aa009a8f599400c96206c557c0f6e5371b1a28994c&group=sp_groff0channel=98&id=427255&#

MAP VIEWER

Window Show/Hide

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Catalogue (tick box to select)

☒ Aerial Photography

☒ Property View

☐ Street Maps

Service Details - Aerial Photography

Layers

Legend

Metropolitan Central 2008

Metropolitan Central 2009

Metropolitan Central 2011

Metropolitan Central 2012

Metropolitan Central Jan 2013

Metropolitan Central Sep 2013

Metropolitan Central Feb 2014

Metropolitan Central Aug 2014

Metropolitan Central Feb 2015

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Metropolitan Central Feb 2016

Metropolitan Central Aug 2017

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Scale 1:757 Latitude -31.997383 Longitude 115.764104 Change 56 records selected

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Annexure 2 – Consent of the Minister for Lands

Annexure 3 – Allocating Expenses and Losses to components of the Facilities, and Parties' Proportions of Interest

(1) Allocating common costs to specific components of the Facilities: clause 9.2

Where Expenses or Losses are incurred which are common to all or some components of the Facilities, the Principal will allocate such Expenses or Losses to components of the Facilities in accordance with the proportions that the Floor Areas of the components to which the Expenses or Losses relate, bear to one another, these being as follows;

Component of Facilities	Floor Area (m ²)	(%)*
Peppermint Grove Administration Office	751	23.12%
Library	1,891	54.6%
Community Centre	918	19.88%
Infant Health Clinic	85	2.4%

*These percentages have been included for convenience to apply where an Expense or Loss relates to all four components. Where an Expense or Loss relates to two or three components only, then the applicable percentages will be based on the proportions that the Floor Areas of the components to which the Expenses or Losses relate, bear to one another.

(2) Calculation of each Party's Proportion of Interest in each component of the Facilities

Each Party's Proportion of Interest in each component the Facilities is to be calculated in accordance with the below table –

Participant	Facilities	Interest (%)
Peppermint Grove	Peppermint Grove Administration Office	100%
Cottesloe	Peppermint Grove Administration Office	0%
Mosman Park	Peppermint Grove Administration Office	0%
Peppermint Grove	Library	(Population of this Party) ÷ (Population of all Parties)
Cottesloe	Library	(Population of this Party) ÷ (Population of all Parties)
Mosman Park	Library	(Population of this Party) ÷ (Population of all Parties)
Peppermint Grove	Community Centre	(Population of this Party) ÷ (Population of all Parties)

Cottesloe	Community Centre	$(\text{Population of this Party}) \div (\text{Population of all Parties})$
Mosman Park	Community Centre	$(\text{Population of this Party}) \div (\text{Population of all Parties})$
Peppermint Grove	Infant Health Clinic	$(\text{Population of this Party}) \div (\text{Population of all Parties})$
Cottesloe	Infant Health Clinic	$(\text{Population of this Party}) \div (\text{Population of all Parties})$
Mosman Park	Infant Health Clinic	$(\text{Population of this Party}) \div (\text{Population of all Parties})$

- WHERE:

(a) **Population**, at any relevant time in relation to a Party, means –

- (i) the estimated population of that Party as set out in Table 5 Estimated Resident Population, Local Government Areas, Western Australia of the statistics last published by the Australian Bureau of Statistics titled '*Population Estimates by Local Government Area*';
- (ii) any substitute for those statistics accepted by the Government of the Commonwealth of Australia from time to time as a measure of resident population; or
- (iii) if those statistics, or any substitute for those statistics, are discontinued or suspended, or if in the opinion of an absolute majority of the Parties, its method of computation is substantially altered, whatever alternative method of establishing resident populations of the Parties as an absolute majority of the Parties may agree;

(b) for example, the Parties' Proportions of Interest if calculated on data released 29 March 2022 would be, for all components of the Facilities other than the Peppermint Grove Administration Office, as follows –

Party	Population	Proportion (%)
Peppermint Grove	1757	9.18%
Cottesloe	8281	47.55%
Mosman Park	9101	47.31%

(3) Landscaping and External Lighting Expenses

Each Party must contribute to and bear the landscaping and external lighting expenses for the Facilities in the manner set out below –

Party	Proportion (%)
Peppermint Grove	75%
Library Participants: Peppermint Grove, Cottesloe and Mosman Park	25% apportioned in turn according to $(\text{Population of this Party}) \div (\text{Population of all Parties})$



ORDINARY COUNCIL MEETING

8.4.1 – List of Accounts

Payment Details

3/10/2022 9:50 AM

Page 1

MICHAEL.COSTARELLA

Payment / Invoice	Date	Description	Amount
EFT Payment			
EFT Payment - EFT00484			
162 - Western Metropolitan Regional Council			
M-2208326	15/08/22	Tip Passes Waste Management - 01-15 Aug 2022	4,686.08
		Total 162	4,686.08
2414 - Open Systems Technology Pty Ltd (Council First)			
SI007285	30/08/22	Licence for the Meraki/ Cisco Equipment	1,724.75
		Total 2414	1,724.75
3013 - Heritage Tree Surgeons			
95960	29/08/22	VTA list works	8,470.00
		Total 3013	8,470.00
3050 - ENVIRO SWEEP PTY LTD (EWCS)			
101004	31/08/22	Contract Road Sweeping	1,443.75
		Total 3050	1,443.75
3441 - BOYA EQUIPMENT PTY LTD			
17256	29/08/22	Kubota ZG222A-2-48-AU zero turn 22hp mower	14,043.43
		Total 3441	14,043.43
3604 - Officeworks			
602606988	30/08/22	Collins Diary 2023	231.78
		Total 3604	231.78
3618 - THE FACTORY			
2215407-1	01/07/22	Christmas Decorations 2022	11,000.00
		Total 3618	11,000.00
3795 - Solmec Consultants			
22-741-01	31/08/22	A C outdoor unit testing	2,984.30
		Total 3795	2,984.30
3862 - Alisa Simich			
REFUND A	26/08/22	Refund dog sterilisation A Simich - Kuzi	150.00
		Total 3862	150.00
697 - LGIS WA			
100-150234	05/08/22	Policy Motor Vehicle Adj. Endorsement 30/06/2021-30/06/2022	959.85
100-150459	24/08/22	Workers Comp Endorsement Adj. 30/06/21-30/06/22	3,054.67
		Total 697	4,014.52
		Total EFT00484	48,748.61
EFT Payment - EFT00488			
162 - Western Metropolitan Regional Council			
INV-81598	31/08/22	VV July - adjustment amounts	50.01
M-2209124	31/08/22	Tip Pass Waste Management - August 22	6,397.86
VV220831-4	31/08/22	Verge Valet - August 2022	3,398.31
		Total 162	9,846.18
2414 - Open Systems Technology Pty Ltd (Council First)			
SI007302	13/09/22	Avepoint Cloud backup - Sept 22	111.38
SI007303	13/09/22	Antivirus Monthly Fee - Sept 22	93.29
SI007304	13/09/22	Jet Reports Subscription - 230722-220922	748.00
SI007314	13/09/22	Propertywise Fee increase - 280922-271222	2,816.29
SI007327	16/09/22	Microsoft Office 365 - Oct 2022	1,288.34
		Total 2414	5,057.30
300 - VEOLIA RECYCLING & RECOVERY (PERTH) PTY LTD			
166375	31/08/22	Residential Waste - MSW collection	18,720.54
49940167	31/08/22	Depot Waste - Skip Bin	424.50
		Total 300	19,145.04
3002 - Winc Australia Pty Ltd			
9040249266	05/09/22	Stationery as ordered online	109.74
		Total 3002	109.74
3013 - Heritage Tree Surgeons			
47478	17/09/22	Forrest St maintenance pruning	4,840.00
		Total 3013	4,840.00
3045 - DORMAKABA AUSTRALIA PTY LTD			
35WA1014835	08/09/22	Library automatic doors repair	811.71
		Total 3045	811.71

Payment Details

3/10/2022 9:50 AM

Page 2

MICHAEL.COSTARELLA

Payment / Invoice	Date	Description	Amount
3055 - STRATA GREEN			
148011	06/09/22	Hort supplies	1,182.06
		Total 3055	1,182.06
3057 - CTI Couriers			
CISC4510980	31/08/22	Courier Library - Aug 22	526.68
		Total 3057	526.68
3080 - Work Clobber			
OC609150	06/09/22	Depot - PPE clothing	330.00
		Total 3080	330.00
3221 - NAPOLEON PAPIER & CO			
2104	31/08/22	Magazines 19/08/22	184.35
		Total 3221	184.35
3411 - BOLINDA DIGITAL PTY LTD			
135710	20/09/22	WSLG BorrowBox digital content,	3,432.00
		Total 3411	3,432.00
3429 - DONALD BURNETT E005			
REIMBURSEMEN	15/09/22	DATA REIMBURSEMENT DB CEO 220915	424.60
		Total 3429	424.60
3431 - Salary Packaging Australia Pty Ltd (SPA)			
19092022A	19/09/22	Novated DB 19092022	10.54
		Total 3431	10.54
3604 - Officeworks			
602648810	01/09/22	Bantex A4 Insert Lever Arch Binder 70mm White	279.95
		Total 3604	279.95
3609 - JTAGZ PTY LTD			
00024046	14/09/22	2023 Blue Rig Tags for registration	178.20
		Total 3609	178.20
3660 - Iconic Property Services			
PSI022680	01/09/22	Cleaning of Depot Building	10,955.56
		Total 3660	10,955.56
3718 - Nice Design			
INV-4632	06/09/22	Set of vinyl date stickers for banners	93.50
		Total 3718	93.50
3735 - Vocus Ltd			
P904729	01/09/22	Library Site A - Sept 2022	526.90
P906210	01/09/22	Public Site A - Sept 2022	1,043.90
P905281	01/09/22	Council Site A WIFI - Sept 2022	603.90
81094-040922	04/09/22	Yealink phones - August 2022	591.25
		Total 3735	2,765.95
3762 - Marsh Pty Ltd. Marsh Advisory			
060-1397868	07/09/22	Evacuation Diagrams project proposal - Feb 2022	1,430.00
		Total 3762	1,430.00
3786 - Profounder Turfmaster Pty Ltd			
INV-0652	31/08/22	Mowing - Manners Hill Park	2,310.00
		Total 3786	2,310.00
3789 - EFTSure Pty.Ltd.			
INV-5442	13/09/22	EftSure software as a service fee - Sept 2022-Aug 2023	5,266.80
		Total 3789	5,266.80
3821 - Feed the Tiger t/as Mackay Urban Design			
REF 2168 JUNE-	03/09/22	Preparation of Design Discussion Study PeppG centr	1,237.50
		Total 3821	1,237.50
3864 - Teapot Farm Trust T/AS Gabriel Evans			
25	02/09/22	Childrens book week author visit	650.00
		Total 3864	650.00
3866 - Birdbooks Pty Ltd			
4167890	17/09/22	junior books as selected	895.11
		Total 3866	895.11
3868 - Dugite Earthmoving Pty Ltd T/as J&V Earthmoving			
INV-0112	12/09/22	Johnston St drainage sump cleaning works	4,444.00
		Total 3868	4,444.00

Payment Details

3/10/2022 9:50 AM

Page 3

MICHAEL.COSTARELLA

Payment / Invoice	Date	Description	Amount
3871 - Helene Pty Ltd T/as LO-GO Appointments			
00424043	13/07/22	Contracting svcs of Rebekah Hampson w/e 10 July 21	1,702.24
		Total 3871	1,702.24
3874 - Angela Sahel			
REFUND A	16/09/22	Refund A Sahel Dog Sterilisation Banjo	150.00
		Total 3874	150.00
448 - LANDGATE			
1213417	01/09/22	Transfer of Land Act Document copy -17/08/22	56.40
		Total 448	56.40
52 - Iron Mountain Australia Group Pty Ltd			
AUD140566	31/08/22	Storage Archive - Sept 2022	14.29
		Total 52	14.29
693 - Clean City Group Pty Ltd			
INV-1440	05/09/22	Residential Waste - Bin Return Service	825.00
INV-1442	12/09/22	Residential Waste - Bin Return Service	825.00
		Total 693	1,650.00
883 - Fuji Xerox Business Innovations Australia PtyLtd			
QC751217	08/09/22	AP6C5571-4T Ser. 563870 - 02/10/22 to 01/01/23	744.70
QC751317	08/09/22	AP6C3371-4 Ser.523624 - 2/10/22 to 01/01/23	567.60
		Total 883	1,312.30
		Total EFT00488	81,292.00
EFT Payment - EFT00486			
1933 - KONE ELEVATORS PTY LTD			
193833007	17/08/22	Service Fee 01/10/22-31/12/22	1,320.00
		Total 1933	1,320.00
2414 - Open Systems Technology Pty Ltd (Council First)			
SI007283	26/08/22	STP transactions - July 22	18.92
SI007301	09/09/22	Microsoft Azure - Aug 22	804.60
		Total 2414	823.52
3002 - Winc Australia Pty Ltd			
9040184412	29/08/22	stationery as selected online	269.00
		Total 3002	269.00
3008 - CIVICA PTY LTD			
C/LA027192	31/08/22	Spydus reports training (coffee sessions in july)	715.00
		Total 3008	715.00
3013 - Heritage Tree Surgeons			
95959	29/08/22	Tree works as per audit plus KP branch removal	9,680.00
		Total 3013	9,680.00
3015 - CREATION LANDSCAPE SUPPLIES			
258790	31/08/22	Fill sand for verges	270.00
		Total 3015	270.00
3045 - DORMAKABA AUSTRALIA PTY LTD			
35WA986671	17/06/22	Maintenance Agreement periodic inspections - June 202	550.00
		Total 3045	550.00
3051 - TEMPTATIONS CATERING			
E27480	23/08/22	ABF/OCM Council Meetings Catering 2022-23	393.60
E27778	25/08/22	Metro Zone Meeting	951.06
		Total 3051	1,344.66
3060 - BENARA NURSERIES			
386191	30/08/22	Street tree purchases	1,018.99
		Total 3060	1,018.99
3067 - MURPHYS ELECTRICAL CO			
00113318	29/08/22	Depot LED fluoro battens installation	774.40
		Total 3067	774.40
3094 - DAVID PRICE			
220901 REFUND	01/09/22	220901 Refund D Price - Keane St Xmas Party	85.70
		Total 3094	85.70
3114 - WEST COAST SHADE PTY LTD			
12156	22/08/22	Shade sail repairs	396.00
		Total 3114	396.00

Payment Details

3/10/2022 9:50 AM

Page 4

MICHAEL.COSTARELLA

Payment / Invoice	Date	Description	Amount
3129 - J&V EARTHMOVING CONTRACTORS			
INV-0064	17/08/22	Laneway maintenance	7,343.05
INV-0066	17/08/22	Laneway maintenance	3,621.20
INV-0098	31/08/22	CAPEX - MHP bollards removal and backfill	4,682.70
		Total 3129	15,646.95
3179 - MAJOR MOTORS PTY LTD			
1246346	24/08/22	Isuzu - replacement lens	12.19
		Total 3179	12.19
3243 - Peppermint Grove Tennis Club			
INV-0188	03/07/22	Grant for PGTC lights 2/2 installments 2021-22	5,000.00
		Total 3243	5,000.00
3291 - CANNON HYGIENE AUSTRALIA PTY LTD			
97392753	14/06/22	Service Contract K63/C/54173525 25/07/22-24/07/23	1,788.73
		Total 3291	1,788.73
3357 - Fasta Couriers & Taxi Trucks			
270301	31/08/22	Courier Agenda to Subiaco 19/8/22	43.82
		Total 3357	43.82
340 - TOWN OF COTTESLOE			
13752	29/08/22	Ranger Service - 1/7/22-30/9/22	7,820.00
13753	29/08/22	Health Services - 1/7/22-30/9/22	2,351.25
		Total 340	10,171.25
3431 - Salary Packaging Australia Pty Ltd (SPA)			
PJ000713	25/08/22	FORTNIGHT 2023- 4 - From Payroll	358.35
05092022	05/09/22	Novated DB 05092022	10.54
PJ000716	08/09/22	FORTNIGHT 2023- 5 - From Payroll	358.35
		Total 3431	727.24
3436 - Sports Surf Technology			
INV-3530	07/09/22	Shire of Peppermint Grove - Groundwater Monitoring	385.00
		Total 3436	385.00
3613 - QUADIENT NEOPOST FINANCE AUSTRALIA PTY LTD			
2022.166314	01/09/22	Mail folding machine lease - Sept 2022	220.00
		Total 3613	220.00
3621 - QTM PTY LTD			
INV-26384	30/08/22	Leake St median island TMP design	1,188.00
		Total 3621	1,188.00
3650 - ASKA ILLUSTRATION			
485	01/09/22	Childrens book week Author visit	650.00
		Total 3650	650.00
3660 - Iconic Property Services			
PSI022426	31/07/22	Shire Office Consumables	273.13
		Total 3660	273.13
3808 - Market Creations Agency			
IU00-2	12/08/22	Ad for Water Craft Post Newspaper	572.00
		Total 3808	572.00
3868 - Dugite Earthmoving Pty Ltd T/as J&V Earthmoving			
INV-0105	07/09/22	CAPEX Bay View / Keane St drainage	19,955.49
		Total 3868	19,955.49
3870 - Flora Lolev			
220908 REFUND	08/09/22	Refund F Lolev - Dog Sterilisation 15/3/22	150.00
		Total 3870	150.00
660 - WORMALD Australia			
8774329	31/08/22	Contract 162777-01 annual inspection - July 22	650.10
		Total 660	650.10
693 - Clean City Group Pty Ltd			
INV-1436	18/07/22	Residential Waste - Bin Return Service	825.00
INV-1437	30/08/22	Residential Waste - Bin Return Service	825.00
		Total 693	1,650.00
		Total EFT00486	76,331.17
EFT Payment - EFT00485			
3000 - SuperChoice AwareWASuperannuation			
PJ000699	11/08/22	FORTNIGHT 2023- 3 - From Payroll	5,850.88
PJ000713	25/08/22	FORTNIGHT 2023- 4 - From Payroll	3,925.20

Payment Details

3/10/2022 9:50 AM

Page 5

MICHAEL.COSTARELLA

Payment / Invoice	Date	Description	Amount
AUG 2022	31/08/22	Superannuation Contribution	23,881.75
		Total 3000	33,657.83
		Total EFT00485	33,657.83
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EFT Payment - EFT00487			
3029 - Australian Taxation Office			
PJ000699	11/08/22	FORTNIGHT 2023- 3 - From Payroll	16,442.38
PJ000705	11/08/22	FORTNIGHT 2023- 3 - From Payroll	2,208.00
PJ000708	25/08/22	FORTNIGHT 2023- 4 - From Payroll	1,352.00
PJ000710	25/08/22	FORTNIGHT 2023- 4 - From Payroll	2,132.00
PJ000713	25/08/22	FORTNIGHT 2023- 4 - From Payroll	16,579.38
	01/09/22	GST Settlement	3,556.00
	01/09/22	GST Settlement	20,436.00
		Total 3029	21,833.76
		Total EFT00487	21,833.76
<hr/>			
		Grand Total - EFT Payment	261,863.37

Payment Details

3/10/2022 9:50 AM

Page 6

MICHAEL.COSTARELLA

Payment / Invoice	Date	Description	Amount
Other			
Other - DD00353			
123 - Synergy			
2029604248	12/08/22	Library Split - 08 July to 11 Aug 2022	3,838.41
		Total 123	3,838.41
		Total DD00353	3,838.41
Other - DD00354			
123 - Synergy			
3000184543	25/08/22	Depot 26 May to 27 Jul 2022	912.23
		Total 123	912.23
		Total DD00354	912.23
Other - DD00355			
123 - Synergy			
2009631423	01/09/22	Streetlights (2) 28 Jul to 27 Aug 22	37.46
		Total 123	37.46
		Total DD00355	37.46
Other - DD00356			
123 - Synergy			
2009631559	01/09/22	Streetlights - 25 Jul to 24 Aug 2022	3,493.03
		Total 123	3,493.03
		Total DD00356	3,493.03
Other - BPAY275			
3041 - Telstra Corporation Ltd			
K751352601-1	08/08/22	Depot NBN - to 31 July 22	64.98
		Total 3041	64.98
		Total BPAY275	64.98
Other - BPAY276			
3041 - Telstra Corporation Ltd			
4074199292 T311	10/08/22	TW Depot - 10 Aug to 09 Sept 22	109.98
		Total 3041	109.98
		Total BPAY276	109.98
Other - BPAY277			
3041 - Telstra Corporation Ltd			
4074199284 T311	10/08/22	Foreshore Parks & Enviro. 10 Aug to 09 Sept 22	89.99
		Total 3041	89.99
		Total BPAY277	89.99
Other - DD00357			
3062 - WATER CORPORATION			
9001305640 0106	09/09/22	Toilets Esplanade 8/07-8/09	241.37
		Total 3062	241.37
		Total DD00357	241.37
Other - CCP00033			
3084 - Shire Credit Cards -NAB Visa flexi purchase			
NAB VISA FEES	30/08/22	Nab Visa Fees 29 Jul to 29 Aug 2022	110.00
ALS LH NAB VISA	29/08/22	ALS LH NAB VISA 29 JUL TO 29 AUG 22	4,378.83
CEO DB NAB	29/08/22	CEO DB NAB VISA 29 JUL TO 29 AUG 22	1,925.57
MDS JG NAB	29/08/22	MDS JG NAB VISA 29 JUL TO 29 AUG 22	549.12
CLS SF NAB VISA	29/08/22	CLS SF Nab Visa 29 Jul to 29 Aug 2022	1,993.98
DEPOT TW NAB	29/08/22	Depot TW Nab Visa 29 Jul to 29 Aug 2022	809.95
DEPOT RY NAB	29/08/22	Depot RY Nab Visa 29 Jul to 29 Aug 2022	977.53
MCCS MC NAB	29/08/22	MCCS MC Nab Visa 29 Jul to 29 Aug 2022	1,300.14
MIS DN NAB VISA	29/08/22	MIS DN Nab Visa 29 Jul to 29 Aug 2022	1,232.88
CEO DB VISA 29	29/08/22	CEO DB NAB VISA 29 JUL TO 29 AUG 22	57.75
		Total 3084	13,335.75
		Total CCP00033	13,335.75
Other - BPAY278			
3178 - DEPT OF TRANSPORT (Registration VEHICLE SERVICES)			
1GQH552	13/08/22	1GQH552 Kubota exp.24/09/2023	82.85
		Total 3178	82.85
		Total BPAY278	82.85
Other - DD00352			

Payment Details

Payment / Invoice	Date	Description	Amount
3377 - WESTNET PTY LTD T/AS iinet			
133292828	18/08/22	Web hosting - August 22	15.99
		Total 3377	15.99
		Total DD00352	15.99
Grand Total - Other			22,222.04



Statement for NAB

Statement Period: 29 Jul 2022 to 29 Aug 2022

Cardholder Name: Donovan Norgard




JSKR VISA Purchasing Card (Client Expenses)

Date	Details	Approval	Receipt	Amount (\$AUD)	
GL Code	CC Code	Department	Net	Tax	Gross
01 Aug 2022	Ampol Mosman Pa 55363f Mosman Park	Approval Req'd		\$141.84	
28360	129	1104	\$128.95	\$12.89	\$141.84
Purchase Ampol Mosman Pa 55363f Fuel					
04 Aug 2022	Adobe Acropro Subs Sydney	Approval Req'd		\$21.99	
28845	129	1104	\$19.99	\$2.00	\$21.99
Purchase Adobe Acropro Subs Adobe subscription					
07 Aug 2022	Ampol Mosman Pa 55363f Mosman Park	Approval Req'd		\$117.93	
28360	129	1104	\$107.21	\$10.72	\$117.93
Purchase Ampol Mosman Pa 55363f Fuel					
10 Aug 2022	Bp Exp Myaree 1840 Myaree	Approval Req'd		\$114.88	
28360	129	1104	\$104.44	\$10.44	\$114.88
Purchase Bp Exp Myaree 1840 Fuel					
18 Aug 2022	Ampol Mosman Pa 55363f Mosman Park	Approval Req'd		\$100.03	
28360	129	1104	\$90.94	\$9.09	\$100.03
Purchase Ampol Mosman Pa 55363f Fuel					
18 Aug 2022	Total Tools Oconnor O'Connor	Approval Req'd		\$422.95	
28830	129	1104	\$384.50	\$38.45	\$422.95
Purchase Total Tools Oconnor Heavy duty 240V Bosch 1,100W hammer drill, socket extension, 3/8" drive Torx					
24 Aug 2022	Bp Exp Myaree 1840 Myaree	Approval Req'd		\$87.45	
28360	129	1104	\$79.50	\$7.95	\$87.45
Purchase Bp Exp Myaree 1840 Fuel					
25 Aug 2022	Coorow Fuel Supply Coorow	Approval Req'd		\$103.50	
28360	129	1104	\$94.09	\$9.41	\$103.50
Purchase Coorow Fuel Supply Fuel					
26 Aug 2022	Puma Dalwallinu Motor Dalwallinu	Approval Req'd		\$115.49	
28360	129	1104	\$104.99	\$10.50	\$115.49
Purchase Puma Dalwallinu Motor Fuel					
29 Aug 2022	Account Fees	No Appr Req'd		\$6.82	
27130	129	1104	\$6.20	\$0.62	\$6.82
Account Fees Cc Fp User Fee					

Fees	
Total for this period: \$1,232.88	

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature  _____

Dated 31 / 08 / 2022

Employee ID: 169

Approved By

Signature  _____

Dated 31/08/2022
____ / ____ / ____

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



FlexiPurchase Account Statement

Statement for NAB

Statement Period: 29 Jul 2022 to 29 Aug 2022

Cardholder Name: Joel Lee Gajic



JSKR VISA Purchasing Card (Client Expenses)

Date	Details	Approval	Receipt	Amount (\$AUD)	
GL Code	CC Code	Department	Net	Tax	Gross
01 Aug 2022	Bunnings 453000	O'Connor	Approval Req'd	<input checked="" type="checkbox"/>	\$95.00
27150	139	0403	\$86.36	\$8.64	\$95.00
Purchase Bunnings 453000 office strip lights					
19 Aug 2022	Liv*cloud Nine Dry Cln	Claremont	Approval Req'd	<input checked="" type="checkbox"/>	\$322.30
28280	190	1101	\$293.00	\$29.30	\$322.30
Purchase Liv*cloud Nine Dry Cln Table cloth dry cleaning & pressing					
29 Aug 2022	Account Fees		No Appr Req'd	<input checked="" type="checkbox"/>	\$6.82
27130	190	1002	\$6.20	\$0.62	\$6.82
Account Fees Cc Fp User Fee Account Fees Cc Fp User Fee					
26 Aug 2022	Paypal *filtermate 4029357733		Approval Req'd	<input checked="" type="checkbox"/>	\$125.00
27150	139	1101	\$113.64	\$11.36	\$125.00
Purchase Paypal *filtermate UV light for water filtration system					
Total for this period:					\$549.12

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature 

Dated 16 / 09 / 2022

Employee ID: E0020

Approved By

Signature 

Dated 16/09/2022

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



FlexiPurchase Account Statement

Statement for NAB

Statement Period: 29 Jul 2022 to 29 Aug 2022

Cardholder Name: Michael Costarella



JSKR VISA Purchasing Card (Client Expenses)

Date	Details	Approval	Receipt	Amount (\$AUD)	
GL Code	CC Code	Department	Net	Tax	Gross
03 Aug 2022	Adobe Acropro Subs Sydney	No Appr Req'd			\$21.99
27160	139	0403	\$19.99	\$2.00	\$21.99
Purchase Adobe Acropro Subs Adobe Monthly :Licence					
10 Aug 2022	Officeworks 0604 Fremantle	No Appr Req'd			\$632.33
27150	139	0403	\$574.85	\$57.48	\$632.33
Purchase Officeworks 0604 Chairs and Stationery					
15 Aug 2022	Paypal *wheelchair 4029357733	No Appr Req'd			\$639.00
27150	139	1106	\$580.91	\$58.09	\$639.00
Purchase Paypal *wheelchair Wheel Chair for Library					
29 Aug 2022	Account Fees	No Appr Req'd			\$6.82
27130	190	0403	\$6.20	\$0.62	\$6.82
Account Fees Cc Fp User Fee Account Fees					
Total for this period:					\$1,300.14

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature

Dated 02 / 09 / 2022

Employee ID: E0005

Approved By

Signature

Dated 02/09/2022

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



Statement for NAB

Statement Period: 29 Jul 2022 to 29 Aug 2022
Cardholder Name: Tim Whitham



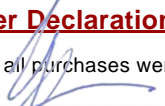
JSKR VISA Purchasing Card (Client Expenses)

Date	Details	Approval	Receipt	Amount (\$AUD)	
GL Code	CC Code	Department	Net	Tax	Gross
02 Aug 2022	Ampol Mosman Pa 55363f Mosman Park	Approval Req'd			\$100.02
28360	139	1104	\$90.93	\$9.09	\$100.02
Purchase Ampol Mosman Pa 55363f ute fuel.					
05 Aug 2022	Ampol Mosman Pa 55363f Mosman Park	Approval Req'd			\$133.70
28360	139	1104	\$121.55	\$12.15	\$133.70
Purchase Ampol Mosman Pa 55363f Truck fuel.					
05 Aug 2022	Bunnings 483000 Claremont	Approval Req'd			\$130.30
28270	139	1104	\$118.45	\$11.85	\$130.30
Purchase Bunnings 483000 Hardware					
04 Aug 2022	Bunnings 483000 Claremont	Approval Req'd			\$59.13
28270	139	1104	\$53.75	\$5.38	\$59.13
Purchase Bunnings 483000 Hardware.					
08 Aug 2022	Bunnings 483000 Claremont	Approval Req'd			\$35.70
28270	139	1104	\$32.45	\$3.25	\$35.70
Purchase Bunnings 483000 hardware					
09 Aug 2022	Bunnings 483000 Claremont	Approval Req'd			\$84.05
28270	139	1104	\$76.41	\$7.64	\$84.05
Purchase Bunnings 483000 hardware					
22 Aug 2022	Total Tools Oconnor O'Connor	Approval Req'd			\$44.80
28270	139	1104	\$40.73	\$4.07	\$44.80
Purchase Total Tools Oconnor Hardware					
22 Aug 2022	Ampol Mosman Pa 55363f Mosman Park	Approval Req'd			\$123.00
28360	139	1104	\$111.82	\$11.18	\$123.00
Purchase Ampol Mosman Pa 55363f ute fuel					
23 Aug 2022	Bunnings 483000 Claremont	Approval Req'd			\$92.43
28270	139	1104	\$84.03	\$8.40	\$92.43
Purchase Bunnings 483000 hardware					
29 Aug 2022	Account Fees	No Appr Req'd			\$6.82
27130	139	1104	\$6.20	\$0.62	\$6.82
Account Fees Cc Fp User Fee					

account fees	
Total for this period:	\$809.95

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature 

Dated 30 / 08 / 2022

Employee ID: TW

Approved By

Signature 

Dated 31 / 08 / 2022

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



FlexiPurchase Account Statement

Statement for NAB

Statement Period: 29 Jul 2022 to 29 Aug 2022

Cardholder Name: Robert Young



JSKR VISA Purchasing Card (Client Expenses)

<u>Date</u>	<u>Details</u>	<u>Approval</u>	<u>Receipt</u>	<u>Amount (\$AUD)</u>
<u>GL Code</u>	<u>CC Code</u> <u>Department</u>	<u>Net</u>	<u>Tax</u>	<u>Gross</u>
29 Jul 2022	Coles Express 6919 Mosman Park	Approval Req'd		\$130.34
28360	139 1201	\$118.49	\$11.85	\$130.34
Purchase Coles Express 6919 Ute fuel				
02 Aug 2022	Coles Express 6919 Mosman Park	Approval Req'd		\$82.10
28360	139 1201	\$74.64	\$7.46	\$82.10
Purchase Coles Express 6919 Loader Fuel				
09 Aug 2022	Bunnings 453000 O'Connor	Approval Req'd		\$128.50
28270	139 1201	\$116.82	\$11.68	\$128.50
Purchase Bunnings 453000 Park furniture				
11 Aug 2022	Bunnings 483000 Claremont	Approval Req'd		\$6.16
28490	139 1201	\$5.60	\$0.56	\$6.16
Purchase Bunnings 483000 Street drains				
11 Aug 2022	Bp Greenwood 6171 Greenwood	Approval Req'd		\$125.64
28360	139 1201	\$114.22	\$11.42	\$125.64
Purchase Bp Greenwood 6171 Ute Fuel				
11 Aug 2022	Bunnings 453000 O'Connor	Approval Req'd		\$71.70
28270	139 1201	\$65.18	\$6.52	\$71.70
Purchase Bunnings 453000 Park furniture				
15 Aug 2022	Coles Express 6919 Mosman Park	Approval Req'd		\$72.16
28360	139 1201	\$65.60	\$6.56	\$72.16
Purchase Coles Express 6919 Loader Fuel				
17 Aug 2022	Coles Express 6919 Mosman Park	Approval Req'd		\$181.05
28360	139 1201	\$164.59	\$16.46	\$181.05
Purchase Coles Express 6919 Truck fuel				
15 Aug 2022	Bunnings 453000 O'Connor	Approval Req'd		\$96.54
28270	139 1201	\$87.76	\$8.78	\$96.54
Purchase Bunnings 453000 Park furniture				
22 Aug 2022	Coles Express 6919 Mosman Park	Approval Req'd		\$76.52

28360	139	1201	\$69.56	\$6.96	\$76.52
Purchase Coles Express 6919					
Ute Fuel					
29 Aug 2022	Account Fees		No Appr Req'd	<input checked="" type="checkbox"/>	\$6.82
27130	139	1201	\$6.20	\$0.62	\$6.82
Account Fees Cc Fp User Fee					
Bank Fees					
Total for this period:					\$977.53

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature  Dated 30 / 8 / 2022

Employee ID: RY

Approved By

Signature  Dated 31 / 08 / 2022

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



FlexiPurchase Account Statement

Statement for NAB

Statement Period: 29 Jul 2022 to 29 Aug 2022

Cardholder Name: Stewart Farley



JSKR VISA Purchasing Card (Client Expenses)

Date	Details	Approval	Receipt	Amount (\$AUD)	
GL Code	CC Code	Department	Net	Tax	Gross
29 Jul 2022	Peppermint News Agc Peppermint Gr	Approved			\$12.00
28770	139	1106	\$10.91	\$1.09	\$12.00
Purchase Peppermint News Agc leaving card for staff member					
30 Jul 2022	Big W/Rockingham Road Spearwood	Approved			\$40.00
28471	139	1106	\$36.36	\$3.64	\$40.00
Purchase Big W/Rockingham Road Junior book purchases					
30 Jul 2022	Golden Phoenix Chinese Spearwood	Approved			\$25.25
28770	139	1106	\$22.95	\$2.30	\$25.25
Purchase Golden Phoenix Chinese reimbursement to council due to purchase error (wrong credit card)					
29 Jul 2022	Ucanhatchus.Com.Au Cloverdale	Approved			\$315.00
28340	139	1106	\$286.36	\$28.64	\$315.00
Purchase Ucanhatchus.Com.Au Junior book purchases					
31 Jul 2022	Booktopia Pty Ltd Rhodes	Approved			\$100.87
28471	139	1106	\$91.70	\$9.17	\$100.87
Purchase Booktopia Pty Ltd Junior book purchases					
06 Aug 2022	Big W/Rockingham Road Spearwood	Approved			\$290.00
28471	139	1106	\$263.64	\$26.36	\$290.00
Purchase Big W/Rockingham Road Junior book purchases					
08 Aug 2022	Bookdepository.Com 441452307905	Approved			\$680.03
28471	139	1106	\$618.21	\$61.82	\$680.03
Purchase Bookdepository.Com Junior book purchases					
14 Aug 2022	Bookdepository.Com 441452307905	Approved			\$370.25
28471	139	1106	\$336.59	\$33.66	\$370.25
Purchase Bookdepository.Com Junior book purchases					
19 Aug 2022	Booktopia Pty Ltd Rhodes	Approved			\$43.64
28471	139	1106	\$39.67	\$3.97	\$43.64
Purchase Booktopia Pty Ltd Junior book purchases					

19 Aug 2022	Bookdepository.Com	Approved	<input checked="" type="checkbox"/>	\$110.12
	441452307905			
28471	139	1106	\$100.11	\$10.01
Purchase Bookdepository.Com				\$110.12
Junior book purchases				
29 Aug 2022	Account Fees	No Appr Req'd	<input checked="" type="checkbox"/>	\$6.82
27130	139	1106	\$6.20	\$0.62
Account Fees Cc Fp User Fee				\$6.82
Account Fees				
Total for this period:				\$1,993.98

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature 

Dated 31 / 8 / 2022.

Employee ID: 63

Approved By

Signature 

Dated 31 / 8 / 22

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



FlexiPurchase Account Statement

Statement for NAB

Statement Period: 29 Jul 2022 to 29 Aug 2022

Cardholder Name: Donald Burnett



JSKR VISA Purchasing Card (Client Expenses)

Date	Details	Approval	Receipt	Amount (\$AUD)	
GL Code	CC Code	Department	Net	Tax	Gross
27 Jul 2022	Adobe Acropro Subs Sydney	Approved			\$21.99
27140	190	0403	\$19.99	\$2.00	\$21.99
Purchase Adobe Acropro Subs Adobe monthly fee					
28 Jul 2022	Myo*metal Artwork Crea Hamersley	Approved			\$25.85
27140	190	0403	\$23.50	\$2.35	\$25.85
Purchase Myo*metal Artwork Crea Staff name badge					
02 Aug 2022	Woolworths/Cottesloe Grov Cottesloe	Approved			\$26.20
28280	190	0401	\$23.82	\$2.38	\$26.20
Purchase Woolworths/Cottesloe Grov catering supplies					
02 Aug 2022	Adobe Acropro Subs Sydney	Approved			\$109.95
27140	190	0403	\$99.95	\$10.00	\$109.95
Purchase Adobe Acropro Subs Adobe account					
03 Aug 2022	Coles 0311 Mandurah	Approved			\$330.00
27140	190	0403	\$300.00	\$30.00	\$330.00
Purchase Coles 0311 Gift card for departing staff member					
15 Aug 2022	Woolworths/Cottesloe Grov Cottesloe	Approved			\$16.70
27140	190	1106	\$15.18	\$1.52	\$16.70
Purchase Woolworths/Cottesloe Grov LMC meeting					
18 Aug 2022	Woolworths/Cottesloe Grov Cottesloe	Approved			\$14.77
27140	190	0403	\$13.43	\$1.34	\$14.77
Purchase Woolworths/Cottesloe Grov Staff meeting					
18 Aug 2022	Local Governement Mana East Perth	Approved			\$1,320.00
26540	190	0403	\$1,200.00	\$120.00	\$1,320.00
Purchase Local Governement Mana Conference registration					
20 Aug 2022	Adobe Acropro Subs Sydney	Approved			\$21.99
27140	190	0403	\$19.99	\$2.00	\$21.99
Purchase Adobe Acropro Subs Adobe monthly account					
25 Aug 2022	Woolworths/Cottesloe Grov	Approved			\$31.30

Cottesloe						
28280	190	0401		\$28.45	\$2.85	\$31.30
Purchase Woolworths/Cottesloe Grov						
WALGA Zone meeting						
25 Aug 2022	Town Of Cambridge Floreat		Approval Req'd	<input checked="" type="checkbox"/>		\$5.80
27140	190	0403	\$5.27	\$0.53	\$5.80	
Purchase Town Of Cambridge						
KABC meeting						
25 Aug 2022	Cellarbrations Cottesloe		Approval Req'd	<input checked="" type="checkbox"/>		\$22.00
28280	190	0401	\$20.00	\$2.00	\$22.00	
Purchase Cellarbrations						
WALGA Zone meeting						
27 Aug 2022	Jaycar - Mandurah Mandurah		Approval Req'd	<input checked="" type="checkbox"/>		\$29.95
27140	190	1106	\$27.23	\$2.72	\$29.95	
Purchase Jaycar - Mandurah						
Emergency evacuation equipment						
29 Aug 2022	Account Fees		No Appr Req'd	<input checked="" type="checkbox"/>		\$6.82
27130	190	0403	\$6.20	\$0.62	\$6.82	
Account Fees Cc Fp User Fee						
Account fee						
Total for this period:					\$1,983.32	

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature _____

Dated 15 / 9 / 22

Employee ID: 5

Approved By

Signature _____

Dated 21 / 09 / 2022

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



FlexiPurchase Account Statement

Statement for NAB

Statement Period: 29 Jul 2022 to 29 Aug 2022
Cardholder Name: Donald Burnett



JSKR VISA Purchasing Card (Client Expenses)

Date	Details	Approval	Receipt	Amount (\$AUD)
GL Code	CC Code Department	Net	Tax	Gross
27 Jul 2022	Adobe Acropro Subs Sydney	Approved	<input checked="" type="checkbox"/>	\$21.99
27140	190 0403	\$19.99	\$2.00	\$21.99
Purchase Adobe Acropro Subs Adobe monthly fee				
28 Jul 2022	Myo*metal Artwork Crea Hamersley	Approved	<input checked="" type="checkbox"/>	\$25.85
27140	190 0403	\$23.50	\$2.35	\$25.85
Purchase Myo*metal Artwork Crea Staff name badge				
02 Aug 2022	Woolworths/Cottesloe Grov Cottesloe	Approval Req'd	<input checked="" type="checkbox"/>	\$26.20
28280	190 0401	\$23.82	\$2.38	\$26.20
Purchase Woolworths/Cottesloe Grov catering supplies				
02 Aug 2022	Adobe Acropro Subs Sydney	Approval Req'd	<input checked="" type="checkbox"/>	\$109.95
27140	190 0403	\$99.95	\$10.00	\$109.95
Purchase Adobe Acropro Subs Adobe account				
03 Aug 2022	Coles 0311 Mandurah	Approval Req'd	<input checked="" type="checkbox"/>	\$330.00
27140	190 0403	\$300.00	\$30.00	\$330.00
Purchase Coles 0311 Gift card for departing staff member				
15 Aug 2022	Woolworths/Cottesloe Grov Cottesloe	Approval Req'd	<input checked="" type="checkbox"/>	\$16.70
27140	190 1106	\$15.18	\$1.52	\$16.70
Purchase Woolworths/Cottesloe Grov LMC meeting				
18 Aug 2022	Woolworths/Cottesloe Grov Cottesloe	Approval Req'd	<input checked="" type="checkbox"/>	\$14.77
27140	190 0403	\$13.43	\$1.34	\$14.77
Purchase Woolworths/Cottesloe Grov Staff meeting				
18 Aug 2022	Local Government Mana East Perth	Approval Req'd	<input checked="" type="checkbox"/>	\$1,320.00
26540	190 0403	\$1,200.00	\$120.00	\$1,320.00
Purchase Local Government Mana Conference registration				
20 Aug 2022	Adobe Acropro Subs Sydney	Approval Req'd	<input checked="" type="checkbox"/>	\$21.99
27140	190 0403	\$19.99	\$2.00	\$21.99
Purchase Adobe Acropro Subs Adobe monthly account				
25 Aug 2022	Woolworths/Cottesloe Grov	Approval Req'd	<input checked="" type="checkbox"/>	\$31.30

Cottesloe					
28280	190	0401	\$28.45	\$2.85	\$31.30
Purchase Woolworths/Cottesloe Grov					
WALGA Zone meeting					
Total for this period:					\$1,918.75

27130-0403-190 Fees \$6.82

Total \$1925.57

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature [Signature]

Dated 29 / 8 / 2022

Employee ID: 5

Approved By

Signature [Signature]

Dated 29 / 08 / 2022

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



Statement for NAB

Statement Period: 29 Jul 2022 to 29 Aug 2022

Cardholder Name: Lance Hopkinson



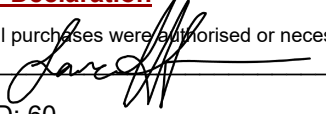
JSKR VISA Purchasing Card (Client Expenses)

Date	Details	Approval	Receipt	Amount (\$AUD)	
GL Code	CC Code	Department	Net	Tax	Gross
02 Aug 2022	Demco Software	317-3522188	Approval Req'd		\$799.60
27160	129	1106	\$799.60	\$0.00	\$799.60
Purchase (USD 551.25) Demco Software BOOKING SYSTEM SOFTWARE					
04 Aug 2022	Woolworths/Cottesloe Grov Cottesloe		Approval Req'd		\$3.10
28770	139	1106	\$2.82	\$0.28	\$3.10
Purchase Woolworths/Cottesloe Grov kitchen supplies					
04 Aug 2022	Mosman Park Iga Mosman Park		Approval Req'd		\$98.17
28770	139	1106	\$89.25	\$8.92	\$98.17
Purchase Mosman Park Iga Sindy Leaving					
04 Aug 2022	Simply Beautiful Biscu Mosman Park		Approval Req'd		\$40.00
28770	139	1106	\$36.36	\$3.64	\$40.00
Purchase Simply Beautiful Biscu Sindy Leaving					
09 Aug 2022	Woolworths/Cottesloe Grov Cottesloe		Approval Req'd		\$8.50
28770	139	1106	\$7.73	\$0.77	\$8.50
Purchase Woolworths/Cottesloe Grov JP supplies					
09 Aug 2022	Peppermint News Agc Peppermint Gr		Approval Req'd		\$266.20
27180	139	1106	\$242.00	\$24.20	\$266.20
Purchase Peppermint News Agc NEWSPAPERS					
13 Aug 2022	Perths Own Stationery Maylands		Approval Req'd		\$260.82
27250	139	1106	\$237.11	\$23.71	\$260.82
Purchase Perths Own Stationery Library book covering					
15 Aug 2022	Woolworths/Cottesloe Grov Cottesloe		Approval Req'd		\$2.60
28770	139	1106	\$2.36	\$0.24	\$2.60
Purchase Woolworths/Cottesloe Grov kitchen supplies					
15 Aug 2022	Bale Data Services Landsdale		Approval Req'd		\$96.76
27250	139	1106	\$87.96	\$8.80	\$96.76
Purchase Bale Data Services Printer rolls					
14 Aug 2022	Adobe Creative Cloud Sydney		Approval Req'd		\$43.99
27160	129	1005	\$39.99	\$4.00	\$43.99
Purchase Adobe Creative Cloud ADOBE SOFTWARE					
16 Aug 2022	Woolworths/Cottesloe Grov Cottesloe		Approval Req'd		\$9.10
28770	139	1106	\$8.27	\$0.83	\$9.10
Purchase Woolworths/Cottesloe Grov jp supplies					

15 Aug 2022	Aus Copyright Council Redfern	Approval Req'd		\$360.00	
28530	129	1106	\$327.27	\$32.73	\$360.00
Purchase Aus Copyright Council copyright training Local History					
22 Aug 2022	Officeworks 0604 Fremantle	Approval Req'd		\$128.00	
27250	139	1005	\$116.36	\$11.64	\$128.00
Purchase Officeworks 0604 ink					
22 Aug 2022	Booktopia Pty Ltd Rhodes	Approval Req'd		\$121.67	
28470	139	1106	\$110.61	\$11.06	\$121.67
Purchase Booktopia Pty Ltd Adult books					
24 Aug 2022	Ebsco Australia Subs North Sydney	Approval Req'd		\$980.13	
27160	129	1106	\$891.03	\$89.10	\$980.13
Purchase Ebsco Australia Subs Ebsco choice emag renewal					
24 Aug 2022	Onemusic Australia Ultimo	Approval Req'd		\$261.78	
28770	129	1106	\$237.98	\$23.80	\$261.78
Purchase Onemusic Australia public music licence					
25 Aug 2022	Collins Booksellers Cottesloe	Approval Req'd		\$891.59	
28470	139	1106	\$810.54	\$81.05	\$891.59
Purchase Collins Booksellers Adult books					
29 Aug 2022	Account Fees	No Appr Req'd		\$6.82	
27130	129	1106	\$6.20	\$0.62	\$6.82
Account Fees Cc Fp User Fee bank fees					
Total for this period:				\$4,378.83	

Cardholder Declaration

I declare that all purchases were authorised or necessarily incurred on behalf of the company.

Signature 

Dated 03 / 09 / 2022

Employee ID: 60

Approved By

Signature 

Dated 5/09/2022

On Completion

ALL Receipts should be attached to this form and then forwarded to your P-Card Administrator



ORDINARY COUNCIL MEETING

8.4.2 – Financial Statements for the
period ended 30 September 2022



INTERIM MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
For the period ending 30 September 2022

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

TABLE OF CONTENTS

Statement of Financial Activity by Nature or Type	2
Statement of Financial Activity Information	3
Statement of Financial Position	4
Key Terms and Descriptions	5
Executive Summary - Key Information	6
Receivables	7
Payables	8
Rates Revenue	9
Disposal of Assets	10
Capital Acquisitions	11
Borrowings	12
Cash Reserves	13
Trust Funds	14

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022

BY NATURE OR TYPE

	Ref Note	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	%	
Opening funding surplus / (deficit)	1(c)	291,286	291,286	291,286	0.00%	
Revenue from operating activities						
Rates	5	3,543,610	2,827,688	3,545,816	25.40%	▲
Operating grants, subsidies and contributions	12	1,253,319	304,172	305,899	0.57%	
Fees and charges		374,961	121,914	102,087	(16.26%)	▼
Interest earnings		31,165	8,500	16,965	99.59%	▲
Other revenue		7,442	100	0	(100.00%)	
Profit on disposal of assets	6	28,725	0	12,035	0.00%	▲
		5,239,222	3,262,374	3,982,802	22.08%	
Expenditure from operating activities						
Employee costs		(2,216,982)	(548,436)	(537,571)	1.98%	
Materials and contracts		(2,227,897)	(545,187)	(455,362)	16.48%	▲
Utility charges		(114,804)	(28,753)	(24,823)	13.67%	
Depreciation on non-current assets		(582,289)	(145,573)	(141,924)	2.51%	
Interest expenses		(53,192)	0	0	0.00%	
Insurance expenses		(104,280)	(52,140)	(50,242)	3.64%	
Other expenditure		(114,050)	(36,413)	(28,779)	20.97%	▲
Loss on disposal of assets	6	0	0	0	0.00%	
		(5,413,494)	(1,356,502)	(1,238,701)	8.68%	
Non-cash amounts excluded from operating activities	1(a)	553,564	145,573	129,889	(10.77%)	▼
Amount attributable to operating activities		379,292	2,051,445	2,873,990	40.10%	
Investing activities						
Proceeds from non-operating grants, subsidies and contributions	13	0	0	0	0.00%	
Proceeds from disposal of assets	6	105,000	22,000	26,364	19.84%	
Proceeds from financial assets at amortised cost - self supporting loans	8	0	0	0	0.00%	
Payments for financial assets at amortised cost - self supporting loans	8		(200,000)	0	100.00%	▲
Payments for property, plant and equipment	7	(598,500)	(50,000)	(44,579)	10.84%	▲
		(493,500)	(228,000)	(18,215)	92.01%	
Non-cash amounts excluded from investing activities	1(b)	0	0	0	0.00%	
Amount attributable to investing activities		(493,500)	(228,000)	(18,215)		
Financing Activities						
Proceeds from new debentures	8	200,000	0	0	0.00%	
Transfer from reserves	10	0	0	0	0.00%	
Repayment of debentures	8	(36,336)	0	0	0.00%	
Transfer to reserves	10	(310,447)	0	0	0.00%	
Amount attributable to financing activities		(146,783)	0	0		
Closing funding surplus / (deficit)	1(c)	30,295	2,114,731	3,147,061		

KEY INFORMATION

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

Refer to Note 15 for an explanation of the reasons for the variance.

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

(a) Non-cash items excluded from operating activities

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

	Notes	Adopted Budget	YTD Actual (b)
Non-cash items excluded from operating activities			
		\$	\$
Adjustments to operating activities			
Less: Profit on asset disposals	6	(28,725)	(12,035)
Add: Loss on asset disposals	6	0	0
Add: Depreciation on assets		582,289	141,924
Total non-cash items excluded from operating activities		553,564	129,889

(b) Adjustments to net current assets in the Statement of Financial Activity

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

		Last Year Closing 30 June 2022	Year to Date 30 September 2022
Adjustments to net current assets			
Less: Reserves - restricted cash	10	(1,671,204)	(1,671,204)
Less: Profit on Disposal		30,473	12,035
Add: Borrowings	8	36,822	36,821
Add: Provisions - employee	11	203,996	203,996
Add: Lease liabilities	9	14,497	14,497
Add: Less Provision Reserve		(156,750)	(156,749)
Total adjustments to net current assets		(1,542,166)	(1,560,604)

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

Current assets			
Cash and cash equivalents	2	2,217,957	3,508,499
Rates receivables	3	23,656	1,476,566
Receivables	3	17,603	90,665
Less: Current liabilities			
Payables	4	(170,449)	(112,751)
Borrowings	8	(36,822)	(36,821)
Lease liabilities	9	(14,497)	(14,497)
Provisions	11	(203,996)	(203,996)
Less: Total adjustments to net current assets	1(b)	(1,542,166)	(1,560,604)
Closing funding surplus / (deficit)		291,286	3,147,061

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.

Liabilities under transfers to acquire or construct non-financial assets to be controlled by the entity

**STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

	NOTE	2022 \$	2021 \$
CURRENT ASSETS			
Cash and cash equivalents	2	3,496,899	2,253,487
Trade and other receivables	3	1,567,231	89,329
TOTAL CURRENT ASSETS		5,064,130	2,342,816
NON-CURRENT ASSETS			
Hide Trade and other receivables	3	0	0
Hide Other financial assets	5	0	
Investment in associate		111,327	111,327
Property, plant and equipment		15,786,477	15,836,110
Infrastructure		14,504,919	14,566,943
Right-of-use assets		28,761	28,761
TOTAL NON-CURRENT ASSETS		30,431,484	30,543,141
TOTAL ASSETS		35,495,614	32,885,957
CURRENT LIABILITIES			
Trade and other payables	5	112,751	263,307
Lease liabilities	10	14,497	14,497
Borrowings	9	36,821	36,822
Employee related provisions	12	203,996	203,995
TOTAL CURRENT LIABILITIES		368,065	518,621
NON-CURRENT LIABILITIES			
Lease liabilities	13(a)	65,237	65,237
Borrowings	14(a)	606,435	606,435
Employee related provisions	15	3,117	3,117
TOTAL NON-CURRENT LIABILITIES		674,789	674,789
TOTAL LIABILITIES		1,042,854	1,193,410
NET ASSETS		34,452,760	31,692,547
EQUITY			
Retained surplus		12,483,133	9,722,917
Reserves - cash backed	5	1,671,204	1,671,204
Revaluation surplus	11	20,298,423	20,298,424
TOTAL EQUITY		34,452,760	31,692,545

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

KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 30 SEPTEMBER 2022

REVENUE

RATES

All rates levied under the *Local Government Act 1995*. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Exclude administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refers to all amounts received as grants, subsidies and contributions that are not non-operating grants.

NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of identifiable non financial assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. *Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

INTEREST EARNINGS

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

PROFIT ON ASSET DISPOSAL

Excess of assets received over the net book value for assets on their disposal.

NATURE OR TYPE DESCRIPTIONS

EXPENSES

EMPLOYEE COSTS

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Shortfall between the value of assets received over the net book value for assets on their disposal.

DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

INTEREST EXPENSES

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 30 SEPTEMBER 2022

EXECUTIVE SUMMARY

Funding surplus / (deficit) Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$291,286	\$291,286	\$291,286	\$0
Closing	\$30,295	\$2,114,731	\$3,147,061	\$1,032,330

Cash and cash equivalents			Payables			Receivables		
	\$3,496,899	% of total		\$60,986	% Outstanding		\$1,567,231	% Collected
Unrestricted Cash	\$1,825,693	52.2%	Trade Payables	\$52,139		Rates Receivable	\$1,476,566	58.6%
Restricted Cash	\$1,671,206	47.8%	0 to 30 Days	\$368,066	100.0%	Trade Receivable	\$390,711	% Outstanding
			30 to 90 Days	\$0	0.0%	30 to 90 Days	\$3,545,816	908.4%
			Over 90 Days	\$112	0%	Over 90 Days	-\$3,158,655	-808.4%

Key Operating Activities

Rates Revenue			Operating Grants and Contributions			Fees and Charges		
YTD Actual	\$3,545,816	% Variance	YTD Actual	\$305,899.00	% Variance	YTD Actual	\$102,087	% Variance
YTD Budget	\$2,827,688	25.4%	YTD Budget	\$304,172.00	0.6%	YTD Budget	\$121,914	(16.3%)

Key Investing Activities

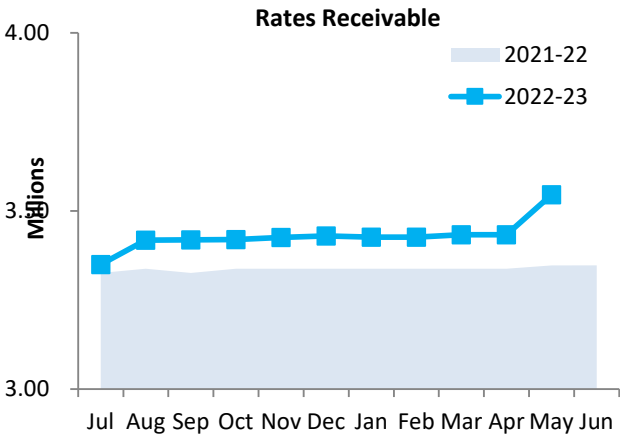
Proceeds on sale			Asset Acquisition			Capital Grants		
YTD Actual	\$26,364	%	YTD Actual	\$44,579	% Spent	YTD Actual	\$0	% Received
Adopted Budget	\$105,000	(74.9%)	Adopted Budget	\$598,500	(92.6%)	Adopted Budget	\$0	

Key Financing Activities

Borrowings		Reserves		Lease Liability	
Principal repayments	\$0	Reserves balance	\$1,671,204	Principal repayments	\$0.00
Interest expense	\$0	Interest earned	\$0.00	Interest expense	\$0.00
Principal due	\$691,029			Principal due	\$0.00

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

Rates receivable	30 Jun 2022	30 Sep 2022
	\$	\$
Opening arrears previous years	23,544	23,656
Levied this year	3,345,071	3,545,815
Less - collections to date	(3,344,959)	(2,092,905)
Equals current outstanding	23,656	1,476,566
Net rates collectable	23,656	1,476,566
% Collected	99.3%	58.6%

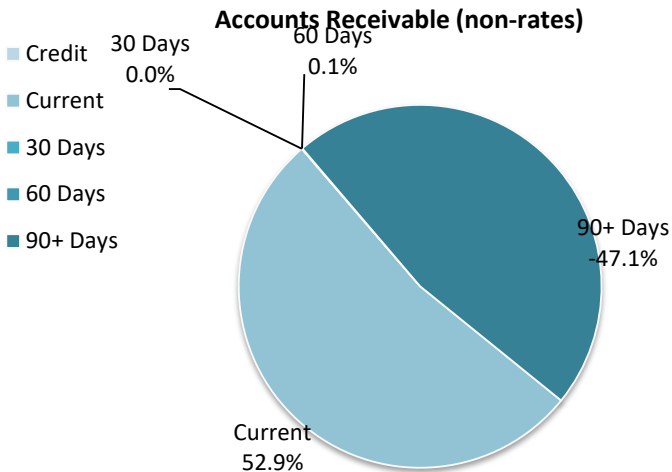


Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	0	3,545,816	0	3,550	(3,158,655)	390,711
Percentage	0.0%	907.5%	0%	0.9%	-808.4%	
Balance per trial balance						
Sundry receivable			0	0	0	390,711
GST receivable			0	0	0	0
FESA Levy Clearing			0	0	0	(300,046)
Total receivables general outstanding						90,665

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for impairment of receivables is raised when there is objective evidence that they will not be collectible.

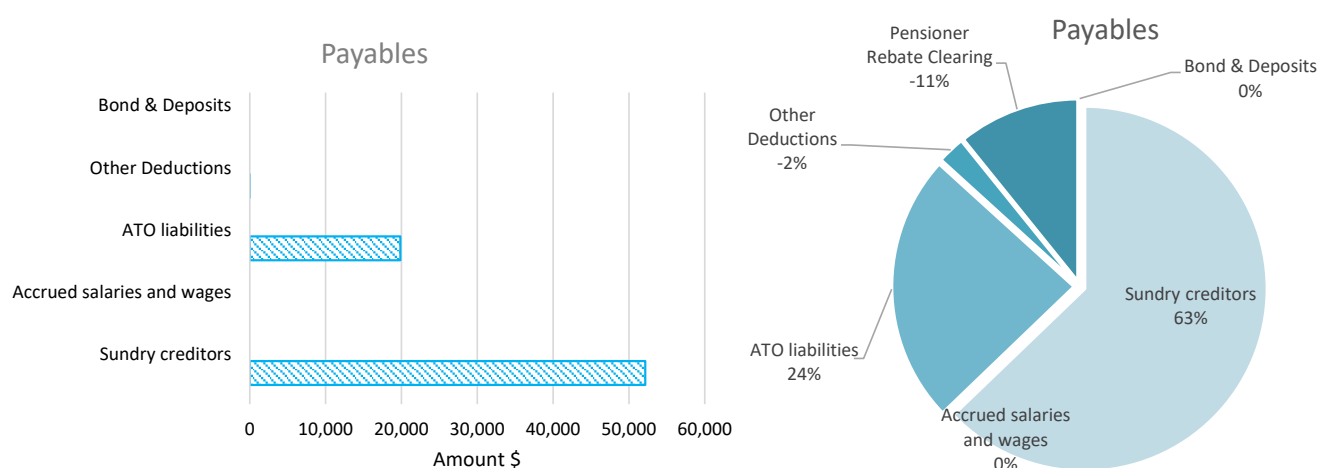


Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	368,066	0	0	112	368,178
Percentage	0%	100%	0%	0%	0%	
Balance per trial balance						
Sundry creditors			0	0	0	52,139
Accrued salaries and wages			0	0	0	0
ATO liabilities			0	0	0	19,853
Other Deductions			0	0	0	(2,036)
Pensioner Rebate Clearing			0	0	0	(8,970)
Bond & Deposits			0	0	0	0
Total payables general outstanding						60,986

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

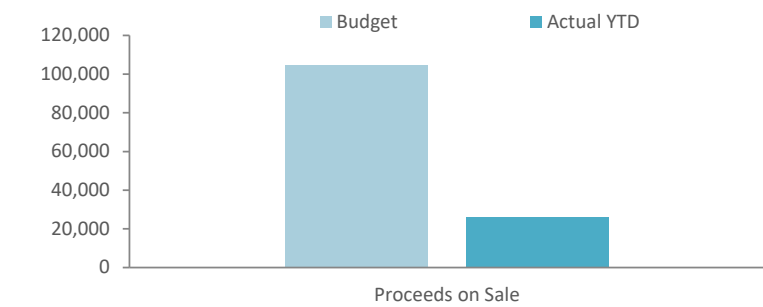


NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022

OPERATING ACTIVITIES
NOTE 5
RATE REVENUE

General rate revenue	Budget							YTD Actual			Total Revenue
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	
RATE TYPE				\$	\$	\$	\$	\$	\$	\$	\$
Gross rental value											
General rental valuations	0.0892	553	38,527,821	3,436,691	14,000	0	3,450,691	3,446,097	6,790		3,452,887
Sub-Total		553	38,527,821	3,436,691	14,000	0	3,450,691	3,446,097	6,790	0	3,452,887
Minimum payment	Minimum \$										
Gross rental value											
General rental valuations							0				0
General Rates	1,452	64	810,290	92,928	0	0	92,928	92,928	0	0	92,928
Sub-total		64	810,290	92,928	0	0	92,928	92,928	0	0	92,928
Total general rates							3,543,619				3,545,815

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book	Proceeds	Profit	(Loss)	Net Book	Proceeds	Profit	(Loss)
		Value				Value			
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
	Plant	76,275	105,000	28,725	0	14,329	26,364	12,035	0
		76,275	105,000	28,725	0	14,329	26,364	12,035	0



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022

FINANCING ACTIVITIES

NOTE 8

BORROWINGS

Repayments - borrowings

Information on borrowings		Loan No.	1 July 2022	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars				Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$	\$
Recreation and culture											
Library Community Centre	41		691,029		0	0	36,336	691,029	654,693	0	53,192
			691,029	0	0	0	36,336	691,029	654,693	0	53,192
Self supporting loans											
Recreation and culture											
SSL- tennis Club	42		0	200,000		0		200,000			
			0	0	200,000	0	0	0	200,000	0	0
Total			691,029	0	200,000	0	36,336	691,029	854,693	0	53,192
Current borrowings			36,336					36,821			
Non-current borrowings			654,693					654,208			
			691,029					691,029			

All debenture repayments were financed by general purpose revenue.

Self supporting loans are financed by repayments from third parties.

KEY INFORMATION

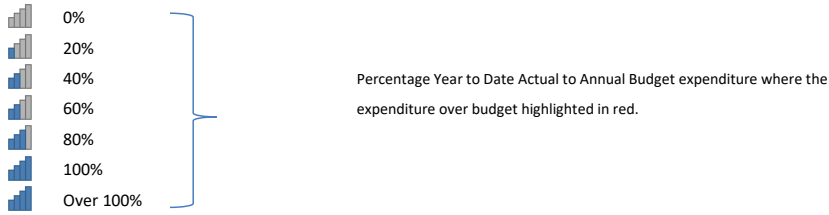
All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Cash backed reserve

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Road & Drainage Reserve	545,636	2,600	0	30,500	0	0	0	578,736	545,636
Library Reserve	35,233	725		20,000	0	0	0	55,958	35,233
Staff Leave Reserve	156,749	1,250		20,000	0	0	0	177,999	156,749
Building & Infrastructure Reserve	745,195	2,890		90,562	0	0	0	838,647	745,195
Plant Replacement Reserve	103,057	850		20,000	0	0	0	123,907	103,057
IT Reserve	24,270	295		0	0	0	0	24,565	24,270
Public Art Reserve	41,017	350		20,000	0	0	0	61,367	41,017
Legal Costs Reserve	20,047	425		0	0	0	0	20,472	20,047
Investment Reserve	0			100,000	0			100,000	0
	1,671,204	9,385	0	301,062	0	0	0	1,981,651	1,671,204

Capital expenditure total

Level of completion indicators



Level of completion indicator, please see table at the end of this note for further detail.

Adopted

Proposed Date of Project		Capex	Account Description	Budget	YTD Budget	YTD Actual	Variance (Under)/Over
LAND & BUILDINGS							
	March 2023	Renewal	Design main entry weather protection structure	7,500			
	December 2022	Renewal	Painting works	5,000			
	December 2022	Renewal	Renewal works for appliances, furniture, fixtures	15,000		0	0
	December 2022	Renewal	Damp treatment to Storeroom	15,000		0	0
	December 2022	Renewal	Replace decking- Stage 1	35,000		0	0
	December 2022	Renewal	Replace library and lift foyer entrance mats	5,000			
	August 2022	Renewal	Renewal of Depot Works area	15,000			
	October 2022	Renewal	Air Conditioning repairs	15,000			
	December 2022	Renewal	Painting Works- Office	3,000			
	December 2022	Renewal	Minor renewal works for appliances	6,000	0	0	0
	December 2022	Renewal	replacement of IT Equipment- Library	20,000			
PLANT & EQUIPMENT							
	June 2023	Renewal	Minor Plant	3,000		0	0
	March 2023	Renewal	Park Utility	39,000	0	0	0
	November 2022	Renewal	Manager Infrastructure	51,000	0	0	0
	March 2023	Renewal	Mower	25,000	25,000	12,766	12,234
INFRASTRUCTURE ROADS							
	December 2022	Renewal	Leake Street Median Island	30,000	0		0
	June 2023	Renewal	Stiling Hwy/ Johnston Street Disability Access	35,000	0		0
INFRASTRUCTURE FOOTPATHS							
	June 2023	Renewal	Minor paths works	20,000	0	0	0
	June 2023	Renewal	Minor kerb renewal works	10,000	0	0	0
INFRASTRUCTURE DRAINS							
	June 2023	Renewal	Drainage renewal works	90,000	10,000	4,040	5,960
	June 2023	new	Drainage- Cnr Bayview Tce & Keane	20,000	20,000	18,141	1,859
INFRASTRUCTURE PARKS & RESERVES							
	June 2023	Renewal	Renewal of Street furniture-LRCIP phase 3	64,000	10,000	9,632	368
	June 2023	Renewal	Administration Building Surrounds- Bollard Lights	10,000	0	0	0
INFRASTRUCTURE OTHER							
	October 2021	New	Variable Message Display and parking count system	60,000	0	0	0
				598,500	65,000	44,579	20,421

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 SEPTEMBER 2022**

**NOTE 14
TRUST FUND**

Funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Description	Opening Balance 1 July 2022	Amount Received	Amount Paid	Closing Balance 30 Sep 2022
	\$	\$	\$	\$
Manor Hill Bonds	6,250	1,050		7,300
Footpath Bond	102,610	20,000	(10,000)	112,610
LEMC Funding	0			0
	108,860	21,050	(10,000)	119,910



ORDINARY COUNCIL MEETING

8.5.1 – Matters for Information and Noting

Matters for Information and Noting

Building Permits Issued September 2022

Application Number	Location	Construction Type	Delegated Authority
BA 2022 / 00039	29B View Street	Swimming Pool Isolation Barrier	Delegated

Planning Approvals and Notices Issued September 2022

Application Number	Location	Delegated Authority
DA 2022 / 00021	20 Bay View Terrace	Delegated
DA 2022 / 00026	460-476 Stirling Highway	Delegated

No Infringements Issued September 2022

Library Statistics

Library Statistics	September 2022	September 2021	September 2020
Loans	18,800	18,248	16,615
New Borrowers	98	265	302

RECYCLING TONNAGES & PRODUCT TONNAGES

August 2022



PRODUCT	Product - Percentage	Product - Tonnes
AL CANS	0.47	0.09
MIXED PAPER	23.18	4.35
ONP	7.89	1.48
OCC - CARDBOARD	16.12	3.02
STEEL	3.06	0.57
GLASS	20.69	3.88
MIXED PLASTICS	1.06	0.20
PET	1.76	0.33
HDPE	2.02	0.38
TOTAL RECOVERED	76.25	14.30
WASTE / CONTAMINATION	23.75	4.45
MONTHLY TOTAL	100.00	18.75

