



MINUTES

**For the Ordinary Council Meeting
Held on
Tuesday, 17 April 2012
6.00pm
City of Albany Council Chambers**

CITY OF ALBANY STRATEGIC PLAN (2011-2021)

The City of Albany Strategic Plan was adopted by Council on 16 August 2011 and is available at www.albany.wa.gov.au

The Plan states our vision and values as:

VISION

Western Australia's most sought after and unique regional city to live, work and visit.

VALUES

The values of the City of Albany apply to elected members and staff who commit to:

- Results
- Ethical behaviour
- Accountability
- Leadership

ORDINARY COUNCIL MEETING
MINUTES – 17/04/2012
** REFER DISCLAIMER **

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5.0 REPORTS – WORKS & SERVICES

5.1	Contract C11023-Supply and Delivery of Concrete Drainage Products	
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WITHDRAWN

XIV. MOTIONS WITH NOTICE Nil.

XV. MOTIONS OF WHICH NOTICE WAS GIVEN AT THE PREVIOUS MEETING

15.1	Notice of Motion by Councillor Bostock-Designation of Senior Staff	
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XVI. URGENT BUSINESS APPROVED BY DECISION OF THE MEETING.

16.1	Motion by Mayor Wellington-Anzac	
16.2	Motion by Councillor Attwell-Rescission of Council Resolution	

XVII. REQUEST FOR REPORTS FOR FUTURE CONSIDERATION

XVIII. ANNOUNCEMENT OF NOTICES OF MOTIONS TO BE DEALT WITH AT THE NEXT MEETING

IX. ITEMS TO BE DEALT WITH WHILE THE MEETING IS CLOSED TO MEMBERS OF THE PUBLIC

XX. NEXT ORDINARY MEETING DATE

XXI. CLOSURE OF MEETING

I. DECLARATION OF OPENING AND ANNOUNCEMENT OF VISITORS

The Mayor declared the meeting open at 6.00pm.

II. OPENING PRAYER

The Mayor read the opening prayer.

“Heavenly Father, we thank you for the peace and beauty of this area. Direct and prosper the deliberations of this Council for the advancement of the City and the welfare of its people. Amen.”

ITEM 2.0: RESOLUTION

VOTING REQUIREMENT: SIMPLE MAJORITY

MOVED: COUNCILLOR HOLDEN

SECONDED: COUNCILLOR GREGSON

THAT Standing Order 3.1 be SUSPENDED to allow recording of proceedings.

CARRIED 13-0

III. ANNOUNCEMENTS BY MAYOR AND COUNCILLORS WITHOUT DISCUSSION

6.01pm Councillor Dufty

Councillor Dufty’s tabled address is detailed at Appendix B.

The Mayor presented his report to Council. The Mayors report is detailed at Appendix B.

ITEM 3.0: RESOLUTION

VOTING REQUIREMENT: SIMPLE MAJORITY

MOVED: COUNCILLOR DOWLING

SECONDED: COUNCILLOR GREGSON

THAT the Mayor’s Report be RECEIVED.

CARRIED 13-0

IV. RESPONSE TO PREVIOUS UNANSWERED QUESTIONS FROM PUBLIC

Nil.

V. PUBLIC QUESTION AND STATEMENT TIME

Each person asking questions or making comments at the Open Forum will be **LIMITED** to a time period of **4 MINUTES** to allow all those wishing to comment an opportunity to do so.

Mr John Bray (Did not give address)

Summary of key points:

- Item 2.2
- Representing the proponent, existing shed will not accommodate larger caravan.
- If caravan cannot be housed in an extension to the existing outbuilding, it will cause deterioration of its condition.

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VI. RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE (PREVIOUSLY APPROVED)

Mayor	D Wellington
Councillors:	
Breaksea Ward	V Calleja
Breaksea Ward	R Hammond
Frederickstown Ward	C Dowling
Frederickstown Ward	G Stocks
Kalgan Ward	C Holden
Kalgan Ward	Y Attwell
West Ward	G Gregson
West Ward	D Dufty
Yakamia Ward	A Hortin JP
Yakamia Ward	R Sutton
Vancouver Ward	D Bostock
Vancouver Ward	S Bowles
Staff:	
Chief Executive Officer	F James
Executive Director Community Services	L Hill
Acting Executive Director Planning & Development Services	S Lenton
Executive Director Works & Services	S Grimmer
Minutes	J Williamson C Crane

Public: 2 members of the media and approximately 40 members of the public were in attendance.

Apologies: Nil.

VII. APPLICATIONS FOR LEAVE OF ABSENCE

ITEM 7: RESOLUTION 1

**MOVED: COUNCILLOR SUTTON
SECONDED: COUNCILLOR DOWLING**

THAT Councillor Gregson be granted leave of absence for May.

CARRIED 13-0

ITEM 7.0: RESOLUTION 2

**MOVED: COUNCILLOR BOWLES
SECONDED: COUNCILLOR SUTTON**

THAT Councillor Bowles be granted leave of absence for May.

CARRIED 13-0

VIII. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

ITEM 8.0: RESOLUTION 1

**MOVED: COUNCILLOR DUFTY
SECONDED: COUNCILLOR GREGSON**

THAT the minutes of the Ordinary Council Meeting held on 20 March 2012, as previously distributed, be CONFIRMED as a true and accurate record of proceedings.

CARRIED 13-0

ITEM 8.0: RESOLUTION 2

**MOVED: COUNCILLOR HORTIN
SECONDED: COUNCILLOR DOWLING**

THAT the minutes of the Special Council Meeting held on 3 April 2012, as previously distributed, be CONFIRMED as a true and accurate record of proceedings.

CARRIED 13-0

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IX. DECLARATIONS OF INTEREST

Name	Item Number	Nature of Interest
Councillor Bowles	4.1	Impartiality. Councillor Bowles has a personal, business and sponsorship relationship with Paperbark Merchants. Councillor Bowles left the Chamber and did not participate in the discussion or vote.
Councillor Stocks	4.1	Financial. Councillor Stocks is a shareholder in a temporary labour hire company listed for payment in this month's accounts. Councillor Stocks left the Chamber and did not participate in the discussion or vote.

X. IDENTIFICATION OF MATTERS FOR WHICH THE MEETING MAY SIT BEHIND CLOSED DOORS

16.1: Motion By Mayor Wellington-Anzac

16.2: Motion By Councillor Attwell-Revocation of Previous Council Decision

XI. PETITIONS, DEPUTATIONS AND PRESENTATIONS

XII. ADOPTION OF RECOMMENDATIONS EN BLOC

RISK MANAGEMENT FRAMEWORK

The City of Albany Organisational Risk Management Framework, which will be used as a Reference Document for the “Risk Identification and Mitigation” Section for all Papers in the Agenda, has been previously distributed to all Elected Members.

1.1: AUDIT & FINANCE COMMITTEE MINUTES

Proponent : City of Albany
Attachments :

- Minutes of the confirmed Audit & Finance Committee Meeting held on 14 February 2012

Responsible Officer(s) : Chief Executive Officer (F James)

IN BRIEF

- Receive the confirmed minutes of the Audit and Finance Committee meeting held on 14 February 2012.

ITEM 1.1: COMMITTEE RECOMMENDATION 1**VOTING REQUIREMENT: SIMPLE MAJORITY**

MOVED: COUNCILLOR GREGSON
SECONDED: COUNCILLOR BOWLES

THAT the confirmed minutes of the Audit and Finance Committee meeting held on 14 February 2012 be RECEIVED.

CARRIED 12-1**Record of Vote**

Against the Motion: Councillor Bostock

ITEM 1.1: COMMITTEE RECOMMENDATION 2**VOTING REQUIREMENT: SIMPLE MAJORITY**

MOVED: COUNCILLOR CALLEJA
SECONDED: COUNCILLOR STOCKS

THAT Council:

- Invite Expressions of Interest regarding potential contract management of ALAC;**
- Proceed to prepare for the possibility of outsourcing to a reputable Leisure Centre Facility Management Group;**
- The City undertake more detailed business comparisons between received Expressions of Interest and a City owned and managed model over a five year period.**

CARRIED 13-0

03/04/2012

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**ITEM 1.1: COMMITTEE RECOMMENDATION 3
VOTING REQUIREMENT: SIMPLE MAJORITY****MOVED: COUNCILLOR SUTTON
SECONDED: COUNCILLOR BOWLES****THAT Council:**

1. Direct the CEO to pursue, to the full extent of the law, the City's rights under agreements it has with WaterCorp and Great Southern Liquid Waste, balancing enforcement of those legal rights with an economical and commercial resolution regarding any legal breaches by the parties.
2. Direct the CEO to negotiate with WaterCorp improved contractual agreements between WaterCorp and the City, including the possibility of selling the City's share of the Albany Septage Waste Facility to WaterCorp or another entity.

CARRIED 13-0**ITEM 1.1: COMMITTEE RECOMMENDATION 4
VOTING REQUIREMENT: SIMPLE MAJORITY****MOVED: COUNCILLOR GREGSON
SECONDED: COUNCILLOR DOWLING****THAT Council ENDORSE the Enterprise Risk Management Policy and agree to receive monthly reports on all risks rated high or extreme.****CARRIED 13-0****ITEM 1.1: COMMITTEE RECOMMENDATION 5
VOTING REQUIREMENT: SIMPLE MAJORITY****MOVED: COUNCILLOR HORTIN
SECONDED: COUNCILLOR BOWLES****THAT a Certified Copy of the Compliance Audit Return be ENDORSED by Council and any additional information explaining or quantifying the compliance audit is to be submitted to the Director General of the Department of Local Government.****CARRIED 13-0****ITEM 1.1: COMMITTEE RECOMMENDATION 6
VOTING REQUIREMENT: SIMPLE MAJORITY****MOVED: COUNCILLOR GREGSON
SECONDED: COUNCILLOR WELLINGTON****THAT a panel of suppliers is established for:**

1. The provision of Employment Services (Labour Hire); and
2. The provision of Legal Services

CARRIED 12-1**Record of Vote**

Against the Motion: Councillor Bostock

17/04/2012

REFER DISCLAIMER

1.1.1: GOVERNANCE COMMITTEE

Proponent : City of Albany
Attachments : Minutes of the Governance Committee Meeting held on 14 February 2012
Responsible Officer(s) : Chief Executive Officer (F James)

**ITEM 1.1.1: COMMITTEE RECOMMENDATION 1
VOTING REQUIREMENT: SIMPLE MAJORITY**

**MOVED: COUNCILLOR CALLEJA
SECONDED: COUNCILLOR HOLDEN**

THAT the confirmed minutes of the Governance Committee meeting held on 14 February 2012, be RECEIVED.

CARRIED 13-0**ITEM 1.1.1: COMMITTEE RECOMMENDATION 2
VOTING REQUIREMENT: SIMPLE MAJORITY**

**MOVED: COUNCILLOR DUFTY
SECONDED: COUNCILLOR SUTTON**

- 1. THAT the Mr Warren Marshall's resignation from the Planning and Development Committee be NOTED.**
- 2. THAT no other non-Councillor members be appointed to the Planning and Development Committee, and the Terms of Reference for the Planning and Development Committee be amended to reflect this.**

CARRIED 13-0**ITEM 1.1.1: COMMITTEE RECOMMENDATION 3
VOTING REQUIREMENT: SIMPLE MAJORITY**

**MOVED: COUNCILLOR HORTIN
SECONDED: COUNCILLOR DOWLING**

- 1. THAT the Terms of Reference for the Marketing Albany Committee be amended to add one additional community member to the Committee; and**
- 2. THAT Mr Rod Harris be appointed as a member of the Marketing Albany Committee**

CARRIED 13-0

17/04/2012

REFER DISCLAIMER

**ITEM 1.1.1: COMMITTEE RECOMMENDATION 4
VOTING REQUIREMENT: SIMPLE MAJORITY****MOVED: COUNCILLOR BOWLES
SECONDED: COUNCILLOR CALLEJA****THAT:**

1. Councillor Bowles be appointed as Council Representative to the South Coast Management Group Committee; AND
2. That all Councillors sitting on external (non Council) committees provide minutes of those committees to all Councillors.

CARRIED 13-0**ITEM 1.1.1: COMMITTEE RECOMMENDATION 5
VOTING REQUIREMENT: ABSOLUTE MAJORITY****MOVED: COUNCILLOR CALLEJA
SECONDED: COUNCILLOR DUFTY****THAT all Council Committee Terms of Reference be amended to include the clause:****That should a non-Council-member Committee member not attend three consecutive Committee meetings without an approved leave of absence from the Committee, that Committee member will automatically be removed as a Committee member.****CARRIED 13-0****ITEM 1.1.1: COMMITTEE RECOMMENDATION 6
VOTING REQUIREMENT: SIMPLE MAJORITY****THAT the Terms of Reference for the following Committees of Council be amended to reflect that those Committee meetings be held QUARTERLY:**

1. Seniors Committee
2. Cultural and Community Development Committee
3. Environment and Reserves Committee
4. Marketing Albany Committee

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**ITEM 1.1.1: AMENDED MOTION BY COUNCILLOR DUFTY
VOTING REQUIREMENT: SIMPLE MAJORITY****MOVED: COUNCILLOR DUFTY
SECONDED: COUNCILLOR BOSTOCK****THAT the Terms of Reference for the following Committees of Council be amended to reflect that those Committee meetings be held QUARTERLY:**

- 1. Cultural and Community Development Committee**
- 2. Environment and Reserves Committee**
- 3. Marketing Albany Committee**

The Seniors Committee meetings continue to be held MONTHLY.**CARRIED 12-1****Record of Vote**

Against the Motion: Mayor Wellington

1.2: COMMON SEAL AND EXECUTED DOCUMENTS UNDER DELEGATION REPORTS

Responsible Officer : Chief Executive Officer (F James)
Attachments : Common Seal Report

IN BRIEF

- Receive the Common Seal Reports for March 2012, which include decisions made by Delegated Authority

ITEM 1.2: RESPONSIBLE OFFICER RECOMMENDATION

MOVED: COUNCILLOR DOWLING
SECONDED: COUNCILLOR BOWLES

THAT the Common Seal Report for March 2012 be RECEIVED.

CARRIED 13-0

NCSR1222815 RD.RDC.1
COPY OF COMMON SEAL
ITEM: 4.6.15 OCM: 15.03.11
REF: TEMPORARY ROAD CLOSURE
PARTIES: CITY OF ALBANY AND ALBANY TRIATHLON CLUB, ALBANY ATHLETICS CLUB, ALBANY CYCLING CLUB, WA STATE MASTERS GAMES INC
MAYOR AND CEO 1 COPY

NCSR 1222856 A218712
COPY OF COMMON SEAL
ITEM: 4.6 OCM: 15.03.11
REF: SALE OF LOT 406 (12) GIFFORD STREET LOCKYER - TRANSFER OF LAND FORM
PARTIES: CITY OF ALBANY AND HHG LEGAL GROUP
MAYOR AND CEO 1 COPY

NCSR1222891 138641
COPY OF COMMON SEAL
ITEM: N/A OCM: N/A
REF: RESTRICTIVE COVENANT - LOT 101 AND 102 MEAD RD, KALGAN
PARTIES: CITY OF ALBANY AND DIANNE PATRICIA MOSS AND GEORGE BERES AND LINDA MARGARET BERES
MAYOR AND CEO 3 COPIES

NCSR1222903 138641
COPY OF COMMON SEAL
ITEM: N/A OCM: N/A
REF: NOTIFICATION ON CERTIFICATE OF TITLE
PARTIES: CITY OF ALBANY AND DIANNE PATRICIA MOSS AND GEORGE BERES AND LINDA MARGARET BERES
MAYOR AND CEO 4 COPIES

NCSR1222911 GS.PRG.43
COPY OF COMMON SEAL
ITEM: 4.6 OCM: 15.03.11
REF: FUNDING AGREEMENT FOR AUSTRALIAN GOVERNMENT RE PURCHASE OF SECURITY SCREENING
PARTIES: CITY OF ALBANY AND AUSTRALIAN GOVERNMENT - DEPT. OF INFRASTRUCTURE AND TRANSPORT
MAYOR AND CEO 2 COPIES

NCSR1222925 PRO191
COPY OF COMMON SEAL
ITEM: 2.7 OCM: 19.10.2010
ITEM: 4.3.15 OCM: 14.12.2010
ITEM: 4.6 OCM: 15.03.2011
REF: DEED OF LEASE - CHEYNE BEACH HOLIDAY ACCOMMODATION
PARTIES: CITY OF ALBANY AND STANLEY GRAHAM WALLIS AND PATRICIA MARY WALLIS
MAYOR AND CEO 3 COPIES

NCSR1222928 C12002
COPY OF COMMON SEAL
ITEM: 5.4 OCM: 21.02.12
REF: CONTRACT C12002 - PFEIFFER ROAD UPGRADE STAGE 1
PARTIES: CITY OF ALBANY AND A.D. CONTRACTORS PTY LTD
MAYOR AND CEO 2 COPIES

NCSR1222929 C12003
COPY OF COMMON SEAL
ITEM: 5.5 OCM 21/02/12
REF: CONTRACT C12003 - LOWER DENMARK ROAD (SLK 11.93 -14.65)
PARTIES: CITY OF ALBANY AND A.D. CONTRACTORS PTY LTD
MAYOR AND CEO 2 COPIES

NCSR1222930 AMD275
COPY OF COMMON SEAL
ITEM: 1.2 OCM:14.12.10
TEM: 2.1 OCM: 19.7.11
REF: REZONING LOT 600 PINE RISE, KALGAN
PARTIES: CITY OF ALBANY AND P & S LIDDIARD
MAYOR AND CEO 3 COPIES

NCSR1222967 C11020
COPY OF COMMON SEAL
ITEM: 5.3 OCM: 21.02.12
REF: CONTRACT C11020 - PALMDALE ROAD (SLK 4.80 - 5.90) RECONSTRUCTION
PARTIES: CITY OF ALBANY AND PALMER EARTHMOVING (AUSTRALIA) PTY LTD
MAYOR AND CEO 2 COPIES

NCSR1223221 PRO378
COPY OF COMMON SEAL
ITEM: 2.9 OCM: 16.11.2010
ITEM: 4.3.15 OCM: 14.12.2010
REF: DEED OF LEASE LOT 127 ROUNDHAY ST
PARTIES: CITY OF ALBANY AND ROBERT JAMES WOLFENDEN AND CHRISTINE
WOLFENDEN
MAYOR AND CEO 3 COPIES

NCSR1223224 143026
COPY OF COMMON SEAL
ITEM: N/A OCM: N/A
REF: NOTIFICATION UNDER CONDITION 4 OF WAPC APPROVAL (SUBDIVISION) AT
LOT 185 ADMIRAL STREET, LOCKYER
PARTIES: CITY OF ALBANY AND P HOAR AND FUTURE PROSPECTIVE PURCHASES
MAYOR AND CEO 1 COPY

NCSR1223258 140715
COPY OF COMMON SEAL
ITEM N/A OCM: N/A
REF: SECTION 70A NOTIFICATION LOT 42, 45 AND LOT 9000, 28 ROWLEY ST AND 10
GREY ST, ALBANY
PARTIES: CITY OF ALBANY AND WILLIAM JOHN RICHARDS AND URSULA DONZIEL
RICHARDS AND JOANNE MAREE MCLEOD
MAYOR AND CEO 1 COPY

EDR1222895 AMD178
EXECUTED DOCUMENT
ITEM: 2.10 OCM: 21.02.12
REF: DESIGNATING LOTS 50 & 51 MIDDLETON ROAD, MT CLARENCE AS A 'SPECIAL
ADDITIONAL USE SITE' 547.
PARTIES: CITY OF ALBANY AND KENDI NOMINEES PTY LTD ATF THE DARCY SMITH
FAMILY TRUST
SIGNED BY MAYOR AND CEO 1 COPY

EDR1222896 AMD312
EXECUTED DOCUMENT
ITEM: 2.7 OCM: 21.02.12
REF: REZONING BAYNET HEAD NORTH (OYSTER HARBOUR) NEIGHBOURHOOD
PARTIES: CITY OF ALBANY AND HOUSING AUTHORITY, LOWE PTY LTD, GREAT
SOUTHERN COMMUNITY HOUSING ASSOC. INC.
SIGNED BY CEO AND MAYOR 2 COPIES

EDR1222899 IM.OPT.8
EXECUTED DOCUMENT
ITEM: N/A OCM: N/A
REF: MOBILE PHONE TENDER UNDER WALGA PREFERRED SUPPLIER
PARTIES: CITY OF ALBANY AND TELSTRA AND WALGA
SIGNED BY CEO 1 COPY

EDR1222912 ES.PLA.1
EXECUTED DOCUMENT
ITEM: 4.6.9 OCM: 15/03/2011
REF: FIRE MITIGATION WORK
PARTIES: CITY OF ALBANY AND WATERCORP AND DEC
SIGNED BY CEO AND MAYOR 1 COPY

EDR1222934 C11006
EXECUTED DOCUMENT
ITEM: 4.6 OCM: 15.03.11
REF: COMMUNICATIONS STRATEGY PROPOSAL - PURCHASE ORDER
PARTIES: CITY OF ALBANY AND HANSON EXECUTIVE MANAGEMENT
SIGNED BY CEO AND MAYOR 1 COPY

EDR1222966 LE.INF.6
EXECUTED DOCUMENT
ITEM: 4.3.32 OCM: 14.12.10
ITEM: 4.3.36 OCM 16.08.11
REF: PARKING INFRINGEMENT 00724
PARTIES: CITY OF ALBANY AND PATRICK DEKKER
SIGNED BY CEO 1 COPY

EDR1222969 LP.LEG.1
EXECUTED DOCUMENT
ITEM: 2.1 OCM: 20.09.11
REF: ENDORSING OF LOCAL PLANNING SCHEME NO.1
PARTIES: CITY OF ALBANY AND DEPT. OF PLANNING/WA PLANNING COMMISSION
SIGNED BY CEO AND MAYOR 3 COPIES

EDR1222978 ET.SPD.1
EXECUTED DOCUMENT
ITEM: 4.6 OCM: 15.03.11
REF: ELECTRICITY SALES AGREEMENT
PARTIES: CITY OF ALBANY AND SYNERGY
SIGNED BY CEO 1 COPY

EDR1223004 RD.RDC.1
EXECUTED DOCUMENT
ITEM: 4.6 OCM: 15.03.11
REF: HILL CLIMB 2 2012 JUNE HILL CLIMB 4 JUNE 2012
PARTIES: CITY OF ALBANY AND GREAT SOUTHERN MOTORPLEX GROUP
SIGNED BY CEO 1 COPY

EDR1223103 GS.APC.13
EXECUTED DOCUMENT
ITEM: 4.6 OCM: 15.03.11
REF: DSC GRANT PROJECT APPLICATION
PARTIES: CITY OF ALBANY AND DISABILITY SERVICES COMMISSION AND PRINCESS
ROYAL SAILING CLUB
SIGNED BY CEO 1 COPY

EDR1223121 GR.STL.39
EXECUTED DOCUMENT
ITEM: 3.3 OCM: 15.03.11
REF: FISHERMAN CAMP LEASE
PARTIES: CITY OF ALBANY AND DEPT OF REGIONAL DEVELOPMENT AND LANDS -
LANDS DIVISION
SIGNED BY CEO 1 COPY

ED1223123 DES186
EXECUTED DOCUMENT
ITEM: 4.6 OCM: 15.03.11
REF: DEC CLEARING APPLICATION FORM
PARTIES: CITY OF ALBANY AND DEC
SIGNED BY CEO 1 COPY

EDR1223171 PF10551
EXECUTED DOCUMENT
ITEM: N/A OCM: N/A
REF: SECONDARY EMPLOYMENT FORM
PARTIES: CITY OF ALBANY AND SOFIE LINES
SIGNED BY CEO 1 COPY

EDR1223187 A90148
EXECUTED DOCUMENT
ITEM: N/A
REF: CONSTRUCTION OF SCREENWALL OF NEW FOOTPATH EAST AND WEST OF
FLINDERS PARADE, MIDDLETON BEACH
PARTIES: CITY OF ALBANY AND LESSEE: SHUTTLEWORTH PTY LTD
SIGNED BY CEO 1 COPY

EDR1223203 RC.SPV.1
EXECUTED DOCUMENT
ITEM: 4.6 OCM: 15/03/2011
REF: COMMUNITY SPORTING AND RECREATION FACILITIES FUND - CLAIM FORM
PARTIES: CITY OF ALBANY AND DEPT. OF SPORT AND RECREATION AND ALBANY
SPEEDWAY CLUB
SIGNED BY CEO 1 COPY

EDR1223239 A37122
EXECUTED DOCUMENT
ITEM: 4.5 OCM: 20/03/2012
REF: CONSENT TO TAKING BY AGREEMENT LOT 33 NO 100 ROCKY CROSSING
ROAD, WARRENUP
PARTIES: CITY OF ALBANY AND LESSEE: AMA MOL
SIGNED BY CEO 1 COPY

EDR1223257 PRO382
EXECUTED DOCUMENT
ITEM: 4.7 OCM: 21.02.2012
ITEM: 4.6 OCM: 15.03.2012
REF: REVOCATION OF MANAGEMENT ORDER FOR RESERVE 5200 AND GRANT OF
MANAGEMENT ORDER TO ALBANY MENSHEDE
PARTIES: CITY OF ALBANY
SIGNED BY CEO AND MAYOR 1 COPY

EDR1223296 AMD314
EXECUTED DOCUMENT
ITEM: 2.12 OCM: 21.02.2012
REF: MODIFYING SUBDIVISION GUIDE PLAN FOR 'SPECIAL RURAL' ZONE AREA NO
29
PARTIES: CITY OF ALBANY AND M PAYNTER AND M BENNETT
SIGNED BY CEO AND MAYOR 2 COPIES

EDR1223297 AMD177
EXECUTED DOCUMENT
ITEM: 2.9 OCM: 21.02.12
REF: RESERVING A PORTION OF LOT 3000 EMU POINT DRIVE, COLLINGWOOD PARK
AND LOT 3001 ON DEPOSITED PLAN 51548, LOT 1523 EMU POINT DRIVE FOR PARKS
AND RECREATION
PARTIES: CITY OF ALBANY AND WEST AUSTRALIAN LAND AUTHORITY
SIGNED BY CEO AND MAYOR 2 COPIES

EDR1223310 GS.PRG.9
EXECUTED DOCUMENT
ITEM: 4.6 OCM: 15.03.2011
REF: GRANTS ACQUITTAL FOR LOTTERYWEST -2012 AUSTRALIA DAY FAMILY FUND
DAY AND FIREWORKS
PARTIES: CITY OF ALBANY AND LOTTERYWEST
SIGNED BY CEO 1 COPY

EDR1223341 AMD310

EXECUTED DOCUMENT

ITEM: 2.5 OCM: 21.02.2012

REF: REZONING A PORTION OF LOT 5421 BON ACCORD ROAD, KALGAN FROM THE RURAL ZONE TO THE SPECIAL RURAL ZONE

PARTIES: CITY OF ALBANY AND KARRABIN PTY LTD ATF THE REGISTER FAMILY TRUST

SIGNED BY CEO AND MAYOR 2 COPIES

2.1: PLANNING AND SERVICES REPORTS MARCH 2012

Responsible Officer : Acting Executive Director Planning and
Development Services (S Lenton)
Attachment : Planning and Services Reports March 2012

IN BRIEF

- Receive the contents of the Planning and Services Report for March 2012.

ITEM 2.1: RESPONSIBLE OFFICER RECOMMENDATION

MOVED: COUNCILLOR DUFTY
SECONDED: COUNCILLOR CALLEJA

THAT the Planning and Services Report for March 2012 be RECEIVED.

CARRIED 13-0

CITY OF ALBANY

REPORT

To : His Worship the Mayor and Councillors
From : Administration Officer - Planning
Subject : Planning Scheme Consents – March 2012
Date : 2 April 2012

1. The attached report shows Planning Scheme Consents issued under delegation by a planning officer for the month of March 2012.
2. Within the period there was a total of twenty seven (27) decisions made on active Planning Scheme Consents ;
 - Twenty five (25) Planning Scheme Consents were approved under delegated authority; and
 - Two (2) Planning Scheme Consents were cancelled.

Jessica Davidson
Administration Officer – Planning

PLANNING SCHEME CONSENTS ISSUED UNDER DELEGATED AUTHORITY

Applications determined for March 2012

Application Number	Application Date	Applicant	Street Address	Locality	Description of Application	Decision	Decision Date	Assessing Officer
P2115228	26/10/2011	MP Pocock	Melville Street	Albany	Single House - Design Codes Relaxation - overlooking; overheight; side setback relaxations; earthworks in excess of 600mm (retaining walls on boundary)	Delegate Approved	9/03/2012	Deb Delury
P2120012	27/01/2012	PM Naderi	Melville Street	Albany	Single House - Design Codes Relaxation (Policy Relaxation)	Delegate Approved	9/03/2012	Jessica Anderson
P2120035	28/02/2012	Arthur Johnston Snowball	Saint Emilie Way	Albany	Change Of Use - Office	Delegate Approved	14/03/2012	Deb Delury
P2120041	9/03/2012	D Greene	Albany Highway	Albany	Private Recreation - Personal Training	Delegate Approved	16/03/2012	Jessica Anderson
P2120040	9/03/2012	PR Cowley	Bridges Street	Albany	Single House - Additions (overheight front fence and retaining in front setback)	Delegate Approved	22/03/2012	Tom Wenbourne
P2120000	4/01/2012	GR Webster	Boronia Avenue	Collingwood Heights	Single House - Outbuilding	Delegate Approved	1/03/2012	Jessica Anderson
P2120019	8/02/2012	Scott Park Homes Great Southern Pty Ltd	Cunningham Street	Emu Point	Single House (Design Codes Relaxation)	Delegate Approved	9/03/2012	Deb Delury
P2120043	14/03/2012	Alexander Tucker	La Perouse Court	Goode Beach	Private Recreation (Bird Hide)	Delegate Approved	15/03/2012	Adrian Nicoll
P2120027	21/02/2012	GA Dellar	La Perouse Road	Goode Beach	Tourist Accommodation	Delegate Approved	28/03/2012	Tom Wenbourne
P2120049	20/03/2012	GL Jones	Peet Rise	Kronkup	Single House (Outbuilding)	Delegate Approved	23/03/2012	Adrian Nicoll
P295193	17/07/2009	Harold Smith	Stubbs Road	Little Grove	Development - retaining wall & boat launching ramp & filling of land more than 600mm	Cancelled	8/03/2012	Ian Humphrey
P2120024	17/02/2012	AD McGonnell	William Street	Little Grove	Single House (Design Codes Relaxation)	Delegate Approved	28/03/2012	Taylor Gunn
P2120062	28/03/2012	SR Wheeler	Frenchman Bay Road	Little Grove	Single House - Additions	Delegate Approved	30/03/2012	Jessica Anderson
P2120056	22/03/2012	Kosters Steel Constructions	Humphreys Street	Lockyer	Single House - (Outbuilding)	Delegate Approved	27/03/2012	Adrian Nicoll

AGENDA ITEM 2.1 REFERS

Application Number	Application Date	Applicant	Street Address	Locality	Description of Application	Decision	Decision Date	Assessing Officer
P2120054	22/03/2012	Concept Building Design And Drafting	Bushby Road	Lower King	Single House - Retaining Wall (earthworks in excess of 600mm)	Delegate Approved	30/03/2012	Jessica Anderson
P2120048	20/03/2012	City Of Albany	Bettys Beach Road	Manypeaks	Public Recreation (Toilet and Stairs)	Delegate Approved	20/03/2012	Adrian Nicoll
P2120020	14/02/2012	FM Hams	Gregory Drive	McKail	Home Occupation (consulting room - remedial massage therapy)	Cancelled	1/03/2012	Deb Delury
P2120059	28/03/2012	G Attwell	Flinders Parade	Middleton Beach	Development - Boundary Wall (1.8m high)	Delegate Approved	29/03/2012	Tom Wenbourne
P2120036	28/02/2012	RB Jackson	Charles Street	Milpara	Warehouse - (Additions - Relaxation of Scheme Provisions - Side Setback)	Delegate Approved	9/03/2012	Jessica Anderson
P2115195	20/09/2011	Concept Building Design And Drafting	Beauchamp Street	Mira Mar	Grouped Dwelling x 2 (Additions To Existing; New Dwelling To Rear Of Lot) - side setback parapet wall and overlooking relaxations - earthworks in exc	Delegate Approved	9/03/2012	Taylor Gunn
P2120023	17/02/2012	RH Eskett	Elphinstone Road	Robinson	General Industry - Additions (storage shed for metal fabrication)	Delegate Approved	1/03/2012	Jessica Anderson
P2120057	26/03/2012	Powerhouse Architectural Drafting	Harding Road	Robinson	Single House - (Frenchman Bay Road Residential Development Area Policy)	Delegate Approved	29/03/2012	Adrian Nicoll
P2120051	21/03/2012	Ironmonger Building Company	Geake Street	Spencer Park	Single House - Retaining Wall (earthworks in excess of 600mm)	Delegate Approved	26/03/2012	Deb Delury
P2120034	28/02/2012	Harley Global	Chester Pass Road	Walmsley	Warehouse Sales Outlet (Signage)	Delegate Approved	14/03/2012	Tom Wenbourne
P2120031	23/02/2012	SG & PM Wallis	Greenwood Drive	Willyung	Single House - Outbuilding (Side Setback Relaxation)	Delegate Approved	9/03/2012	Jessica Anderson
P2120015	2/02/2012	CJ Mayfield	Neilson Road	Willyung	Private Recreation (Horse Riding School)	Delegate Approved	15/03/2012	Deb Delury
P2120044	15/03/2012	DM Ten Haaf	Chester Pass Road	Willyung	Additions To Caravan Park - Outbuilding (Caretaker's House)	Delegate Approved	30/03/2012	Deb Delury

CITY OF ALBANY

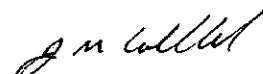
REPORT

To : His Worship the Mayor and Councillors
From : Administration Officer - Development
Subject : Building Activity – March 2012
Date : 03 April 2012

1. In March 2012, Seventy Two (72) building licences were issued for building activity worth \$7,377,766.00, four (4) demolition licences and two (2) sign licences.

It is brought to Council's attention that these figures included building licence #302066 for a new canopy to Service Station; estimated value: \$1,000,000. #301992 for a two storey dwelling; estimated value: \$1,452,955.

2. The two (2) attached graphs compare the current City activity with the past three (3) fiscal years. One compares the value of activity, while the other compares the number of dwelling units.
3. A breakdown of building activity into various categories is provided in the Building Construction Statistics form.
4. Attached are the details of the licences issued for March 2012, the ninth month of activity in the City of Albany for the financial year 2011/2012.



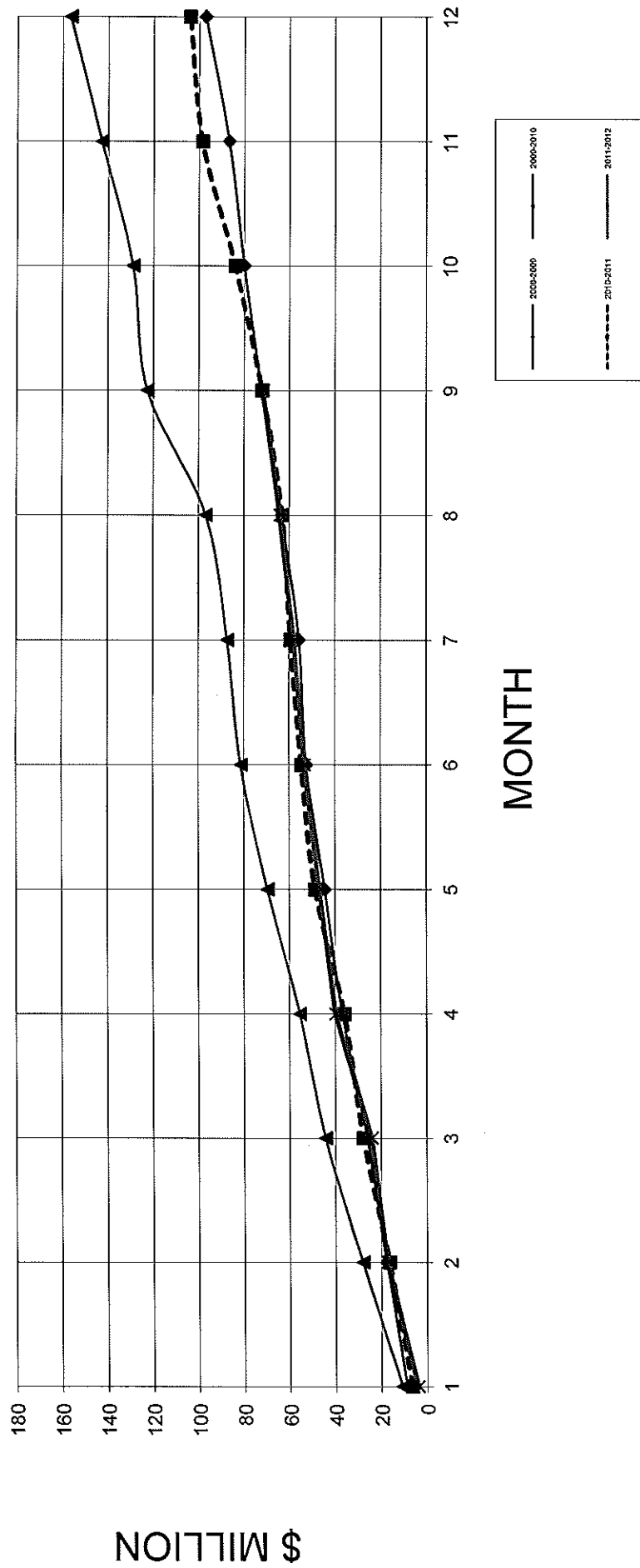
Jenny Cobbold
Administration Officer – Development

CITY OF ALBANY

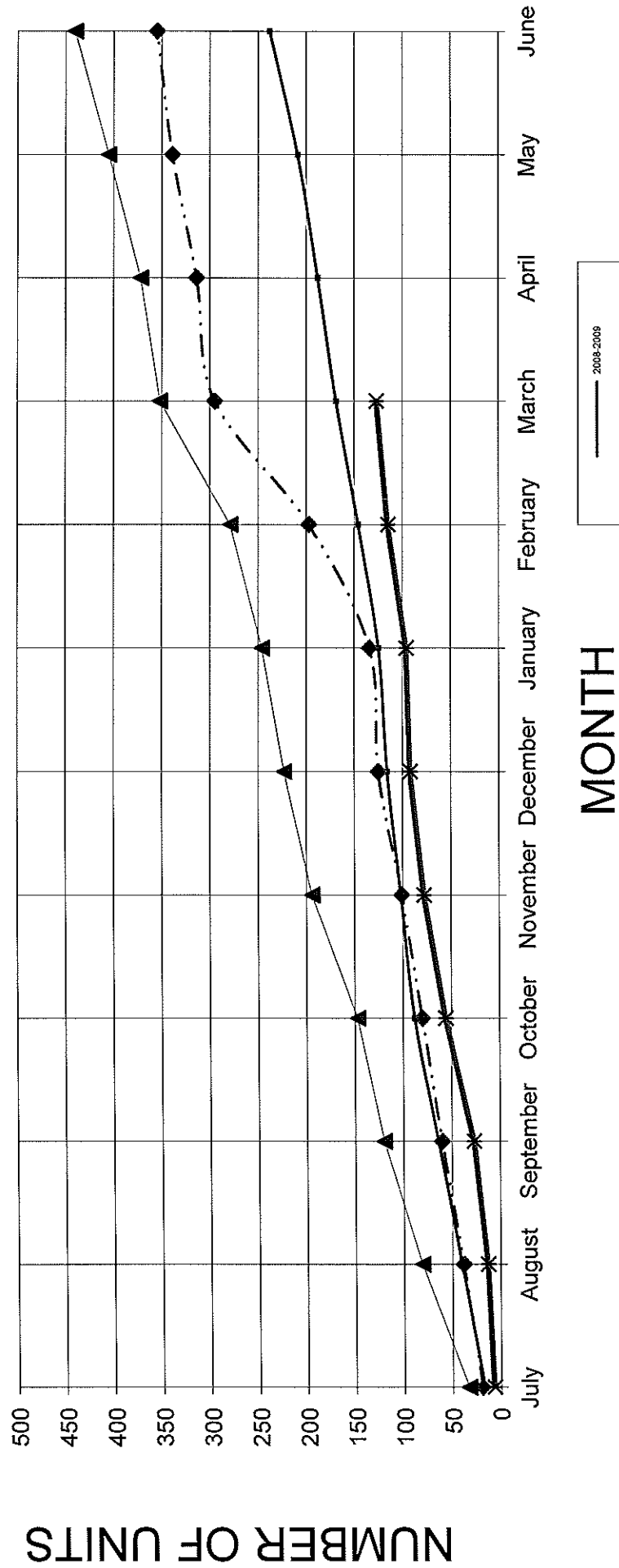
BUILDING CONSTRUCTION STATISTICS FOR 2011 - 2012

2010/2011	SINGLE DWELLING		GROUP DWELLING		DOMESTIC/ OUTBUILDINGS		ADDITIONS/ DWELLINGS		HOTEL/ MOTEL		NEW COMMERCIAL		ADDITIONS/ COMMERCIAL		OTHER		TOTAL \$ VALUE
	No	\$ Value	No	\$ Value	No	\$ Value	No	\$ Value	No	\$ Value	No	\$ Value	No	\$ Value	No	\$ Value	
JULY	7	2,030,335			7	253,722	22	547,734			1	30,000	3	953,927	5	35,000	3,850,718
AUGUST	13	3,921,741			13	123,878	8	71,080	1	420,000			7	8,839,775	3	23,800	13,400,274
SEPTEMBER	13	3,430,898	1	775,000	14	236,818	21	508,779					5	921,642	11	784,400	6,657,537
OCTOBER	18	4,021,693	11	1,122,000	29	166,187	26	335,425			1	9,500,000	3	525,000	6	64,100	15,734,405
NOVEMBER	12	2,964,229	10	1,600,000	22	338,943	20	651,957					8	1,251,332	6	157,000	6,963,461
DECEMBER	14	3,948,628			14	437,720	22	618,341			16	1,371,698	1	100,000	9	157,540	6,633,927
2011	4	1,048,284															
JANUARY											2	454,860	3	1,509,750	5	145,000	4,370,866
FEBRUARY	16	4,400,121	3	1,020,430	19	285,033	20	390,902			2	237,670			7	35,800	6,369,956
MARCH	12	4,558,171			12	230,165	25	645,991			1	318,952	5	1,551,607	7	72,880	7,377,766
APRIL																	0
MAY																	0
JUNE																	0
TOTALS TO DATE	109	30,324,100	25	4,517,430	134	2,434,057	188	4,621,590	1	420,000	23	11,913,180	35	15,653,033	59	1,475,520	71,358,910

BUILDING ACTIVITY
\$M Value



DWELLING UNITS



BUILDING, SIGN & DEMOLITION LICENCES ISSUED UNDER DELEGATED AUTHORITY

Applications determined for March 2012

Application Number	Builder	Owner	Description of Application	Street #	Property Description	Street Address	Suburb
302062	JOHN CHARLES	G J MANSFIELD	DEMOLITION DWELLING	53	Location ASL 131	HILL STREET	ALBANY
302093	EDWARD TURNER P WIELDERS	A & A RONDONI	DEMOLITION OF DWELLING	132-134	Lot 200 Location AT 460	BURGOYNE ROAD	ALBANY
302075	OWNER BUILDER	J A COWLEY	RETAINING WALL AND FENCE	11	Lot 9 Lot 2	BRIDGES STREET	ALBANY
302106	OWNER BUILDER	THE ALBANY LINK PTY	INTERNAL WALLS FOR	U1/5	Lot 1	SAINT EMILIE WAY	ALBANY
302107	OWNER BUILDER	LTD THE ALBANY LINK PTY	SHOP FITOUT TO SHOP 2 TOILET FACILITIES ONLY	U4/5	Lot 4	SAINT EMILIE WAY	ALBANY
302049	BRENDAN BYL FENCING	LTD R & P HILDITCH	TO UNIT 3 RETAINING WALL	30	Location 281 Lot	ALLWOOD PARADE	BAYONET HEAD
302070	ID & A HOLLAND CONTRACTOR	Owner's Name and address	DWELLING GARAGE AND	10	562 Location 283 Lot	CORINE WAY	BAYONET HEAD
302011	MATTHEW POCOCK	<i>not shown at their request</i> Owner's Name and address	ALFRESCO DWELLING AND GARAGE	34	629 Location 281 Lot	ALLWOOD PARADE	BAYONET HEAD
302112	OUTDOOR WORLD	<i>not shown at their request</i> Owner's Name and address	PATIO	28	76 Location 4790 Lot	GRENFELL DRIVE	BAYONET HEAD
302110	JAC HOLDINGS P/L	<i>not shown at their request</i> ALBANY LIFESTYLE	CARPORIT & PATIO - SITE	20	737 Location 359 Lot	ALISON PARADE	BAYONET HEAD
302118	ECONFIT HOMES	VILLAGE PTY LTD ALBANY LIFESTYLE	26 PARK HOME - SITE 18	20	500 Location 359 Lot	ALISON PARADE	BAYONET HEAD
301867	ROBERT & JONIE	VILLAGE PTY LTD J H MATHER & R MATHER	2 STOREY DWELLING RETAINING WALLS & SHED	28-30	500 Lot 29	RAINBOWS END	BIG GROVE
302071	MATHER CAMERON CHARLES	Owner's Name and address	PARTIAL DEMOLITION -	28-30	Location ASL 14	GRAHAM STREET	CENTENNIAL
	BROWN	<i>not shown at their request</i>	COMMERCIAL		Lot 3		PARK

Application Number	Builder	Owner	Description of Application	Street #	Property Description	Street Address	Suburb
302060	A D CONTRACTORS	V & P SCHERINI	PART DEMOLITION - REMOVAL OF CANOPY ABOVE FUEL BOWSERS	250	Location SPL3 Lot 27	ALBANY HIGHWAY	CENTENNIAL
301966	PTY LTD ELLIOTT CRAIG	<i>Owner's Name and address not shown at their request</i>	CHANGE OF CLASSIFICATION FROM FACTORY TO EDUCATION ESTABLISH	250	Location SLP3 Lot 27	ALBANY HIGHWAY	PARK CENTENNIAL
302056	LAURENCE RYDE BUILDING	<i>Owner's Name and address not shown at their request</i>	NEW CANOPY TO SERVICE STATION SIGN - PYLON	28-30	Location ASL 14	GRAHAM STREET	PARK CENTENNIAL
302066	COMPANY PTY LTD ELLIOTT CRAIG	<i>Owner's Name and address not shown at their request</i>	RELOCATE SHED	250	Location SPL3 Lot 3	ALBANY HIGHWAY	PARK CENTENNIAL
302099	LAURENCE EYERITE SIGNS	VINCALL PTY LTD	RELOCATE SHED	27	Location SL129 Lot 7	PRIOR STREET	PARK CENTENNIAL
301964	K & T CASTLEHOW BUILDERS	G R & M WEBSTER	RELOCATE SHED	52	Lot 171	BORONIA AVENUE	PARK COLLINGWOOD
302073	OWNER BUILDER	G R & M WEBSTER	RELOCATE SHED	52	Lot 171	BORONIA AVENUE	HEIGHTS COLLINGWOOD
302134	OWNER BUILDER	<i>Owner's Name and address not shown at their request</i>	ALTERATIONS AND ADDITIONS	26	Lot 165	BORONIA AVENUE	HEIGHTS COLLINGWOOD
301992	SCOTT PARK HOMES GREAT SOUTHERN PTY LTD	<i>Owner's Name and address not shown at their request</i>	2 STOREY DWELLING	28	Location ALB	CUNNINGHAM STREET	HEIGHTS EMU POINT
302120	KOSTERS STEEL CONSTRUCTION PTY LTD	<i>Owner's Name and address not shown at their request</i>	GARAGE AND ALFRESCO SHED X 2	22	TOWN Lot 963 Location ALB	CUNNINGHAM STREET	EMU POINT
302124	OWNER BUILDER	F D JAMES	RELOCATE SHED	45	TOWN Lot 960 Location ALB	SWARBRICK STREET	EMU POINT
302076	WREN (WA) PTY LTD	G S & D A HATHAWAY	DWELLING		TOWN Lot 1081 Lot 201	LOWANNA DRIVE	GLEDDHOW
302098	CITY OF ALBANY	CROWN LAND	BIRD HIDE	38	Location RES49639 Lot 8244	LA PEROUSE COURT	GOODE BEACH
302105	R & E SCHLAGER	<i>Owner's Name and address not shown at their request</i>	PATIO	40B	Lot 663	LA PEROUSE ROAD	GOODE BEACH

Application Number	Builder	Owner	Description of Application	Street #	Property Description	Street Address	Suburb
302078	BROOK & JO-ANNE	B M & J M GORS	ADDITIONS &	778	Location 707 Lot	CHESTER PASS ROAD	KING RIVER
302102	GORS CO-OPERATIVE BULK HANDLING LIMITED	CO-OPERATIVE BULK HANDLING LIMITED Owner's Name and address	ALTERATIONS WEIGHBRIDGE AND OFFICE HUT	2422	Location 6231 Lot	CHILLINUP ROAD	KOJANEERUP
302088	OWNER BUILDER	Owner's Name and address	RELOCATED GARAGE	3	Lot 205	BLACKSWAN COURT	SOUTH LITTLE GROVE
302089	OUTDOOR WORLD	not shown at their request Owner's Name and address	PATIO	8-10	Location 24 Lot	SPRING STREET	LITTLE GROVE
302101	ANTHONY PERRELLA	not shown at their request J R & S H JAMES	PATIO	11	222 219 Location 24 Lot	BUNDARA CLOSE	LITTLE GROVE
302114	RYDE BUILDING	Owner's Name and address	DWELLING GARAGE &	1	42 Lot 243	MAGPIE COVE	LITTLE GROVE
302133	COMPANY PTY LTD OUTDOOR WORLD	not shown at their request Owner's Name and address	ALFRESCO SHED	608	Location 24 Lot	FRENCHMAN BAY ROAD	LITTLE GROVE
302141	OUTDOOR WORLD	not shown at their request G E & K A MONCK	CARPORT	16	44 Location 24 Lot	CHIPANA DRIVE	LITTLE GROVE
302045	SCOTT PARK HOMES GREAT SOUTHERN PTY LTD	Owner's Name and address	NEW DWELLING	12	92 Lot 406	GIFFORD STREET	LOCKYER
302063	KOSTERS STEEL	not shown at their request G R MCMORRAN	SHED & CARPORT	11	Location 228 Lot	HUMPHREYS STREET	LOCKYER
302074	CONSTRUCTION PTY OUTDOOR WORLD	Owner's Name and address	SHED	23	333 Location 7 Lot 50	WINDERMERE ROAD	LOWER KING
302094	CITY OF ALBANY	not shown at their request CROWN LAND	TOILET - PUBLIC		Location RES 2031 RES 11968 RE	BETTYS BEACH ROAD	MANYPEAKS
302082	OUTDOOR WORLD	Owner's Name and address	PATIO X 2	48062	Location 401 Lot	SOUTH COAST HIGHWAY	MARBELUP
301944	MARK & SIOBHAN	not shown at their request Owner's Name and address	ALTERATIONS AND	16	2 3 Location 527 Lot	KEMPTON CLOSE	MARBELUP
	HEPWORTH	not shown at their request	ADDITIONS	13			

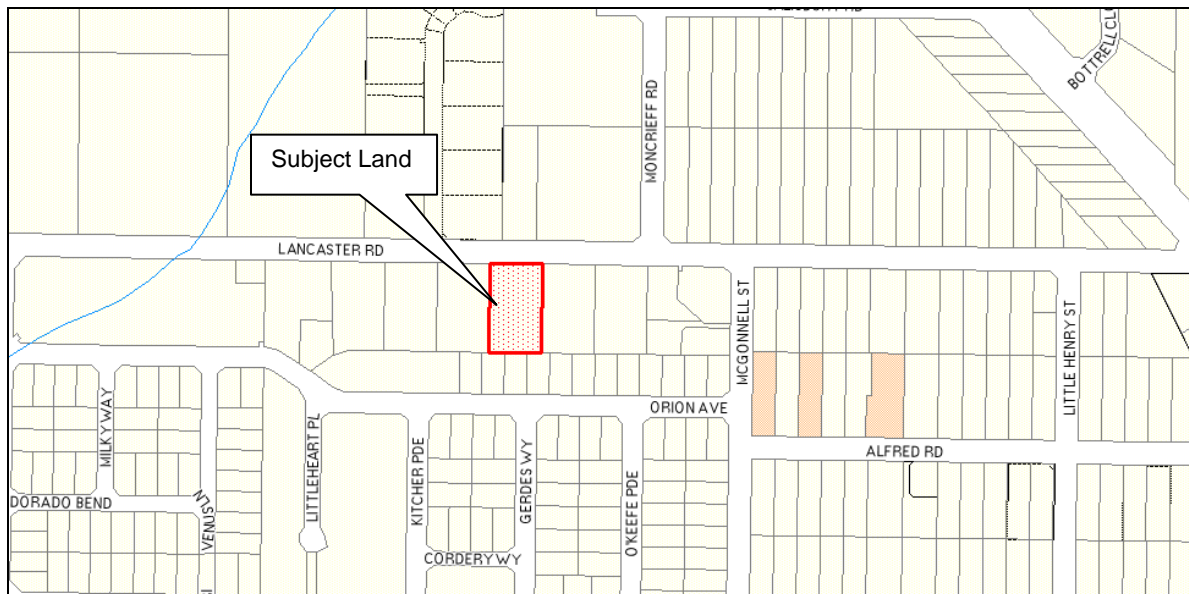
Application Number	Builder	Owner	Description of Application	Street #	Property Description	Street Address	Suburb
301977	OWNER BUILDER	E & S P KLEIN	CHANGE CLASS 10a BUILDING TO ANCILLARY ACCOMMODATION SHED	96	Location 386 Lot 50	LANCASTER ROAD	MCKAIL
302072	SIMON VANDER SCHAAF	G G & T J WALKER		34	Location 4950 Lot 11	REDDALE ROAD	MCKAIL
302079	RYDE BUILDING	Owner's Name and address	DWELLING GARAGE &	32	Location 381 Lot 708	GERDES WAY	MCKAIL
301730	COMPANY PTY LTD OWNER BUILDER	<i>not shown at their request</i> R G & T C BROWN	ALFRESCO UNAPPROVED STRUCTURE - PATIO & RETAINING WALL DWELLING GARAGE AND	60	Location 492 Lot 197	CENTAURUS TERRACE	MCKAIL
302115	NEW HORIZON HOMES	Owner's Name and address		15	Location 492 Lot 331	COMET CORNER	MCKAIL
302117	(WA) PTY LTD OWNER BUILDER	<i>not shown at their request</i> Owner's Name and address	ALFRESCO CHANGE OF CLASSIFICATION FROM	10	Location SA14	GOLF LINKS ROAD	MIDDLETON
301897	OWNER BUILDER	<i>not shown at their request</i> Owner's Name and address	A TO 1B ALTERATIONS &	45	Location 240 Lot 35	COOGEE STREET	BEACH MILPARA
302067	OWNER BUILDER	<i>not shown at their request</i> R & S L CHAPMAN	ADDITIONS CARPORT and PATIO	23	Lot 17	SEYMOUR STREET	MIRA MAR
302029	JOHN A GREAY	J A & D R GREAY	SHED EXTENSION AND	32	Location PL44	NELSON STREET	MIRA MAR
302109	R & DG CEKEREVAC	B P & L NELSON	PATIO ALTERATIONS AND	22	Location 44 Lot 24	NELSON STREET	MIRA MAR
302024	L J BRENTON	M S BRENTON & C L	ADDITIONS GARAGE - STORE	17	Location ALB	CARLISLE STREET	MT MELVILLE
302131	OWNER BUILDER	WOODS D T & C M KINSELLA	PATIO AND DECK	75-77	TOWN Lot 592 Lot 6	FESTING STREET	MT MELVILLE
301993	OWNER BUILDER	A L SMITH	PATIO	23	Location 222 Lot 119	LORENZO WAY	ORANA
301922	OWNER BUILDER	Owner's Name and address	PATIO	14	Lot 21	CARBINE STREET	ORANA
302052	ROBERT BRUCE JACKSON	<i>not shown at their request</i> R G JACKSON	ADDITIONS TO DWELLING	15	Location 270 Lot 239	GRANADA CRESCENT	ORANA

Application Number	Builder	Owner	Description of Application	Street #	Property Description	Street Address	Suburb
302103	PG YOUNG HOMES	Owner's Name and address	ALTERATIONS AND	15	Lot 103	ROBERTS ROAD	ROBINSON
302087	PTY LTD OUTDOOR WORLD	<i>not shown at their request</i> Owner's Name and address	ADDITIONS PATIO X 2	51	Location 33 Lot	ROWNEY ROAD	ROBINSON
302084	OWNER BUILDER	<i>not shown at their request</i> S J & P F JAMIESON	GARAGE	304 59	Lot 141	HILLMAN STREET	SPENCER PARK
302037	RYDE BUILDING	Owner's Name and address	DWELLING	3-7	Location 42 Lot	BAUDIN PLACE	SPENCER PARK
302095	COMPANY PTY LTD TURPS STEEL FABRICATIONS	<i>not shown at their request</i> P & A ANDA	PATIO	3A	211 212 210 Lot 2	RYCRAFT DRIVE	SPENCER PARK
302080	GS & LA IRONMONGER	Owner's Name and address	RETAINING WALL	28	Lot 781	GEAKE STREET	SPENCER PARK
302081	GS & LA IRONMONGER	<i>not shown at their request</i> Owner's Name and address	DWELLING GARAGE &	26	Lot 782	GEAKE STREET	SPENCER PARK
302143	OUTDOOR WORLD	<i>not shown at their request</i> D B BIELBY	ALFRESCO SHED	237	Location TAA Lot	PERKINS BEACH ROAD	TORBAY
302091	TECTONICS CONTRUCTIONS GROUP PTY LTD	Owner's Name and address	INTERNAL FIT OUT OFFICE ALTERATIONS PICKLES AUCTIONS	70 230	Location 392 Lot	CHESTER PASS ROAD	LMSLEY
302113	OUTDOOR WORLD	<i>not shown at their request</i> Owner's Name and address	PATIO	10 15	Location 4929 Lot	WARRENUP PLACE	RRENUP
302040	KOSTERS STEEL CONSTRUCTION PTY LTD	<i>not shown at their request</i> SG & PM WALLIS	SHED	212 Lot 210		GREENWOOD DRIVE	WILLYUNG
302047	DWAYNE TEN HAAF	HL & J TEN HAAF	SHED AND LEAN-TO	795	Location 245 Lot	CHESTER PASS ROAD	WILLYUNG
302069	PAUL LONEGAN	A J BEE & HOUSING	PATIO	4 38	Lot 216	HUDSON ROAD	YAKAMIA
302083	PAUL LENEGAN	AUTHORITY M T & R H PARSONS	PATIO	1	Location 243 Lot	ASHKEY BOULEVARD	YAKAMIA
302127	OWNER BUILDER	P N JEFFERIES & C J	GARAGE EXTENSION	42	Lot 158	SYDNEY STREET	YAKAMIA
		JEFFERIES					

**2.2: DEVELOPMENT APPLICATION – OUTBUILDINGS POLICY
RELAXATION (LOT 105) NO. 59 LANCASTER ROAD, MCKAIL
VERSION TWO**

Land Description : (Lot 105) No. 59 Lancaster Road, McKail
Proponent : J Brade
Owner : G & L Remaj
Business Entity Name : N/A
Attachments : Letter of Justification
Site Plan / Revised Elevations
Photos of existing outbuilding and site
Registration details of recently sold caravan
Responsible Officer(s) : Acting E/Director Planning and Development Services (S
Lenton)

Maps and Diagrams:



IN BRIEF

- A development application has been received for an oversize Outbuilding at Lot 105 (59) Lancaster Road, McKail.
- As the application fails to comply with the requirements of Council's Outbuilding Policy, the proposal is tabled at the Council meeting for determination on request of the Applicant.

RECOMMENDATION

ITEM 2.2 MOTION

MOVED: COUNCILLOR SUTTON
SECONDED: COUNCILLOR DUFTY

THAT this item be accepted as an urgent item:

CARRIED 12-1

Record of Vote

Against the Motion: Councillor Bostock

ITEM 2.2: ALTERNATE MOTION BY COUNCILLOR SUTTON

MOVED: COUNCILLOR SUTTON
SECONDED: COUNCILLOR DUFTY

THAT Council resolves to ISSUE a Notice of Planning Scheme Consent for an Oversized Outbuilding at Lot 105 (59) Lancaster Road, McKail.

MOTION NOT PUT TO THE VOTE

Through the Mayor, the Chief Executive Officer advised Council that the Alternate Motion by Councillor Sutton would not be able to proceed under 3.6 (2) of the Standing Orders Local Law, as the determination of a matter or exercise of a discretion under the Town Planning Scheme is not permitted to be dealt with as urgent business.

ITEM 2.2: RESOLUTION
VOTING REQUIREMENT: SIMPLE MAJORITY

MOVED: COUNCILLOR STOCKS
SECONDED: MAYOR WELLINGTON

THAT Council resolves to ISSUE a Notice of Planning Scheme Refusal for an Oversized Outbuilding at Lot 105 (59) Lancaster Road, McKail due to the following reasons:

- 1) The outbuilding does not comply with the floor area restrictions contained within the City of Albany's Outbuildings Policy.**
- 2) The proponent has not demonstrated that 'exceptional circumstances' exist to justify a relaxation of Council's policy.**

LOST 6-7

Record of Vote

For the Motion: Mayor Wellington, Councillors Stocks, Holden, Dowling, Hammond and Bostock

BACKGROUND

1. This application is for an extension to an existing domestic outbuilding, located at Lot 105 (59) Lancaster Road, McKail. The extension does not comply with Council's Outbuilding Policy. The subject site is 3500m² in area and is zoned 'Residential' under Town Planning Scheme No. 3 (TPS 3).
2. Council's Outbuilding Policy sets the permitted development criteria for outbuildings according to the zone and site area. For the subject land the following provisions apply:

Zoning	Max. Wall Height	Max. Ridge Height	Max. Floor Area (combined all outbuildings)	Special Requirements
Residential / Future Urban / Residential Development Zone (Lots 1000m ² -3999m ²)	3 metres	4.2 metres	120m ²	If the floor area of an outbuilding is to exceed 60m ² the use of non-reflective materials is required.

3. The Outbuilding Policy allows for variations to the wall heights of outbuildings, and this is normally dealt with under staff delegation subject to an application for Planning Scheme Consent, the Policy states;

“where in order to accommodate larger boats and caravans requiring clearance up to 3.2 metres, the applicant to demonstrate proof of ownership of such vehicle/vessel and a relaxation of the height of the wall (up to 15%) may be supported on Residential / Future Urban / Residential Development Zone less than 4000m².

For all other variations of the Outbuilding Policy the applicant shall demonstrate exceptional circumstances as to why the policy should be relaxed, with the proposal being presented to an ordinary meeting of Council”.

DISCUSSION

4. The proponent seeks Planning Scheme Consent for a variation of the Outbuilding Policy in respect of the maximum floor area allowed for outbuildings on the site. The maximum floor area for all combined domestic outbuildings on the site is restricted to 120m². The existing outbuilding is 99.25m² in area and the proposed extension is 44.775m² in area (dimensions 9.95m x 4.50m) bringing the combined floor area to 143.77m², therefore requesting a variation of 23.77m² to the policy.
5. The proponent initially requested a relaxation of the wall height allowance to 4.4m, for the purpose of storing a caravan that they wish to purchase in the near future, to replace one which was recently sold. Following discussion at the Planning & Development Committee, the suggestion of the Committee to consider revising the roof form and height relaxation requested was relayed to the proponent.
6. This suggestion was acceptable to the proponent and has resulted in the proposal being revised. The annex for the caravan is now proposed with a ridged roof to a maximum height of 4m and wall height of up to 3.45m. These revised heights comply with the acceptable variations as stated in the policy, under Clause A2.1 (Acceptable Variations) of the Outbuilding Policy;

“Subject to the lodgement of an application for Planning Scheme Consent the following variations may be approved at the Planning Officers discretion without being presented to Council:

- 2) *Where in order to accommodate larger boats and caravans requiring clearance up to 3.2m, the applicant to demonstrate proof of ownership of such a vehicle/vessel and a relaxation of the height of the wall (up to 15%) may be supported on Residential/Future Urban / Residential Development Zone less than 4000m².”*
7. The outbuilding is proposed to be finished in Colorbond with the colour chosen being ‘Deep Ocean’ (dark blue) to match the existing outbuilding. This is consistent with the provisions of the Outbuilding Policy, which requires the use of non-reflective materials if the floor area of an outbuilding exceeds 60m².
8. The adjoining neighbours were consulted and no submissions were received.
9. In all other respects, the proposed outbuilding complies with the Residential Design Codes and Town Planning Scheme 3.
10. Staff recommend that this application be refused, as the outbuilding does not comply with the restrictions of the Policy and no exceptional circumstances exist or could be justified.
11. This is consistent with the staff recommendation presented to Council at its ordinary meeting on 20 September 2011, in relation to an application for an oversized outbuilding at Lot 421 Kelty View, Willyung. The proponent had sought an increase to the permitted floor area under the Outbuilding Policy for the following reasons:
 - The proponent is an ex-furniture maker and still occasionally makes furniture as a hobby, which requires a large area for the safe use of various machinery and tools;

- The proponent requires additional storage space for items belonging to members of the family;
- The proponent requires extra floor space to store and park vehicles, such as the family cars, a camper trailer, a motorbike and classic cars; and
- The proponent restores classic cars and requires the workshop space.

However, it was considered that these were not ‘exceptional circumstances’ and Council subsequently reached the following resolution:

“THAT Council resolves to ISSUE a Notice of Planning Scheme Refusal for an oversized Outbuilding at Lot 421 Kelty View, Willyung due to the following reasons:

- 1) The outbuilding does not comply with the floor area restrictions contained within the City of Albany’s Outbuildings Policy.*
- 2) The proponent has not demonstrated that ‘exceptional circumstances’ exist to justify a relaxation of Council’s policy.*
- 3) The outbuilding fails to comply with the acceptable boundary setbacks, as per clause 6.2 of the provisions for Special Residential Area No.11.”*

GOVERNMENT CONSULTATION

12. No government consultation was required.

PUBLIC CONSULTATION / ENGAGEMENT

13. The application was referred to adjoining landowners for comment as a relaxation to the Outbuilding’s Policy. No submissions were received on the matter.

STATUTORY IMPLICATIONS

14. As the land is zoned ‘Residential’ under TPS No. 3, the proposed outbuilding is permissible under the Scheme.
15. The Outbuilding’s Policy is a Town Planning Scheme Policy adopted under the Scheme. Clause 6.9.4 of TPS 3 states that;
 - a) A Town Planning Scheme Policy shall not bind the council in respect of an application for Planning Consent, however, it may require the Council to advertise its intention to relax the provisions of the policy once in a newspaper circulating in the district stating that submissions may be made to the Council within 21 days of the publication thereof.*
 - b) Council shall take into account the provisions of the policy and objectives which the policy was designed to achieve and any submission lodged, before making its decision.”*

STRATEGIC IMPLICATIONS

16. This item relates to the following elements of the City of Albany Strategic Plan (2011 2021):

Key Focus Area

Organisational Performance

Community Priority

Policy and Procedures

Proposed Strategies

- *Develop clear processes and policies and ensure consistent, transparent application across the organisation.*
 - *Regularly review all policies in consultation with community and key stakeholders.*
17. The last major review of the Outbuildings Policy was undertaken in July 2010 in liaison with shed builders throughout the Great Southern Region. Since this review was undertaken, Staff have consistently applied the Policy provisions, with only one application in addition to this one being presented to Council. All other proposals have complied with this Policy.

POLICY IMPLICATIONS

18. Council's Outbuildings Policy states that Planning Scheme Consent is only required where the criteria of the policy cannot be complied with (with the exception of the acceptable variations to the wall heights). Any variations to the policy require the proponent to demonstrate 'exceptional circumstances' as to why the policy should be relaxed, with the proposal being presented to an ordinary meeting of Council.
19. The aim of the Outbuilding's Policy is to achieve a balance between providing for various legitimate storage needs of residents whilst minimising any adverse impacts outbuildings may have on neighbouring properties, the street, the neighbourhood or locality, or the City.
20. The Policy allows Council to consider applications outside the guidelines where 'exceptional circumstances' apply and provided the aim of the policy is not compromised. Staff consider that the storage of a caravan that the applicants wish to purchase to replace one that was recently sold does not classify as 'exceptional circumstances', as the policy is already generous in terms of the floor area that it permits and it contains a clause specifically designed to allow an increase in height to accommodate larger boats and caravans.

RISK IDENTIFICATION & MITIGATION

21. The risk identification and categorisation relies on the City’s Risk Management Framework.

Risk	Likelihood	Consequence	Risk Analysis	Mitigation
Council’s support for the proposal could create a precedent for other applications and devalue the policy.	Likely	Moderate	High	Should Council support the proposal, it should consider whether the policy should be reviewed to accommodate similar applications.

FINANCIAL IMPLICATIONS

22. The proponent has paid the appropriate fee as per the Planning Fees Schedule adopted by Council. This fee is non-refundable.

LEGAL IMPLICATIONS

23. If Council refused the application, the proponent would then be entitled to seek a review of that decision with the State Administrative Tribunal. Such an appeal would be a Class 1 appeal which does not involve legal representation, and therefore costs would be mainly staff time.

ALTERNATE OPTIONS

24. Council has the option to grant Planning Scheme Consent for the oversize outbuilding outside of its policy parameters. Council may wish to advertise its intention to relax the provision of the Policy in accordance with provision 6.9.4 of Town Planning Scheme No. 3.

SUMMARY CONCLUSION

25. The proponent proposes to construct an extension to an existing outbuilding at the rear (south-eastern corner) of the site, requesting an area relaxation under Council’s Outbuildings Policy.
26. A 23.77m² relaxation is sought for the maximum floor area requirement of 120m² under Councils Outbuilding Policy, therefore proposing an outbuilding 143.77m² in area (almost a one fifth increase in the allowable floor area).
27. The City of Albany has some of the most generous outbuilding sizes compared to other Local Governments within the State. The floor area (size) requirement of the policy is requested to be varied, and therefore supporting this application could encourage further applications for oversize outbuildings on surrounding properties and could be used to set a practical precedent within Residential areas.

28. Approval for applications of this nature could have the effect of undermining the policy.

Consulted References	:	Council's Outbuildings Policy Town Planning Scheme No. 3
File Number (Name of Ward)	:	A186397 (West Ward)
Previous Reference	:	Nil

AGENDA ITEM 2.2 REFERS

To the Town Planning of City of Albany,
CC: Jessica Anderson

The existing shed which we are applying to extend is 100 square metres it is 20 square metres less than allowed size we use it as a storage shed and a caravan won't fit in.

We are applying to build a lean to on our existing shed for our caravan to be under cover.

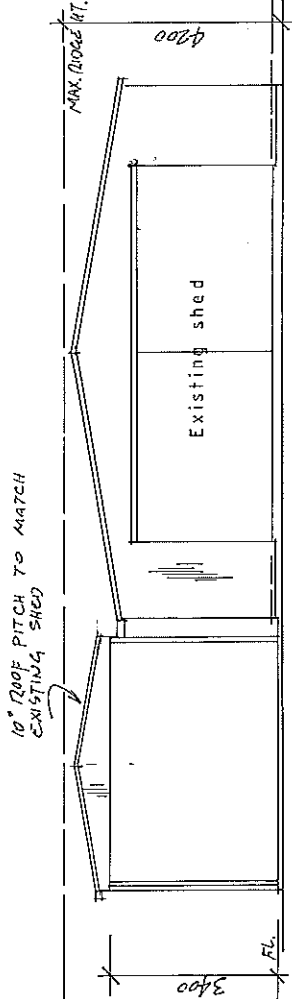
As we are allowed 120 square metres on our block, we still have 20 square metres to build on with attaching the lean to it will take us up to 145 square metres which is 25 square metres more than allowed.

So we are applying to have you approve the extra 25 square metres to allow this to go ahead.

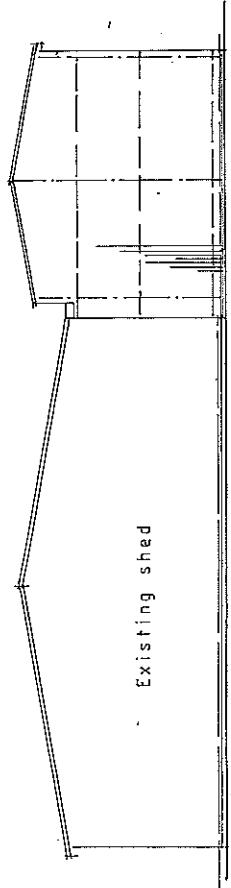
With the area this is all going to take place we have the room and this will not affect any of our neighbours.

Kind
Regards,
Greg & Leanne Remaj

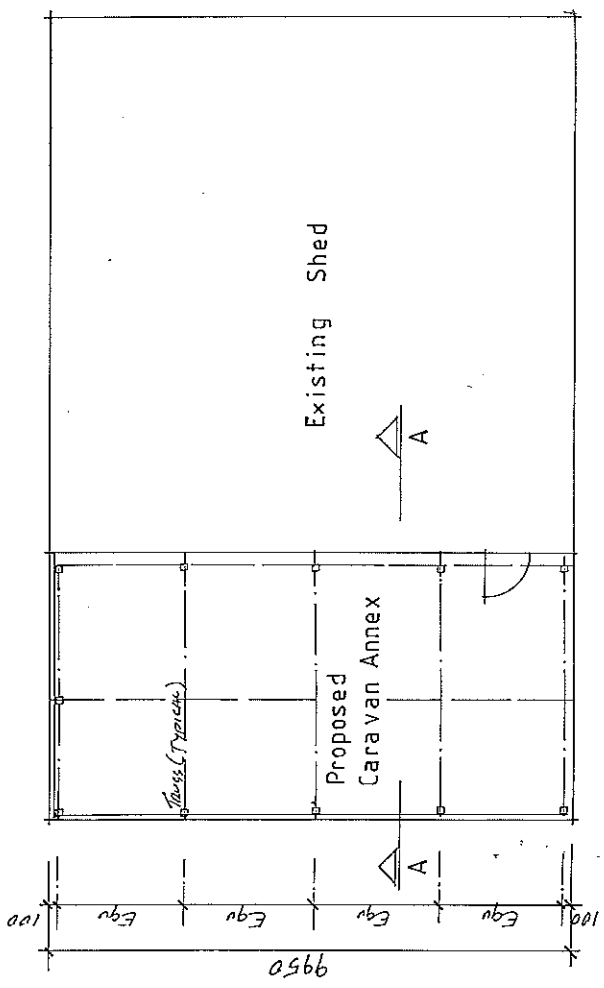
59 Lancaster Road
Mckail Albany
WA 6330
08 9841 3833
0409 851 765



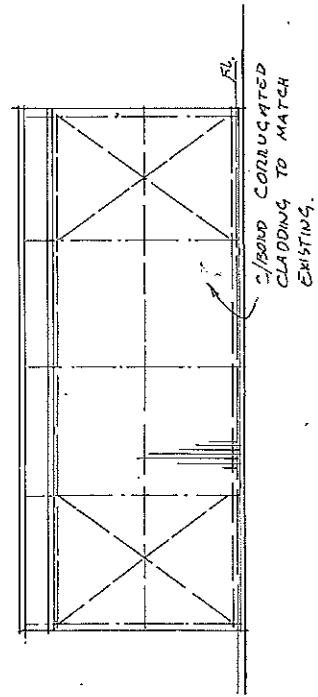
NORTH elevation
1:100



SOUTH elevation



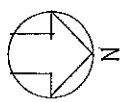
PLAN
1:100

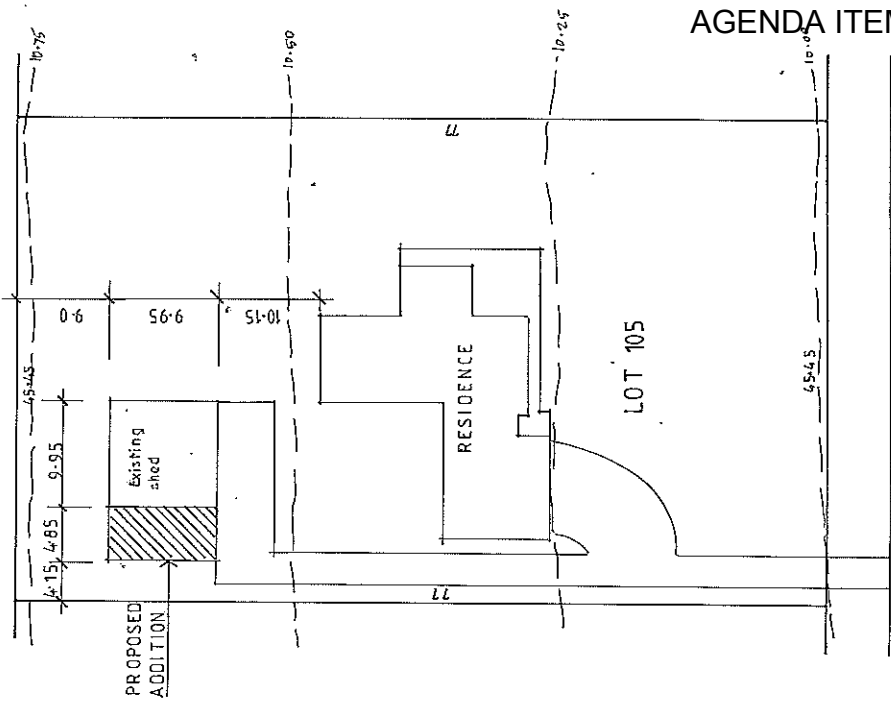


EAST elevation

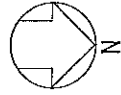
Proposed ADDITION to EXISTING SHED
for G.&L. REMAJ
Lot 105 Lancaster Rd, ALBANY.
Date Jan 2012 Scale as shown 794 12 A1/2

Swift
Drafting
Service
ph 98425350

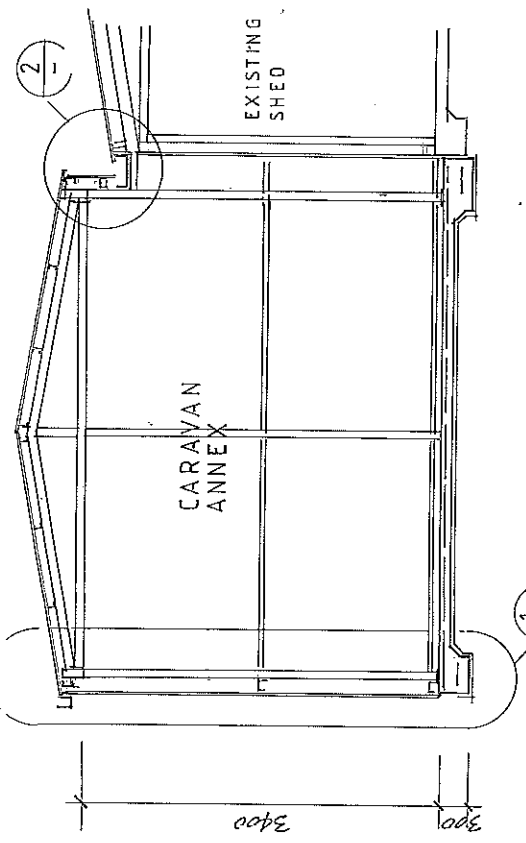




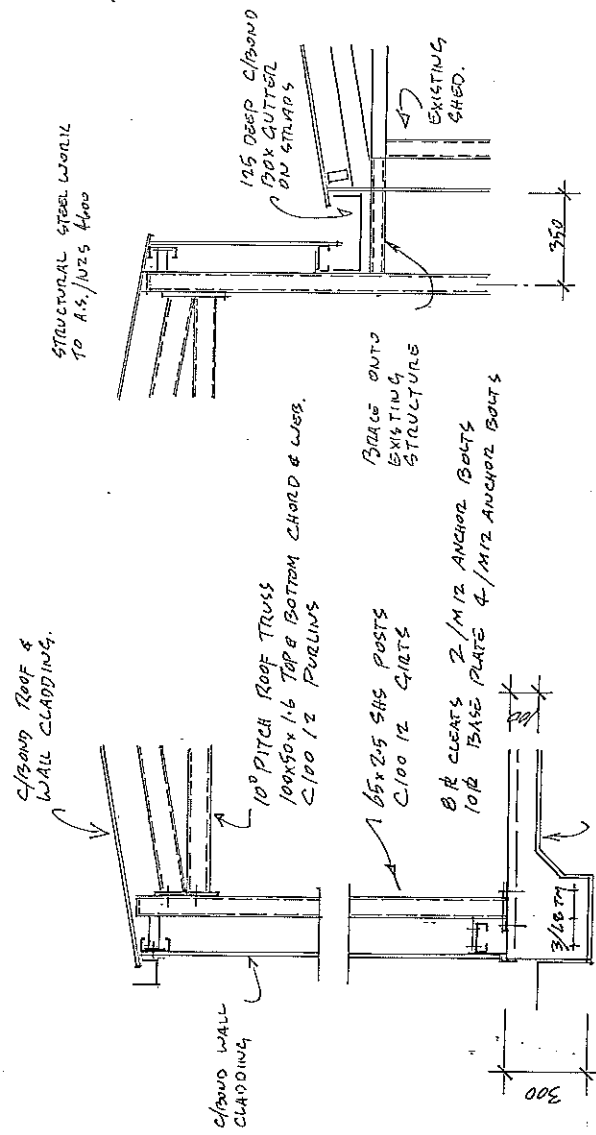
LANCASTER ROAD



SITE PLAN
1:500



SECTION A-A
1:50



DETAIL 2
1:20

DETAIL 1
1:20

CARAVAN ANNEX

EXISTING SHED

STRUCTURAL STEEL WORK
TO AS/NZS 4600

125 DEEP C/BOARD
BOX GUTTER
ON STAMPS

BRACE OUT
EXISTING
STRUCTURE

10° PITCH ROOF TRUSS
100x50x1.6 TOP & BOTTOM CHORD & WEB.
C/100 12 PURLINS

1 65x2.5 S4S POSTS
C/100 12 GILTS

Ø 8 CLEATS 2 / M12 ANCHOR BOLTS
1014 BASE PLATE 4 / M12 ANCHOR BOLTS

N20 CONC. FLOOR SLAB
S.L. 62 MESH 25 COVER ON
Ø 20 POLYTHENE Ø
SAND PAD COMPACTED TO
7/300 PENETROMETER
AS 1870

C/BOARD ROOF &
WALL CLADDING.

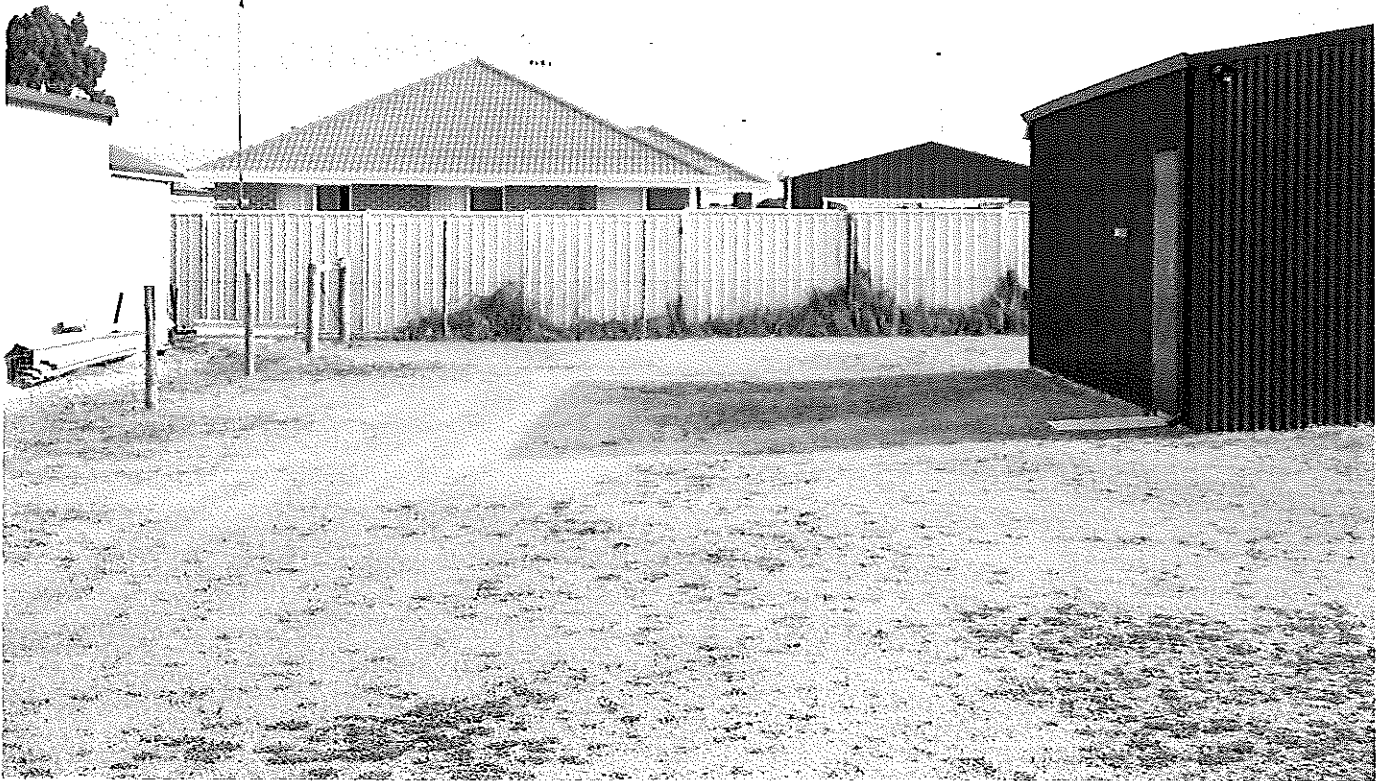
C/BOARD WALL
CLADDING

300

300

350

AGENDA ITEM 2.2 REFERS







I, Thomas Dolman, offer to purchase: 0409319715

2002 21ft Jayco Westsport Caravan on site at Karratha Caravan Park

From Gregory Anton Remaj

For a purchase price of \$32,500.00

With a deposit of \$ 500 to be paid upfront,

The remainder of \$32,000.00 to be paid

by bank cheque no later than 24-05-2011

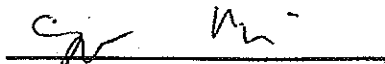
The van will be available to take possession by no later than

25-05-2011

Signed:


Thomas Dolman

13/5/11
Date


Seller

13-3-2011
Date

Paid - 23-05-2011

Insurance Renewal
Secure™ Caravan

AGENDA ITEM 2.2 REPORTS



☎ **1800 112 481**
www.cilinsurance.com.au

Policy Number
RCV 005858676

001571 000
MRS L & MR G A REMAJ
KARRATHA CARAVAN PARK
SITE 75
1060 MOOLIGUN ROAD
KARRATHA WA 6714

*Rang & Cancelled Van
26-05-2011
Send out cheque
✓*

Dear Mrs & Mr Remaj

17 January 2011

Your CIL Secure™ Caravan will expire on 16/02/2011 at 4.00pm and we invite you to renew your policy for a further twelve months.

Renewing your policy with us is quick and easy. Simply take a moment now to check that the amount and terms of cover provided by the policy continue to be suitable and the details on your new policy Schedule are correct. Should you wish to change the cover offered, or if any of this information is incorrect please contact us prior to 16/02/2011.

Changes to the excesses payable in the event of a claim

Basic Excess - Your basic excess amount has been increased, the new amount will be shown on your schedule. We recommend that you read the enclosed Product Disclosure Statement and Supplementary Product Disclosure Statement (SPDS) for details of the amended basic excess amount and to ensure the product meets your needs.

If the details are correct you need do nothing. We will renew your policy and continue to deduct your premium as we do currently under your ongoing authority. Details of the 30 day cooling off period we offer can be found in your policy booklet

If you would like more information regarding your policy renewal or to find out about the insurance services we offer, please call us on **1800 112 481**. You can obtain a further copy of the policy at any time, without charge, by phoning us.

Direct Debit Request

You have authorised Vero Insurance Limited (User ID 367825) to debit the amount payable and subsequent renewals to the following account.		Debit Details
BSB Number	066500	Payment on or after 16th day of each month
Account Number	00639879	
Account Name	MR GA AND & L REMAJ	
Financial institution fees (including any dishonour charges) and government charges may apply to these instalment amounts.		
Your Monthly Instalment	<i>Calculation on reverse</i>	\$49.42

We will debit your account automatically

This Direct Debit arrangement is governed by the terms and conditions of the Direct Debit Request Service Agreement, and your Vero policy.

Renewal Schedule

Secure™ Caravan

AGENDA ITEM 2.2 REPORT

CARAVAN AND
RV INSURANCE

1800 112 481

www.cilinsurance.com.au

Policy Number
RCV 005858676Transaction Date
17 January 2011

Period of Insurance

16 February 2011 to 4pm 16 February 2012

Issuer

Vero Insurance Limited ABN 48 005 297 807

Insured

MRS LEANNE REMAJ

MR GREGORY ANTON REMAJ

Excesses

Basic Excess \$200

This excess will apply to all claims. Additional excesses may apply in some circumstances. Please refer to your policy wording booklet.

Secure™ Caravan

Amount Insured

Insured Caravan

JAYCO WESPORT - 6.40M

Chassis Number

6AM00000011C70199

Registration 1TCR711

Agreed Value: \$30,700

Insured Annexe

\$2,000

Contents

\$2,000

Contents (Automatic cover)

\$1,000

Your No-Claim Bonus

4+ Years No-Claim Bonus

Accessories & Modifications

Mrs Leanne Remaj (19/04/1964) Regular

Mr Gregory Anton Remaj (28.09.1965) Regular

Risk Details

Your caravan is covered Australia Wide

Your caravan is not let out on hire

Friendly Claims Service

- 24 hours Claims Assistance
- One Call - One Resolution



1800 112 481

17/04/2012

REFER DISCLAIMER

2.3: PLANNING AND DEVELOPMENT COMMITTEE

Proponent : City of Albany
Responsible Officer(s) : Executive Director Planning and Development Services

IN BRIEF

ITEM 2.3: COMMITTEE RECOMMENDATION

MOVED: COUNCILLOR BOWLES
SECONDED: COUNCILLOR DUFTY

THAT Council does not support the Responsible Officer Recommendation for Item 2.2 of the Agenda, and that the CEO organise discussions to take place with the applicant in regard to reducing roof height of proposed structure, which would ensure a wall height that is consistent with the provisions of Council Policy.

CARRIED 10-3

Record of Vote

Against the Motion: Mayor Wellington, Councillors Stocks and Bostock

CEO:

RESPONSIBLE OFFICER:

2.4: NEW BUILDING ACT 2011

Land Description	: Whole of Municipality
Proponent	: City of Albany
Attachment	: Delegation of Authority – Appointment of Authorised Persons
Responsible Officer	: A/Executive Director Planning & Development Services (S Lenton)

IN BRIEF

- Council consideration on an additional delegation of power associated with the *Building Act 2011*.

**ITEM 2.4: RESPONSIBLE OFFICER RECOMMENDATION
VOTING REQUIREMENT: ABSOLUTE MAJORITY**

**MOVED: COUNCILLOR GREGSON
SECONDED: COUNCILLOR SUTTON**

THAT Council adopts a delegation to allow the Chief Executive Officer to appoint authorised persons, as shown in Attachment 1, which will take effect as from 1 May 2012.

**CARRIED 13-0
ABSOLUTE MAJORITY**

BACKGROUND

1. At its Ordinary Meeting held on 13 December 2011, Council considered a report on the changes to building control in Western Australia resulting from the *Building Act 2011* and resolved to endorse the following delegations:
 - Section 20 - Approve or refuse a Building Permit;
 - Section 21 - Approve or refuse a Demolition Permit;
 - Section 22 - Further grounds for refusing to grant a Building or Demolition Permit;
 - Section 58 - Issue of Occupancy Permit and Building Approval Certificate;
 - Section 65 - Consider Extending the period of duration of a Occupancy Permit or Building Approval Certificate;
 - Section 110 - Issue Building Orders;
 - Section 117 - Revoke Building Orders; and
 - Section 139 - Authority to commence prosecutions.
2. Section 96 of the *Building Act 2011* enables the City to effectively and efficiently fulfil its obligations under the Act through the appointment of authorised persons.
3. To ensure good governance in building control, it is necessary to delegate the authority to appoint authorised persons for the purposes of the *Building Act 2011* to the Chief Executive Officer.

DISCUSSION

4. The new building legislation (Act and Regulations) will alter the role of local governments in the assessment and processing of building permit applications and the enforcement of construction standards. This new legislation prescribes the roles, responsibilities and authority of various parties involved in the building permit process including local governments.
5. Some of the main changes are:
 - Applicants will have the option of engaging the services of a registered private building surveyor or a registered local government building surveyor.
 - The provision of a definition on what constitutes a building and clear exemptions from the building permit process.
 - The establishment of permit authorities, which can be state government, local government or a special permit authority consisting of a group of local governments;
 - The establishment of timelines and penalties for dealing with permit applications, for example:
 - Certified applications (private building surveyor) - 10 business days.
 - Uncertified application (local government building surveyor) - 25 business days.
 - Occupancy certificates - 10 business days.

Should a local government fail to determine an application within the prescribed timeframes the *Building Act 2011* requires all fees paid for the assessment of the application to be refunded and the local government will still be required to determine the application.

- Sets out the documentation and information to be submitted by a builder/applicant with an application for a Building Permit. Local governments have the authority to return incomplete applications.
- A building permit application is deemed refused if a builder/applicant fails to meet the prescribed timeframe for the submission of additional information. **The application fee will be retained by local government and applicants will be required to submit a fresh application with full fees payable.**
- Extends the statute of limitations from two to three or six years depending on the offence.

GOVERNMENT CONSULTATION

6. Building Services team officers have undertaken informal consultation with Building Commission staff regarding the implementation of the *Building Act 2011* and *Building Regulations 2012*.

PUBLIC CONSULTATION / ENGAGEMENT

7. Industry and community consultation regarding the implementation of the *Building Act 2011* and how it affects the Western Australian building industry is the responsibility of the Building Commission.

STATUTORY IMPLICATIONS

9. The *Building Act 2011* and the *Building Regulations 2012* apply to the whole of the City of Albany.

STRATEGIC IMPLICATIONS

10. This item relates to the following elements from the City of Albany Strategic Plan (2011-2021):

Key Focus Area:

Organisational Performance

Community Priority

Nil

Proposed Strategies

Develop clear processes and policies and ensure consistent, transparent application across the organisation.

POLICY IMPLICATIONS

11. There are no policy implications associated with this item.

RISK IDENTIFICATION & MITIGATION

12. The risk identification and categorisation relies on the City's Risk Management Framework.

Risk	(L)	(C)	Risk Rating	Mitigation
<i>Proposed delegation not adopted.</i>	<i>Possible.</i>	<i>Medium</i>	<i>High</i>	<i>Adopt the proposed delegations.</i>

FINANCIAL IMPLICATIONS

13. There are no financial implications associated with this item.

ALTERNATE OPTIONS & LEGAL IMPLICATIONS

14. The *Building Act 2011* provides local governments with greater power to ensure that the community building standards are maintained. The penalties have been set to reflect the severity of the offence, for example the penalty for building without a building permit, when one is required, ranges from \$50,000 to \$100,000 with 12 months imprisonment provided the prosecution is within the statute of limitations.
15. To ensure the City of Albany has the ability to enforce the requirements of the *Building Act 2011* it is necessary to provide authority to allow officers to enter building sites and investigate possible or alleged offences. It is therefore essential that authorised persons are appointed to undertake this role. Should the delegation not be provided the City's building surveyors will not have the legal authority to enter building sites to carry out their enforcement role.

SUMMARY CONCLUSION

16. To enable the City to effectively and efficiently fulfil its obligations, it is necessary to delegate the authority to appoint authorised persons for the purposes of the *Building Act 2011* to the Chief Executive Officer.

Consulted References	<i>Building Act 2011</i>
File Number (Name of Ward)	All Wards
Previous Reference	OCM 13/12/2011 - Item 2.5



Delegation of Authority

APPOINTMENT OF AUTHORISED PERSONS

Function to be performed:	Authority to appoint authorised persons pursuant to section 96 of the <i>Building Act 2011</i> .
Delegator:	Council of the City of Albany
Delegate:	Chief Executive Officer
Sub-delegation to:	Executive Director Planning and Development Services Executive Manager Building and Health Services Senior Building Surveyor Building Surveyors
Legislative Powers:	Sections 96 and 127 of the <i>Building Act 2011</i>
Conditions and Exceptions:	1) Be employed by the City of Albany in accordance with section 5.36 of the <i>Local Government Act 1995</i> ; and 2) Hold the appropriate qualifications as set out under Regulation 6 of the <i>Local Government (Building Surveyors) Regulations 2008</i>
Duration of delegation:	Until next annual review
Origin of Delegation:	
Delegation last reviewed:	

4.1: LIST OF ACCOUNTS FOR PAYMENT – MARCH 2012

File Number (Name of Ward) : FM.FIR.2 - All Wards
Appendices : List of Accounts for Payment
Responsible Officer : Acting Executive Director Corporate Services (P Wignall)

6.53PM: Councillors Stocks and Bowles left the Chamber after declaring an interest in this item.

ITEM 4.1: RESPONSIBLE OFFICER RECOMMENDATION

MOVED: COUNCILLOR DUFTY
SECONDED: COUNCILLOR GREGSON

The list of accounts authorised for payment under delegated authority to the Chief Executive Officer for the period ending 16 March 2012 totalling \$3,425,067.67 be RECEIVED.

CARRIED 11-0

BACKGROUND

1. Council has delegated to the Chief Executive Officer the exercise of its power to make payments from the City's municipal and trust funds. In accordance with Regulation 13 of the Local Government (Financial Management) Regulations 1996, a list of accounts paid by the Chief Executive Officer is to be provided to Council.

DISCUSSION

2. The table below summarises the payments drawn from the municipal fund for the period ending 16 March 2012. Further details of the accounts authorised for payment by the Chief Executive Officer is included within the Elected Members Report/Information Bulletin.

Municipal Fund

Trust	Totalling	\$0.00
Cheques	Totalling	\$35,700.18
Electronic Fund Transfer	Totalling	\$2,528,269.66
Credit Cards	Totalling	\$7,465.91
Payroll	Totalling	\$853,631.92
	TOTAL	<u>\$3,425,067.67</u>

3. As at 16 March 2012, the total outstanding creditors, stands at **\$533,174.36** and made up follows:

Current	\$299,569.03
30 Days	\$189,220.55
60 Days	\$15,668.06
90 Days	\$28,716.72
TOTAL	\$533,174.36

4. Cancelled cheques – No cheques have been cancelled.

STATUTORY IMPLICATIONS

5. Regulation 12(1)(a) of the Local Government (Financial Management) Regulations 1996, provides that payment may only be made from the municipal fund or a trust fund if the Local Government has delegated this function to the Chief Executive Officer or alternatively authorises payment in advance.
6. The Chief Executive Officer has delegated authority to make payments from the municipal and trust fund.
7. Regulation 13 of the Local Government (Financial Management) Regulations 1996 provides that if the function of authorising payments is delegated to the Chief Executive Officer, then a list of payments must be presented to Council and recorded in the minutes.

FINANCIAL IMPLICATIONS

8. Expenditure for the period to 16 March 2012 has been incurred in accordance with the 2011/2012 budget parameters.

POLICY IMPLICATIONS

9. The City's 2011/2012 Annual Budget provides a set of parameters that guides the City's financial practices.

SUMMARY CONCLUSION

10. That list of accounts have been authorised for payment under delegated authority.

File Number (Name of Ward)	FM.FIR.2 - All Wards
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Councillors Stocks and Bowles returned to the Chamber. They did not participate in the discussion or vote.

TRUST CHEQUES AND ELECTRONICS FUNDS TRANSFER PAYMENTS

AGENDA ITEM 4.1 REFERS

EFT/CHQ	Date	Name	Description	Amount	Amount
MASTERCARD TRANSACTIONS - February 2012					
	Date	Payee	Description	Amount	Amount
	21-February-2012	Albany Chamber of Commerce & Industry	ACCI Business Awards 2 x Tickets - Mayor Wellington	\$ 270.00	270.00
	28-January-2012	Skywest	Airfare L Hill Perth/Albany - Airport Upgrade Meetings	\$ 204.60	204.60
	28-January-2012	Skywest	Airfare P Hueppauff Albany/Perth - Perth/Albany - Records Training	\$ 443.38	443.38
	31-January-2012	Australian Building Codes Board	Building Code of Australia 2012	\$ 2,085.00	2,085.00
	01-February-2012	LGMA	2012 LGMA Finance Professionals conference registration - P Wignall	\$ 750.00	750.00
	08-February-2012	Qantas	Airfare F James & B Button - Flights Cancelled - credit to come	\$ 1,738.80	1,738.80
	08-February-2012	Skywest	Airfare F James & B Button - Flights Cancelled - credit to come	\$ 965.96	965.96
	14-February-2012	Hotel Grand Chancellor	Accommodation A McEwan - Conference Tasmania	\$ 223.30	223.30
	20-February-2012	Albany Chamber of Commerce & Industry	F James - Delegate Greenstream to Mainstream Conference 13/3/12	\$ 327.00	327.00
	20-February-2012	Skywest	Airfare N Stringall - Albany/Perth - Perth/Albany HR Meeting	\$ 503.33	503.33
	Various	Sundry < \$ 200.00		-	-45.46
			TOTAL	7,465.91	7,465.91

Payroll - 18th February 2012 - 16th March 2012

	22/02/2012	Payroll		\$ 420,004.67	420,004.67
	23/02/2012	Sundry Pay		\$ 656.74	656.74
	28/02/2012	Sundry Pay		\$ 5,422.39	5,422.39
	7/03/2012	Payroll		\$ 421,699.50	421,699.50
	7/03/2012	Sundry Pay		\$ 381.32	381.32
	8/03/2012	Sundry Pay		\$ 5,467.30	5,467.30
			TOTAL	853,631.92	853,631.92

Chq	Date	Name	Description	Amount
27922	23/02/2012	CHARMAYNE DELLI-BENEDETTI	BASKETBALL REFUND	25.70
27923	23/02/2012	TAMARA COX	SWIM SCHOOL REIMBURSEMENT	73.60
27924	23/02/2012	GRAHAM AND ROBYN MURRAY	CROSSEVER SUBSIDY 78 MERMAID AVENUE EMU POINT	255.73
27925	23/02/2012	JOSEPH PECZKA ATF THE JOJAN FAMILY TRUST	CROSSEVER SUBSIDY LOT 60 ELIZABETH STREET BAYONET HEAD	320.51
27926	23/02/2012	ALBANY BAPTIST CHURCH INC	Rates refund for assessment A211867 5 PARISH STREET YAKAMIA WA 6330	925.32
27927	23/02/2012	DEPARTMENT OF TRANSPORT	VEHICLE REGISTRATION	547.60
27928	23/02/2012	DEPARTMENT OF REGIONAL DEVELOPMENT AND LANDS	FEES FOR LICENCE FOR RESERVE 16692	220.00
27929	23/02/2012	TELSTRA CORPORATION LIMITED	ADSL CHARGES	29.95
27930	23/02/2012	WATER CORPORATION	WATER USAGE CHARGES - TOILETS AT LA PEROUSE RD 27/10/11 - 13/2/12	71.90
27931	23/02/2012	DEPARTMENT OF RACING, GAMING AND LIQUOR	OCCASIONAL LIQUOR LICENCE APPLICATION - ACTIVITY ID#552138	50.00
27932	23/02/2012	AMP FLEXIBLE LIFETIME SUPER PLAN	Superannuation contributions	787.37
27933	23/02/2012	AMP RSA	Superannuation contributions	309.04
27934	23/02/2012	HESTA SUPER FUND	Superannuation contributions	1028.10
27935	23/02/2012	HOSTPLUS PTY LTD	Superannuation contributions	54.01
27936	23/02/2012	IOOF INVESTMENT MANAGEMENT LTD	Superannuation contributions	798.30
27937	23/02/2012	MEDIA SUPER	Superannuation contributions	316.22
27938	23/02/2012	MLC NOMINEES PTY LTD	Superannuation contributions	419.50
27939	23/02/2012	MLC NOMINEES PTY LIMITED	Superannuation contributions	789.96
27940	23/02/2012	NATIONAL MUTUAL RETIREMENT FUND	Superannuation contributions	386.66
27941	23/02/2012	IOOF GLOBAL ONE (EX SKANDIA GLOBAL)	Superannuation contributions	780.92
27942	23/02/2012	IOOF GLOBAL ONE (EX SKANDIA GLOBAL)	Superannuation contributions	300.17
27943	23/02/2012	SUPERWRAP PERSONAL SUPER PLAN	Superannuation contributions	784.38
27944	23/02/2012	TOWER TRUST LIMITED	Superannuation contributions	309.04
27945	23/02/2012	UNI SUPER	Superannuation contributions	252.58
27946	28/02/2012	DEPARTMENT OF RACING, GAMING AND LIQUOR	OCCASIONAL LIQUOR LICENCE APPLICATION - ACTIVITY ID # 552138	50.00
27947	01/03/2012	MS CARON GOODBOURN	CROSSEVER SUBSIDY FOR 60 TARGET ROAD, YAKAMIA	149.71
27948	01/03/2012	MR MICHAEL STONE	CROSSEVER SUBSIDY FOR 4 DREW LANE	417.69
27949	01/03/2012	ALBANY CORK & PARQUETRY	SANDING OF JARRAH FLOORS IN THE TOWN HALL	7250.00
27950	01/03/2012	AUSCOINSWEST	500 SOUVENIR COINS + P/H	566.50
27951	01/03/2012	BUJEGGE'S SOUTH WELDING	FABRICATE SPREADER BOX (INCLUDES MATERIALS AND LABOUR)	4114.00
27952	01/03/2012	DEPARTMENT OF TRANSPORT	VEHICLE REGISTRATION	136.90
27953	01/03/2012	NORTH ROAD LIQUOR	ICE BAGS AND CARLTON MID BEER	80.50
27954	01/03/2012	SENSIS PTY LTD	YELLOW ONLINE DIGITAL STARTER	37.84
27955	01/03/2012	TELSTRA CORPORATION LIMITED	TELEPHONE CHARGES	5395.45
27956	01/03/2012	WATER CORPORATION	WATER USAGE	186.35
27957	01/03/2012	WESTERN POWER	VOLTAGE TEST AND PLANT INSPECTION	738.10
27958	08/03/2012	SARAH LEMBO	SWIMMING LESSON REFUND FOR TOMMASO LEMBO	92.00
27959	08/03/2012	SCOTT MACAULAY	CROSSEVER SUBSIDY 32 RIVERWOOD ROAD	246.89
27960	08/03/2012	DAVID LAWRIE	CROSSEVER SUBSIDY FOR LOT 824 NOTLEY STREET	176.22

AGENDA ITEM 4.1 REFERRERS

27961	08/03/2012	LYNETTE JOY MARWICK	CROSSOVER SUBSIDY FOR 85 CATALINA ROAD	241.00
27962	08/03/2012	CITY OF SUBIACO	LOST STOCK FROM LIBRARY	8.80
27963	08/03/2012	DEPARTMENT OF TRANSPORT	1X AMAZING ALBANY NUMBER PLATE 4000A	310.00
27964	08/03/2012	PETTY CASH - DEPOT	PETTY CASH REIMBURSEMENT	357.95
27965	08/03/2012	INFRINGEMENTMENT PAYMENT CENTRE	FAILING TO COMPLY NOTICE WITH A NOTICE REQUESTING INFORMATION	163.50
27966	14/03/2012	JEREMY AND BELINDA PIPER	CROSSOVER SUBSIDIES	3524.99
27967	14/03/2012	DEPARTMENT OF ATTORNEY GENERAL	PROBATE SEARCH - ELIZABETH TIMEWELL, DENNIS O'HALLORAN, CHARLOTTE O'HALLORAN, MARY CAMERON	109.20
27968	14/03/2012	DOMINO'S PIZZA ALBANY	FIRE EMERGENCY STAFFING NEEDS	232.85
27969	14/03/2012	HR SETTLEMENTS	Rates refund for assessment A195590	392.68
27970	14/03/2012	PETTY CASH - CITY OF ALBANY	PETTY CASH REIMBURSEMENTS	246.60
27971	14/03/2012	PETTY CASH - VANCOUVER ARTS CENTRE	VAC PETTY CASH	503.50
27972	14/03/2012	SHIEL FAMILY PHYSIOTHERAPY	PHYSIO EQUIPMENT	70.00
27973	14/03/2012	MRS M HUNTER	REFUND FOR SWIM LESSONS FOR VANESSA HUNTER	64.40

TOTAL

35700.18

AGENDA ITEM 4.1 REFERS

EFT	Date	Name	Description	Amount
EFT72628	23/02/2012	ALBANY COMMUNITY HOSPICE	Payroll deductions	44.00
EFT72629	23/02/2012	AMP SUPERANNUATION LIMITED	Superannuation contributions	1176.82
EFT72630	23/02/2012	AUSTRALIAN TAXATION OFFICE	Payroll deductions	216613.67
EFT72631	23/02/2012	AUSTRALIAN SERVICES UNION WA BRANCH	Payroll deductions	4023.06
EFT72632	23/02/2012	AUSTRALIAN PRIMARY SUPERANNUATION FUND	Superannuation contributions	319.88
EFT72633	23/02/2012	AUSTRALIAN SUPER	Superannuation contributions	1355.53
EFT72634	23/02/2012	AUSTRALIAN ETHICAL SUPERANNUATION FUND	Superannuation contributions	228.14
EFT72635	23/02/2012	BT SUPER FOR LIFE	Superannuation contributions	741.54
EFT72636	23/02/2012	BT SUPER FOR LIFE	Superannuation contributions	381.36
EFT72637	23/02/2012	CHILD SUPPORT AGENCY	Payroll deductions	495.99
EFT72638	23/02/2012	COLONIAL FIRST STATE ROLLOVER & SUPER FUND	Superannuation contributions	484.25
EFT72639	23/02/2012	COLONIAL FIRST STATE FIRSTCHOICE PERSONAL SUPER	Superannuation contributions	737.40
EFT72640	23/02/2012	COLONIAL FIRST STATE FIRSTCHOICE PERSONAL SUPER	Superannuation contributions	912.12
EFT72641	23/02/2012	GENERATIONS PERSONAL SUPER FUND	Superannuation contributions	79.18
EFT72642	23/02/2012	GENERATIONS PERSONAL SUPER FUND	Payroll deductions	449.70
EFT72643	23/02/2012	GENERATIONS PERSONAL SUPER FUND	Superannuation contributions	43.99
EFT72644	23/02/2012	HBF OF WA	Payroll deductions	683.40
EFT72645	23/02/2012	ING INTEGRA SUPER	Superannuation contributions	298.96
EFT72646	23/02/2012	ING ONE ANSWER PERSONAL SUPER	Superannuation contributions	468.85
EFT72647	23/02/2012	ING INTEGRA SUPER	Payroll deductions	68.65
EFT72648	23/02/2012	MACQUARIE BANK	Superannuation contributions	3670.14
EFT72649	23/02/2012	MACQUARIE BANK LIMITED	Payroll deductions	2879.12
EFT72650	23/02/2012	OAK TREE SUPERANNUATION FUND	Superannuation contributions	68.34
EFT72651	23/02/2012	ONEPATH MASTERFUND	Superannuation contributions	1481.18
EFT72652	23/02/2012	REST SUPERANNUATION	Superannuation contributions	4647.86
EFT72653	23/02/2012	MARITIME SUPER	Superannuation contributions	165.01
EFT72654	23/02/2012	SPECTRUM SUPER	Superannuation contributions	207.41
EFT72655	23/02/2012	SUMMIT MASTER TRUST PERSONAL SUPERANNUATION PLAN	Superannuation contributions	40.77
EFT72656	23/02/2012	WA LOCAL GOVT SUPERANNUATION	Superannuation contributions	106000.99
EFT72657	23/02/2012	WAYNE JOHN STEAD PTY LTD SUPERANNUATION FUND	Payroll deductions	1228.65
EFT72658	23/02/2012	WESTSCHEME	Superannuation contributions	2508.41
EFT72659	23/02/2012	ARRB GROUP LTD	MANAGING ROAD PAVEMENT ASSETS 14/15 MARCH 2012	1358.50
EFT72660	23/02/2012	AD CONTRACTORS PTY LTD	Litres of catamol for urban patching truck	1573.00
EFT72661	23/02/2012	ALBANY ADVERTISER LTD	FULL PAGE PROMOTIONAL AD - 2012 AUSTRALIA DAY EVENT	5548.49
EFT72662	23/02/2012	ALBANY CRANE HIRE	being for the removal of the xmas lights from the tree	1551.00
EFT72663	23/02/2012	ALBANY PRINTERS	Printing of 100 Australia Day Birthday Cards	141.90
EFT72664	23/02/2012	ALBANY V-BELT AND RUBBER	FILTERS/VEHICLE PARTS	181.56
EFT72665	23/02/2012	ALBANY SWEEP CLEAN	Sweeping of carparks, pathways and boardwalks	2079.00
EFT72666	23/02/2012	ALBANY STOCKFEEDS	PIG FOOD PELLETS	24.50
EFT72667	23/02/2012	ALBANY REFRIGERATION	REFRIGERATION & AIRCONDITIONING REPAIRS & MAINTENANCE	511.50
EFT72668	23/02/2012	ALBANY SKIPS AND WASTE SERVICES	SKIP BIN HIRE MERCER ROAD	205.00

AGENDA ITEM

ITEM	DATE	DESCRIPTION	AMOUNT
EFT72669	23/02/2012	ALBANY OFFICE PRODUCTS - NORTH ROAD	526.55
EFT72670	23/02/2012	ALBANY COMBINED CABS PTY LTD	35.70
EFT72671	23/02/2012	ALINTA	234.45
EFT72672	23/02/2012	ANDIMAPS	460.00
EFT72674	23/02/2012	ARDESS NURSERY	62.10
EFT72675	23/02/2012	ANNABEL JANE ARNOLD	467.50
EFT72676	23/02/2012	ATC WORK SMART	10246.63
EFT72677	23/02/2012	BARKERS TRENCHING SERVICES	1210.00
EFT72678	23/02/2012	SALLY RUTH BELL	24.54
EFT72679	23/02/2012	BENNETTS BATTERIES	1850.20
EFT72680	23/02/2012	ADVANCED TRAFFIC MANAGEMENT (WA) PTY LTD	516.63
EFT72681	23/02/2012	ALBANY BITUMEN SPRAYING	4900.50
EFT72682	23/02/2012	BLACKWOODS	461.47
EFT72683	23/02/2012	ALBANY BOBCAT SERVICES	480.00
EFT72684	23/02/2012	JILL BOSTOCK	4812.50
EFT72685	23/02/2012	BROWNES FOODS OPERATIONS PTY LTD	265.43
EFT72686	23/02/2012	CARDNO (WA) PTY LTD	186.00
EFT72687	23/02/2012	BUNNINGS BUILDING SUPPLIES PTY LTD	848.61
EFT72688	23/02/2012	CAMTRANS ALBANY PTY LTD	275.00
EFT72689	23/02/2012	CAMLIN SPRINGS WATER DISTRIBUTORS	408.00
EFT72690	23/02/2012	CAPE AGENCIES	123.00
EFT72691	23/02/2012	J & S CASTLEHOW ELECTRICAL SERVICES	11002.86
EFT72692	23/02/2012	CID EQUIPMENT PTY LTD	4060.87
EFT72693	23/02/2012	BIS CLEANAWAY LIMITED	4638.93
EFT72694	23/02/2012	COCA-COLA AMATIL PTY LTD	447.96
EFT72695	23/02/2012	COLES SUPERMARKETS AUSTRALIA PTY LTD	1021.77
EFT72696	23/02/2012	COMFORT INN BAY OF ISLES	148.00
EFT72697	23/02/2012	COVS PARTS PTY LTD	82.06
EFT72698	23/02/2012	HOLCIM (AUSTRALIA) PTY LTD	2914.57
EFT72699	23/02/2012	AL CURNOW HYDRAULICS	92.84
EFT72700	23/02/2012	CYNERGIC COMMUNICATIONS	493.90
EFT72701	23/02/2012	D & K ENGINEERING	1215.50
EFT72702	23/02/2012	CGS QUALITY CLEANING	4508.29
EFT72703	23/02/2012	FARM FRESH W/SALERS (VIOLET PARK HOLDINGS P/L	
EFT72704	23/02/2012	FIRE AND EMERGENCY SERVICES AUTHORITY OF WESTERN AUSTRALIA	5.88
EFT72705	23/02/2012	THE FIXUPPERY	631881.02
EFT72706	23/02/2012	FLIPS ELECTRICS	140.01
		Repair pressure cleaner	467.50
		STATIONERY ITEMS	
		YAC TAXI FARES	
		GAS USAGE CHARGES 11/1/2012 - 9/2/2012	
		ALBANY STREET GUIDE 2012 ADVERTISING	
		plant & pot main office entry	
		THE ARTISTS WAY CLASS FACILITATION 9/2/12	
		TEMPORARY STAFF - B. SCOTT	
		m trenching at railways for new pipe	
		Rates refund for assessment A47101 22 BRONTE STREET MILPARA WA 6330	
		200 litre drums of Rubia 15W40 engine oil	
		Hours Hire of Traffic Control 16 January 2012	
		Reinstate driveways from 314 to 332 with hotmix and cover a section out the front of 314 along the new pathway	
		PROTECTIVE EQUIPMENT	
		Hire of Bobcat for Tree Lopping	
		COUNCILLOR SITTING FEES 25/10/07 - 30/6/08	
		CATERING SUPPLIES	
		Cull Road Stormwater Impact Study	
		Gazebo x 2. Mallet for events box. Foam floor mats for kids tent.	
		FREIGHT CHARGES	
		WATER CONTAINER REFILLS	
		GAS BOTTLE REFILLS	
		LOCKYER AVENUE - INSTALLATION OF STREET LIGHT CABLES AND POLES AND ALL OTHER WORKS AS DESCRIBED ON DRAWING 22964-ALB-U/P1	
		Repairs to Faulty Park Brake on Volvo Grader	
		RUBBISH REMOVAL CONTRACT	
		CATERING SUPPLIES	
		GROCERIES	
		ACCOMMODATION AND MEALS FOR GARRY TURNER	
		VEHICLE PARTS	
		Tonne Metal Dust Delivered Wednesday 11 January 2012 on Site Cnr Firth Street & Emu Beach Drive	
		VEHICLE PARTS/MAINTENANCE	
		WEB SITE MAINTENANCE	
		Supply and fit new cutting edge to bobcat bucket	
		Cleaning as discussed and quoted 23/11/2011 premises 2 Flinders Parade Middleton Beach	
		CATERING SUPPLIES	
		3RD QUARTER ESL CONTRIBUTION EMERGENCY SERVICES LEVY	
		WINDOW WASHING	

AGENDA

ITEM

REFER

EFT72707	23/02/2012	GALLERY 500	PAINTING SUPPLIES	221.50
EFT72708	23/02/2012	GLASS SUPPLIERS	REGLAZING OF WINDOWS FESA BUILDING	2062.75
EFT72709	23/02/2012	GORDON WALMSLEY PTY LTD	METRES OF SEMI MOUNTABLE KERB	5846.00
EFT72710	23/02/2012	GRAY & LEWIS	CONTRACT PLANNING SERVICES	680.90
EFT72711	23/02/2012	GREAT SOUTHERN PERSONNEL	GARDENING/GROUND SERVICES LOTTERIES HOUSE	95.79
EFT72712	23/02/2012	GREAT SOUTHERN SAND AND LANDSCAPING SUPPLIES	Hire of D7 Dozer and 20 Tonne Excavator	14272.59
EFT72713	23/02/2012	GREAT SOUTHERN PACKAGING SUPPLIES	CLEANING SUPPLIES	316.64
EFT72714	23/02/2012	GREAT SOUTHERN LIQUID WASTE	SERVICE ABLUTIONS AT COSY CORNER EAST	740.00
EFT72715	23/02/2012	GREAT SOUTHERN TOURISM EVENTS	SPONSORSHIP TASTE GREAT SOUTHERN 2012	2750.00
EFT72716	23/02/2012	GT BEARING AND ENGINEERING SUPPLIES	VEHICLE PARTS	15.00
EFT72717	23/02/2012	GWN GREAT SOUTHERN	TV advertising for Australia Day 2012	1100.00
EFT72718	23/02/2012	HALLMARK EDITIONS PTY LTD	ADVERTISING	275.00
EFT72719	23/02/2012	HELEN LEEDER-CARLSON	WEDNESDAY PAINTING WITH HELEN	240.00
EFT72720	23/02/2012	RATTEN & SLATER MACHINERY	VEHICLE PARTS	142.68
EFT72721	23/02/2012	IBM AUSTRALIA LTD	MONTHLY SCHEDULE FOR SERVICES, IBM EXPRESS MANAGED SERVICES	1307.08
EFT72722	23/02/2012	ISIS CAPITAL LIMITED	MONTHLY GYM EQUIPMENT	3494.82
EFT72723	23/02/2012	JOHN ALEXANDER JAMIESON	To establish finish levels based on a 1 in 5 batter slope for the south eastern corner of Hanrahan Rd Landfill	2475.00
EFT72724	23/02/2012	JIMS TEST AND TAG	Testing and tagging - Vancouver Arts Centre	1857.53
EFT72725	23/02/2012	KANDOO WINDSCREENS	WINDSCREEN REPAIRS	341.00
EFT72726	23/02/2012	KLB SYSTEMS	IT EQUIPMENT FOR LIBRARY ON LINE SERVICES	5929.00
EFT72727	23/02/2012	KNOTTS PLUMBING PTY LTD	PLUMBING REPAIRS/MAINTENANCE	2546.30
EFT72728	23/02/2012	MERRIFIELD REAL ESTATE	RENT TO FEB 12 & MAR 12 23/71 COCKBURN RD TENANT ID 520 PJ & LA MACDONNELL	400.00
EFT72729	23/02/2012	METROOF ALBANY	ROOFING MATERIALS	1013.83
EFT72730	23/02/2012	MIDALIA STEEL PTY LTD	STEEL SUPPLIES	229.23
EFT72731	23/02/2012	MISS MAUD SWEDISH HOTEL	2 nights accommodation - 31st Jan & 1st Feb 2012	394.45
EFT72732	23/02/2012	MT BARKER COMMUNICATIONS	SUPPLY AND FIT 2 WAY RADIO	1389.30
EFT72733	23/02/2012	OPUS INTERNATIONAL CONSULTANTS LTD	Reissue construction plans for Humphreys Street upgrade as stage 1 asphalt overlay and stage 2 drainage, also revise the BoQ to reflect stage 1 & 2.	5793.97
EFT72734	23/02/2012	PC MACHINERY	VEHICLE PARTS/MAINTENANCE	682.44
EFT72735	23/02/2012	FULTON HOGAN INDUSTRIES	only 15.8kgs EzStreet cold asphalt pothole patch	3960.00
EFT72736	23/02/2012	HANSON CONSTRUCTION MATERIALS PTY LTD	2 cub mtrs Concrete Footpath Mix - 25/14/70 slump	2741.42
EFT72737	23/02/2012	PLATTERS GOURME	CATERING FOR SUNDOWNER FOR GRAEME BRIDE	400.00
EFT72738	23/02/2012	RADIOWEST BROADCASTERS PTY LTD	ADVERTISING AUSTRALIA DAY 2012 RADIO BROADCAST	645.70
EFT72739	23/02/2012	REECE PTY LTD	tap vandal handle	25.07
EFT72740	23/02/2012	MP ROGERS AND ASSOCIATES PTY LTD	EMU POINT BOAT PENS STRUCTURAL ASSESSMENT	1332.16
EFT72741	23/02/2012	SRH TRANSPORT	RECONSTITUTED LIMESTONE BLOCKS	459.00
EFT72742	23/02/2012	RYALL'S WATER WORKOUT	BUOYANCY BELTS	62.00
EFT72743	23/02/2012	SKILL HIRE WA PTY LTD	CASUAL STAFF PA GRAF - 9/2/12 - 15/2/12, A ATTWELL 2/2/12 - 15/2/12 & C HEITMAN 9/2/12 - 15/2/12	7696.05
EFT72744	23/02/2012	SKYWEST AIRLINES	SKYWEST AIRFARE FOR MAYOR DENNIS WELLINGTON	472.27

AGENDA ITEM

EFT72745	23/02/2012	SOUTHERN ELECTRICS	ELECTRICAL REPAIRS/MAINTENANCE	1676.51
EFT72746	23/02/2012	SOUTHERN TOOL & FASTENER CO	HARDWARE SUPPLIES	28.14
EFT72747	23/02/2012	SOUTHWAY DISTRIBUTORS (WA) PTY LTD	CATERING SUPPLIES	1373.58
EFT72748	23/02/2012	SOUTHCOAST SECURITY SERVICE	CROWD CONTROL NEW YEARS EVE	1601.60
EFT72749	23/02/2012	STAR SALES AND SERVICE	HARDWARE/VEHICLE PARTS	66.80
EFT72750	23/02/2012	ALBANY LOCK SERVICE	LOCKSMITH SERVICES	195.80
EFT72751	23/02/2012	T & C SUPPLIES	HARDWARE/TOOL SUPPLIES	578.54
EFT72752	23/02/2012	THE VEGIE SHOP	GROCERIES	260.01
EFT72753	23/02/2012	THINKWATER ALBANY	IRIGATION SUPPLIES	2787.68
EFT72754	23/02/2012	TRU-BLU GROUP PTY LTD	HIRE EQUIPMENT FOR AUSTRALIA DAY 2012	2063.62
EFT72755	23/02/2012	ALBANY TYREPOWER	TYRE PURCHASES/MAINTENANCE	618.60
EFT72756	23/02/2012	VANCOUVER WASTE SERVICES (ARMOGEDIN PTY LTD)	BULK GREEN WASTE	24962.22
EFT72757	23/02/2012	VISIT MERCHANDISE PTY LTD	VISITORS CENTRE MERCHANDISE	219.35
EFT72758	23/02/2012	WA COUNCIL OF SOCIAL SERVICE INC	Deliver of full day training course for City of Albany staff in 'Grant Writing' on Wednesday 15th March 2012	6730.00
EFT72759	23/02/2012	VICTOR WEBB	Hire of Bouncing Castle, Air Slide, Castle Combo,	3000.00
EFT72760	23/02/2012	ALBANY & GREAT SOUTHERN WEEKENDER	ADVERTISING	1501.77
EFT72761	23/02/2012	WA LOCAL GOVERNMENT ASSOCIATION	1 X SITUATIONS VACANT AD FOR WEST	5032.83
EFT72762	23/02/2012	LANDMARK LIMITED	only galv star pickets (4 x packs of 10 star pickets) to put up safety fence around Emu Point foopath/only galv star pickets safety caps	482.96
EFT72763	23/02/2012	WESTSHRED DOCUMENT DISPOSAL	DOCUMENT DISPOSAL	939.95
EFT72764	23/02/2012	WESTERN POWER CORPORATION	SP035691 11 MADDISON WAY - INSTALL 1 X STREETLIGHT	420.00
EFT72765	23/02/2012	WESTERN WORK WEAR	Pr Safety Boots for David King	160.00
EFT72766	23/02/2012	WEST COAST ANALYTICAL SERVICES	CLAIM 10 FOR CONTRACT	1953.90
EFT72767	23/02/2012	THE WINDOW WASHER MAN	WINDOW CLEANING	47.50
EFT72768	23/02/2012	CAMERON WOODS	FUEL REIMBURSEMENTS	164.00
EFT72769	23/02/2012	ZENITH LAUNDRY	LAUNDRY/LINEN SERVICES	25.81
EFT72770	23/02/2012	AIRSERVICES AUSTRALIA	AIR SERVICES AUSTRALIA CONTRACT ILS & DME PREVENTATIVE MAINTENANCE	83853.81
EFT72771	23/02/2012	ALBANY BOBCAT SERVICES	BOBCAT AND TRUCK HIRE FOR SPREADING LIMESAND AND MULCH AS PART OF REVEG WORKS AT LAKE SEPPINGS	1880.00
EFT72772	01/03/2012	ABA SECURITY	SECURITY SERVICES	88.00
EFT72773	01/03/2012	ADVERTISER PRINT	PRINCESS ROYAL FORTRESS BROCHURE	2020.00
EFT72774	01/03/2012	AGCRETE ALBANY	5 ton lifting clutches	605.00
EFT72776	01/03/2012	OPTEON (ALBANY AND GREAT SOUTHERN WA)	VALUATIONS - PRO227/196/210 & 198	220.00
EFT72777	01/03/2012	ALBANY SWEEP CLEAN	SWEEP DRIVEWAYS, ROAD ACCESS & PARKING AREAS AT FRONT OF TERMINAL	346.50
EFT72778	01/03/2012	ALBANY STATIONERS	STATIONERY SUPPLIES	111.85
EFT72779	01/03/2012	ALBANY INDOOR PLANT HIRE	INDOOR PLANT HIRE	980.31
EFT72780	01/03/2012	ALBANY REFRIGERATION	REFRIGERATION & AIRCONDITIONING REPAIRS & MAINTENANCE	2118.05
EFT72781	01/03/2012	ALBANY SCREENPRINTERS & SIGNWRITERS	SCREENPRINTING TO CORFLUTE SIGNS	198.00
EFT72782	01/03/2012	HOME TIMBER & HARDWARE	HARDWARE/TOOL SUPPLIES	110.00

AGENDA ITEM 4

EFT72783	01/03/2012	ALBANY OFFICE PRODUCTS - NORTH ROAD	STATIONERY SUPPLIES	334.35
EFT72784	01/03/2012	PAPERBARK MERCHANTS (FORMERLY ANGUS AND ROBERTSON BOOK WORLD)	NEWSPAPERS/BOOKS/MAGAZINES/STATIONERY	423.12
EFT72785	01/03/2012	ANNABEL JANE ARNOLD	GROUP ART FACILITATION	247.50
EFT72786	01/03/2012	PETER JOHN ASHBURNER	Rates refund for assessment A180228	429.44
EFT72787	01/03/2012	ATC WORK SMART	TEMPORARY STAFF	7245.63
EFT72788	01/03/2012	AUSTRAL MERCANTILE COLLECTIONS PTY LTD	RATES DEBT COLLECTION FEES	785.40
EFT72789	01/03/2012	AUSTRALIAN AIR EXPRESS PTY LIMITED	FREIGHT	109.42
EFT72790	01/03/2012	SALLY ANN BANCROFT	Rates refund for assessment A183503	21.24
EFT72791	01/03/2012	BARNESBY FORD	VEHICLES/VEHICLE PARTS/REPAIRS	334.32
EFT72792	01/03/2012	BENNETTS BATTERIES	Battery for pump at toilets	26.40
EFT72793	01/03/2012	ADVANCED TRAFFIC MANAGEMENT (WA) PTY LTD	Hours Hire Traffic Control	1814.00
EFT72794	01/03/2012	BEVANS (WA) PTY LTD	BAGS OF ICE	30.00
EFT72795	01/03/2012	BLACKWOODS	SAFETY UNIFORMS	276.37
EFT72796	01/03/2012	BOC GASES AUSTRALIA LIMITED	LATE PAYMENT FEE	38.50
EFT72797	01/03/2012	BROWNES FOODS OPERATIONS PTY LTD	CATERING SUPPLIES	276.31
EFT72798	01/03/2012	BUNNINGS BUILDING SUPPLIES PTY LTD	FIRST AID KIT, SAFETY EQUIPMENT ETC	150.36
EFT72799	01/03/2012	BUSINESS SOLUTIONS	COMPLIANCE TRAINING	250.00
EFT72800	01/03/2012	CABCHARGE AUSTRALIA LIMITED	TAXI FARES	161.40
EFT72801	01/03/2012	CAMLIN SPRINGS WATER DISTRIBUTORS	CIVIC ROOM WATER REFILLS	36.00
EFT72802	01/03/2012	BIS CLEANAWAY LIMITED	WASTE REMOVAL	243223.26
EFT72803	01/03/2012	COCA-COLA AMATIL PTY LTD	CATERING SUPPLIES	470.01
EFT72804	01/03/2012	COLES SUPERMARKETS AUSTRALIA PTY LTD	GROCERIES	54.22
EFT72805	01/03/2012	COURIER AUSTRALIA	FREIGHT CHARGES	417.30
EFT72806	01/03/2012	COVS PARTS PTY LTD	VEHICLE PARTS	69.58
EFT72808	01/03/2012	D & K ENGINEERING	Fabricate and mount pipe to water tank	1261.04
EFT72809	01/03/2012	EYERITE SIGNS	SIGNWRITING/SIGN PURCHASES	242.00
EFT72810	01/03/2012	FUELS WEST PETROLEUM	LITRES FUEL DIESEL	13272.50
EFT72811	01/03/2012	GALLERY 500	ART SUPPLIES FOR VAC	136.59
EFT72812	01/03/2012	BILL GIBBS EXCAVATIONS	FIREBREAK MAINTENANCE	10320.75
EFT72813	01/03/2012	GREAT SOUTHERN GROUP TRAINING	APPRENTICES FEES	2452.71
EFT72814	01/03/2012	GREAT SOUTHERN INSTITUTE OF TECHNOLOGY	Course Fees for Forklift Licence	429.00
EFT72815	01/03/2012	GREAT SOUTHERN PACKAGING SUPPLIES	CLEANING SUPPLIES	5956.56
EFT72816	01/03/2012	GREAT SOUTHERN TROPHIES AND ENGRAVING	TROPHIES FOR SPORT PERSON OF THE YEAR	378.00
EFT72817	01/03/2012	GREAT SOUTHERN LIQUID WASTE	SERVICE GREASE ARRESTOR AT ALAC	180.00
EFT72818	01/03/2012	HARVEY WORLD TRAVEL (ALBANY)	AIR FARE FOR ANTHONY MC EWAN PERTH/HOBART/PERTH TO ATTEND THE COASTAL COUNCIL'S CONFERENCE IN LIEU OF MAYOR	965.70
EFT72819	01/03/2012	PROTECTOR FIRE SERVICES PTY LTD	FIRE EQUIPMENT MAINTENANCE	187.00
EFT72820	01/03/2012	HEADSETERA	Jabra Headsets - GN9330NC	539.00
EFT72821	01/03/2012	HELEN LEEDER-CARLSON	Wednesday Painting with Helen	240.00
EFT72822	01/03/2012	LINDA HILL	COMMUNITY SERVICE TRAVEL EXPENSES	292.52
EFT72823	01/03/2012	HUDSON SEWAGE SERVICES	QUARTERLY MAINTENANCE	188.70

AGENDA ITEM

436.50	ASSIGNMENT OF LEASE - THE WELLSTEAD RESOURCE CENTRE PRO 324
65.00	FILTER CHANGE AND SERVICE AT ALAC
575.00	CARRY OUT SUREY WORK TO THE KING RIVER PONY CLUB
308.00	Being for the delivery of the tank and tops for the East Bay Rd toilet
5842.00	EA TO THE CEO
473.00	LOGOS ONTO WORK WEAR
968.00	Samsung S19A450BWU 19W LED/ COMPUTER EQUIPMENT
2174.83	PLUMBING REPAIRS AND MAINTENANCE
31117.20	ELECTRICITY SUPPLIES
20.00	LOCAL STOCK
58.95	20 LITRE DISINFECTANT FOR DOG POUND
1559.23	M2 ON HOLD CUSTOMINET
363.00	WHITE CHAIR HIRE
721.74	VEHICLES/VEHICLE PARTS/REPAIRS
67.80	ROOFING MATERIALS
286.57	SHEETS OF F62 MESH
358.00	ACCOMODATION FOR CEO
292.50	MERCHANDISE ORDER
170.00	LAWN MOWING AT VAC
957.00	Supply 1 / only septic tank (1.5) with lids
87.80	STATIONERY SUPPLIES
8307.20	SUPERINTENDENCE OF LOWER DENMARK ROAD - ELLEKER TOWNSITE UPGRADE

280.00	ARTISTIC DEVELOPMENT CLASSES
105.95	Rates refund for assessment A35015
57.00	BISCUITS/KIBBLE FOR POUND
99.00	VISITOR CENTRE MERCHANDISE
719.40	m3 OF 25 / 14 / 70 SLUMP CONCRETE
2464.00	CATERING
221.01	Rates refund for assessment A40503
528.00	WATCH AROUND WATER RESOURCE BANDS FOR ALAC
413.60	TEMPORARY FENCE HIRE - EMU POINT
575.00	Fabrication of two stands for the wire tracing for the artworks at the VAC and Town hall
558.73	ELECTRICAL REPAIRS/MAINTENANCE
1364.88	CATERING SUPPLIES
2564.54	SPORTS STORE PURCHASE FOR ALAC
261.80	SPORTS EQUIPMENT
832.60	GOVERNMENT GAZETTE ADVERTISING
108.90	REINFORCING MESH
251.41	FREIGHT
330.00	FIRST AID TRAINING FOR RANGER GERRY MONKHORST/NATHAN TYSOE

AGENDA ITEM 4

EFT72824	01/03/2012	HHG LEGAL GROUP
EFT72825	01/03/2012	J AND J ROBINSON
EFT72826	01/03/2012	JOHN ALEXANDER JAMIESON
EFT72827	01/03/2012	JJ'S HIAB SERVICES
EFT72828	01/03/2012	JUDE CODNER
EFT72829	01/03/2012	JUST SEW EMBROIDERY
EFT72830	01/03/2012	KLB SYSTEMS
EFT72831	01/03/2012	KNOTTS PLUMBING PTY LTD
EFT72832	01/03/2012	LANDHILL GAS AND POWER PTY LTD
EFT72833	01/03/2012	LIFETIME DISTRIBUTORS
EFT72834	01/03/2012	LORLAINE DISTRIBUTORS PTY LTD
EFT72835	01/03/2012	M2 TECHNOLOGY PTY LTD
EFT72836	01/03/2012	ALBANY PARTY HIRE
EFT72837	01/03/2012	ALBANY CITY MOTORS
EFT72838	01/03/2012	METROOF ALBANY
EFT72839	01/03/2012	MIDALIA STEEL PTY LTD
EFT72840	01/03/2012	MISS MAUD SWEDISH HOTEL
EFT72841	01/03/2012	MT ROMANCE AUSTRALIA PTY LTD
EFT72842	01/03/2012	ALBANY NEAT AND TRIM LAWN
EFT72843	01/03/2012	PN & ER NEWMAN QUALITY CONCRETE PRODUCTS
EFT72844	01/03/2012	OFFICEWORKS SUPERSTORES PTY LTD
EFT72845	01/03/2012	OPUS INTERNATIONAL CONSULTANTS LTD
EFT72846	01/03/2012	CORR ART
EFT72847	01/03/2012	GEORGE SELWYN PATTERSON
EFT72848	01/03/2012	PAULS PET FOODS
EFT72849	01/03/2012	JACQUELINE PEMBERTON
EFT72850	01/03/2012	HANSON CONSTRUCTION MATERIALS PTY LTD
EFT72851	01/03/2012	PLATTERS GOURME
EFT72852	01/03/2012	JASON RIEDYK
EFT72853	01/03/2012	ROYAL LIFE SAVING SOCIETY AUSTRALIA
EFT72854	01/03/2012	ALBANY SCAFFOLD HIRE
EFT72855	01/03/2012	SMITHS ALUMINIUM & 4WD CENTRE
EFT72856	01/03/2012	SOUTHERN ELECTRICS
EFT72857	01/03/2012	SOUTHWAY DISTRIBUTORS (WA) PTY LTD
EFT72858	01/03/2012	SPORTSWORLD OF WA
EFT72859	01/03/2012	SPORTS MASTER ATHLETICS INTERNATIONAL PTY LTD
EFT72860	01/03/2012	DEPARTMENT OF PREMIER & CABINET
EFT72861	01/03/2012	BLUESCOPE DISTRIBUTION PTY LTD
EFT72862	01/03/2012	STIRLING FREIGHT EXPRESS
EFT72863	01/03/2012	ST JOHN AMBULANCE AUSTRALIA

MIXED SELECTION PLATTER B FOR THE AUDIT COMMITTEE MEETING
 LOCKSMITH SERVICES
 HARDWARE/TOOL SUPPLIES
 COFFEE SUPPLIES ALAC
 GROCERIES FOR ALBANY DAYCARE
 IRRIGATION SUPPLIES
 E WASTE RECYCLING
 HYDRAULIC OIL
 TRAINING WORKSHOP FOR TRAINEE ACCOUNTANT
 COMPACTION SAND
 HIRE OF BOUNCY CASTLE/AIR SLIDE/CASTLESIDE/ & MECHANICAL SURF BOARD

EFT72864 01/03/2012 SUBWAY
 EFT72865 01/03/2012 ALBANY LOCK SERVICE
 EFT72866 01/03/2012 T & C SUPPLIES
 EFT72867 01/03/2012 THE NAKED BEAN COFFEE ROASTERS
 EFT72868 01/03/2012 THE VEGIE SHOP
 EFT72869 01/03/2012 TOTAL EDEN
 EFT72870 01/03/2012 TOTAL GREEN RECYCLING
 EFT72871 01/03/2012 ALBANY TYREPOWER
 EFT72872 01/03/2012 UHY HAINES NORTON
 EFT72873 01/03/2012 VANCOUVER WASTE SERVICES (ARMOGEDIN PTY LTD)
 EFT72874 01/03/2012 VICTOR WEBB

ADVERTISING
 ADVERTISING
 Safety Boots
 SPARKLING WINE FOR CIVIC RECEPTIONS
 WASTE OIL DISPOSAL
 UNIFORMS
 LAUNDRY/LINEN SERVICES
 NEWS PAPER DELIVERIES
 REIMBURSEMENTS FOR MEETING TENDERS FOR ALBANY CBD TRAFFIC STUDY
 5 MM METAL WASHED ONLY
 UPDATE ALBANY ART PRIZE WEBSITE
 EXTERIOR PRIMERS/PAINTS FOR BUILDINGS
 m3 OF 25 / 14 / 70 SLUMP CONCRETE
 Being for the repair of the trades cordless drill
 Supply & Install door strike and card reader to Records Area. Reprogram system for
 new user group as per quote number 9375
 OLUMPUS DS5000 digital recorder kit
 BUSINESS CARDS
 Annual Technical Inspection of the Albany Aerodrome as required by CASA Civil
 Aviation Safety Regulations 139
 ADVERTISING
 VEHICLE PARTS/MAINTENANCE
 VEHICLE MAINTENANCE
 Hours Hire of Semi Tipper
 VALUATION FEE LOT 1 PERKINS RD KRONKUP
 SPONSORSHIP FOR THE ACCI BUSINESS AWARDS
 PORKER PELLETS
 AC2/AC6 COUNCIL CHAMBERS - REPAIR OF RUN LIGHTS
 STATIONERY SUPPLIES
 NEWSPAPER DELIVERIES

EFT72875 01/03/2012 ALBANY & GREAT SOUTHERN WEEKENDER
 EFT72876 01/03/2012 WA LOCAL GOVERNMENT ASSOCIATION
 EFT72877 01/03/2012 WESTERN WORK WEAR
 EFT72878 01/03/2012 WIGNALLS WINES
 EFT72879 01/03/2012 WREN OIL
 EFT72880 01/03/2012 YAKKA PTY LTD
 EFT72881 01/03/2012 ZENITH LAUNDRY
 EFT72882 01/03/2012 ALBANY NEWS DELIVERY
 EFT72883 01/03/2012 PAUL CAMINS
 EFT72884 01/03/2012 HOLCIM (AUSTRALIA) PTY LTD
 EFT72885 01/03/2012 KEY2DESIGN
 EFT72886 01/03/2012 OKEEFE'S PAINTS
 EFT72887 01/03/2012 HANSON CONSTRUCTION MATERIALS PTY LTD
 EFT72888 01/03/2012 UNITED TOOLS ALBANY
 EFT72889 08/03/2012 ABA SECURITY

AGENDA ITEM 4
 1090.00
 260.00
 6359.91
 1327.94
 81.224
 143.00
 6841.45
 825.00
 2750.00
 24.500
 566.50
 558.85
 478.40

EFT72890 08/03/2012 ABACUS (WA) PTY LTD
 EFT72891 08/03/2012 ADVERTISER PRINT
 EFT72892 08/03/2012 AERODROME MANAGEMENT SERVICES PTY LTD
 EFT72893 08/03/2012 ALBANY ADVERTISER LTD
 EFT72894 08/03/2012 ALBANY TOYOTA
 EFT72895 08/03/2012 ALBANY BRAKE AND CLUTCH
 EFT72896 08/03/2012 ALBANY INDUSTRIAL SERVICES PTY LTD
 EFT72897 08/03/2012 OPTeon (ALBANY AND GREAT SOUTHERN WA)
 EFT72898 08/03/2012 ALBANY CHAMBER OF COMMERCE & INDUSTRY
 EFT72899 08/03/2012 ALBANY STOCKFEEDS
 EFT72900 08/03/2012 ALBANY REFRIGERATION
 EFT72901 08/03/2012 ALBANY OFFICE PRODUCTS - NORTH ROAD
 EFT72902 08/03/2012 ALBANY NEWS DELIVERY

EFT72903	08/03/2012	ALBANY PSYCHOLOGICAL SERVICES	CONSULTATION FEES	187.00
EFT72904	08/03/2012	ALBANY MILK DISTRIBUTORS	MILK DELIVERIES	637.81
EFT72905	08/03/2012	ALINTA	GAS USAGE CHARGES	21182.50
EFT72906	08/03/2012	ALLIED PUMPS	SUBMERSIBLE PUMP STATION	1260.60
EFT72907	08/03/2012	ANDIMAPS	ALBANY STREET GUIDE 2012	460.00
EFT72908	08/03/2012	PAPERBARK MERCHANTS (FORMERLY ANGUS AND ROBERTSON BOOK WORLD)	NEWSPAPERS/BOOKS/MAGAZINES/STATIONERY	151.85
EFT72909	08/03/2012	ATC WORK SMART	TEMPORARY STAFF	4162.95
EFT72910	08/03/2012	ATF SERVICES PTY LTD	CONCRETE BLOCKS AND PANLE MESH WIRE	546.48
EFT72911	08/03/2012	AUDIOCOM ALBANY	APPLE IPOD SMART COVER	79.00
EFT72912	08/03/2012	RONALD J BAKER	Rates refund for assessment A15930	358.86
EFT72913	08/03/2012	BARNESBY FORD	VEHICLES/VEHICLE PARTS/REPAIRS	3050.41
EFT72914	08/03/2012	BARRETT'S MINI EARTHMOVING & CHIPPING	Remove One large Redgum from the Verge of 193 Willyung Rd	2860.00
EFT72915	08/03/2012	BENNETTS BATTERIES	BATTERY PURCHASES	1056.00
EFT72916	08/03/2012	ADVANCED TRAFFIC MANAGEMENT (WA) PTY LTD	Hours Hire Traffic Control	861.65
EFT72917	08/03/2012	BEST OFFICE SYSTEMS	PHOTOCOPIER CHARGES	1340.63
EFT72918	08/03/2012	MATTHEW BIRD	RELOCATION EXPENSES	1600.00
EFT72919	08/03/2012	BLACKWOODS	SAFETY EQUIPMENT & SUPPLIES	1276.63
EFT72920	08/03/2012	G AND AM BOCCAMAZZO CONTRACTORS	HIRE OF BULLDOZER 10 & 11 FEBRUARY 2012	1903.00
EFT72921	08/03/2012	BOC GASES AUSTRALIA LIMITED	OXYGEN INDUSTRIAL SIZE	63.86
EFT72922	08/03/2012	BROWNES FOODS OPERATIONS PTY LTD	CATERING SUPPLIES	85.88
EFT72923	08/03/2012	BUILDING AND CONSTRUCTION IND TRAINING FUND	BCITF LEVY FOR FEBRUARY / LESS COLLECTION COMMISSION OF FORMS	14497.52
EFT72924	08/03/2012	BUILDING COMMISSION	BSL LEVY COLLECTED FOR THE MONTH OF: FEB	1836.00
EFT72925	08/03/2012	BUNNINGS BUILDING SUPPLIES PTY LTD	HARDWARE SUPPLIES	965.28
EFT72926	08/03/2012	MARK BYRNES	LEGISLATIVE COMPLIANCE TO 21 FEBRUARY 2012	2625.00
EFT72927	08/03/2012	CAMTRANS ALBANY PTY LTD	FREIGHT CHARGES	38.50
EFT72928	08/03/2012	CAMPBELL CONTRACTORS	CONTRACT C11013 CONSTRUCTION OF CONCRETE PATHWAY - ULSTER ROAD	42300.00
EFT72930	08/03/2012	GAYNOR CLARKE	CONSULTATION AND FACILITATION OF FOCUS GROUP SESSIONS	2925.75
EFT72931	08/03/2012	BIS CLEANAWAY LIMITED	RUBBISH REMOVAL CONTRACT	487.41
EFT72932	08/03/2012	COCA-COLA AMATIL PTY LTD	CATERING SUPPLIES	537.65
EFT72933	08/03/2012	COLES SUPERMARKETS AUSTRALIA PTY LTD	GROCERIES	858.53
EFT72934	08/03/2012	COURIER AUSTRALIA	FREIGHT	116.74
EFT72935	08/03/2012	COVS PARTS PTY LTD	VEHICLE PARTS	106.20
EFT72937	08/03/2012	AL CURNOW HYDRAULICS	VEHICLE PARTS/MAINTENANCE	357.94
EFT72938	08/03/2012	CYNDAN CHEMICALS	ALGAE DIED B	358.05
EFT72939	08/03/2012	LANDGATE	INTERIM VALUES	3911.00
EFT72940	08/03/2012	G & M DETERGENTS & HYGIENE SERVICES ALBANY	HYGIENE CONTRACT	2985.62
EFT72941	08/03/2012	DIRECT NATIONAL BUSINESS MACHINES	SERVICE ON PRINTER IN NORTH RD OFFICE	297.00
EFT72942	08/03/2012	SIMON EDWARDS	AIRPORT MILEAGE CLAIM FORM	10.15
EFT72943	08/03/2012	EVERITE SIGNS	SIGNAGE	1468.50
EFT72944	08/03/2012	THE FIXUPPERY	CLEANING CONTRACT	1142.30

AGENDA ITEM 4

EFT72945	08/03/2012	FLIPS ELECTRICS	Supply and install 3 phase plug and socket at Apex Park bore (replace burnt out unit)	661.10
EFT72946	08/03/2012	FUELS WEST PETROLEUM	LITRES OF DIESEL	10833.63
EFT72947	08/03/2012	GEOFABRICS AUSTRALASIA PTY LTD	ROLL 2 metres x 100 metres of A14 /TS20 Bidim	290.40
EFT72948	08/03/2012	GORDON WALMSLEY PTY LTD	M2 OF 25mm ASPHALT OVERLAY	17120.00
EFT72949	08/03/2012	GREEN SKILLS INC	CASUAL STAFF	5560.50
EFT72950	08/03/2012	GREAT SOUTHERN PERSONNEL	LIBRARY ASSISTANT SERVICES	74.76
EFT72951	08/03/2012	GREAT SOUTHERN PACKAGING SUPPLIES	CLEANING SUPPLIES	908.77
EFT72952	08/03/2012	GREAT SOUTHERN HEALTHCARE EQUIPMENT	32mm x 90 Deg Elbows - White 2 pr HA5W 32mm x 45 Deg Bend, Flange and Cover - White HA10W Aluminium Tube - Powder Coated Ripple - 1500 mm HA8W Aluminium Tube 1000 mm - Powder Coated Ripple finish - White as quoted Quotation No. 1369	64.90
EFT72953	08/03/2012	GREAT SOUTHERN LIQUID WASTE	LEANDA ESTATE STORMWATER SYSTEM CLEANING	1774.00
EFT72954	08/03/2012	PROTECTOR FIRE SERVICES PTY LTD	To Supply & Install Booster Cabinet @ North Road Administration Building: 1 x 2 Door Galvin Booster Cabinet (including installation)	2200.00
EFT72955	08/03/2012	DAVID HARRISON	REMOVAL CHARGES	2000.00
EFT72956	08/03/2012	HAWKINGS NOMINEES PTY LTD	CARPET AND UPHOLSTERY CLEANING	176.00
EFT72957	08/03/2012	HAYNES ROBINSON	LEGAL FEES	1592.80
EFT72958	08/03/2012	HUDSON HENNING AND GOODMAN	LEASE EXPENSES/LEGAL FEES	2227.50
EFT72959	08/03/2012	JACK THE CHIPPER	TRIMMING AND MULCHING OF VEGETATION	770.00
EFT72960	08/03/2012	JIMS TEST AND TAG	TAG AND TEST - AIRPORT	847.32
EFT72961	08/03/2012	JUST SEW EMBROIDERY	EMBROIDERY	1009.25
EFT72962	08/03/2012	BETTY JUNE KING	Rates refund for assessment A142305	496.00
EFT72963	08/03/2012	KLB SYSTEMS	COMPUTER HARDWARE SUPPLIES	1254.00
EFT72964	08/03/2012	WESFARMERS KLEENHEAT GAS PTY LTD	PROPANE BULK LITRES	15.95
EFT72965	08/03/2012	KNOTTS PLUMBING PTY LTD	PLUMBING REPAIRS/MAINTENANCE	305.05
EFT72966	08/03/2012	LATRO LAWYERS	PROFESSIONAL FEES	5807.55
EFT72967	08/03/2012	LEASE CHOICE	OPERATION LEASE	689.70
EFT72968	08/03/2012	STATE LIBRARY OF WA	LOST/DAMAGED BOOKS	457.60
EFT72969	08/03/2012	LOWER KING LIQUOR & GENERAL STORE	CARTONS OF HAHN SUPER DRY	166.96
EFT72970	08/03/2012	SANDRA MACIEJEWSKI	MILEAGE TO PEACEFUL BAY / BOAT HARBOUR	49.10
EFT72971	08/03/2012	ALBANY CITY MOTORS	VEHICLES/VEHICLE PARTS/REPAIRS	382.20
EFT72972	08/03/2012	METROOF ALBANY	ROOFING MATERIALS	61.86
EFT72973	08/03/2012	METRO ON CANNING	2 NIGHTS ACCOMODATION FOR MR PETER HUEPPAUFF	454.50
EFT72974	08/03/2012	MIDALIA STEEL PTY LTD	SHEETS OF F62 REINFORCING MESH	286.58
EFT72975	08/03/2012	MISS MAUD SWEDISH HOTEL	1 NIGHT ACCOMODATION	205.00
EFT72976	08/03/2012	MODERN TEACHING AIDS PTY LTD	CHILDRENS EQUIPMENT	549.89
EFT72977	08/03/2012	JOHN MOIR	RUBBISH REMOVAL CAPE RICHE	960.00
EFT72978	08/03/2012	NOAH'S ARK	5 STORY BAGS	271.82
EFT72979	08/03/2012	OKEEFE'S PAINTS	Dymark Line Marking Yellow 500g	121.80
EFT72980	08/03/2012	ORICA AUSTRALIA P/L	CHLORINE SUPPLIES	317.13
EFT72981	08/03/2012	OTIS ELEVATOR COMPANY P/L	LIFT MAINTENANCE	1467.84

AGENDA ITEM 4

EFT72982	08/03/2012	PALMER EARTHMOVING (AUSTRALIA) PTY LTD	Supply 450mm riblock pipes	1104.40
EFT72983	08/03/2012	PC MACHINERY	VEHICLE PARTS	466.73
EFT72984	08/03/2012	PENNANT HOUSE	COA CORPORATE FLAG	437.80
EFT72986	08/03/2012	PETER GRAHAM AND COMPANY LTD	Spray Gun Nozzles	36.00
EFT72987	08/03/2012	PHILLIP BEST PLUMBING PTY LTD	Spare Parts Gas Appliances	2095.50
EFT72988	08/03/2012	CMA RECYCLING	LAMP/GLOBE/FLURO RECYCLING COLLECTION BOXES	3107.50
EFT72989	08/03/2012	HANSON CONSTRUCTION MATERIALS PTY LTD	Supply concrete for footpath	1919.50
EFT72990	08/03/2012	ALBANY POLICE AND CITIZENS YOUTH CLUB	METER READING AT SKATE PARK	484.00
EFT72991	08/03/2012	REECE PTY LTD	GENERAL REPAIR MATERIALS FOR POOL	56.74
EFT72992	08/03/2012	REPLICA MEDALS	FORTS MERCHANDISE	425.04
EFT72993	08/03/2012	RICOH	PHOTOCOPIER CHARGES	14246.54
EFT72994	08/03/2012	MP ROGERS AND ASSOCIATES PTY LTD	EMU BOAT PENS STRUCTURAL ASSESSMENT	1332.16
EFT72995	08/03/2012	ROSMECH SALES AND SERVICE PTY LTD	Suction box and Top spigot to suit Roadsweeper	2218.87
EFT72996	08/03/2012	SOUTHERN ELECTRICS	ELECTRICAL REPAIRS/MAINTENANCE	6770.36
EFT72997	08/03/2012	SOUTHWAY DISTRIBUTORS (WA) PTY LTD	CATERING SUPPLIES	1745.95
EFT72998	08/03/2012	SOUTHCOAST SECURITY SERVICE	SECURITY CONTRACT	10655.15
EFT72999	08/03/2012	ALBANY LOCK SERVICE	SERVICE DROP SAFE ON SITE	288.85
EFT73000	08/03/2012	SYNERGY	ELECTRICITY SUPPLIES	52530.05
EFT73001	08/03/2012	T & C SUPPLIES	HARDWARE/TOOL SUPPLIES	1362.83
EFT73002	08/03/2012	T-QUIP	TORO GROUNDSMASTER 360 QUAD STEER MOWER	51900.00
EFT73003	08/03/2012	TELSTRA CORPORATION, PLANT DAMAGES	REPAIR TO TELSTRA CONDUIT DAMAGED ON 10th JANUARY . REFERENCE 142751934	264.34
EFT73004	08/03/2012	THE NAKED BEAN COFFEE ROASTERS	VISITOR CENTRE MERCHANDISE	52.00
EFT73005	08/03/2012	THE VEGIE SHOP	GROCERIES	128.20
EFT73006	08/03/2012	TOLL PRIORITY	POSTAGE PAYMENTS	428.62
EFT73007	08/03/2012	TOTAL GREEN RECYCLING	E-WASTE RECYCLING	3876.18
EFT73008	08/03/2012	ALBANY TYREPOWER	TYRE PURCHASES/MAINTENANCE	2432.90
EFT73009	08/03/2012	WATKINS CONTRACTORS	SUPPLY AND DELIVER MULCH AS PER PROVIDED MAP	1100.00
EFT73010	08/03/2012	ALBANY & GREAT SOUTHERN WEEKENDER	ADVERTISING	1604.68
EFT73011	08/03/2012	WESTRAC EQUIPMENT PTY LTD	VEHICLE PARTS	1591.37
EFT73012	08/03/2012	WA LOCAL GOVERNMENT ASSOCIATION	ADVERTISING	708.49
EFT73013	08/03/2012	LANDMARK LIMITED	Sulphate of ammonia	211.20
EFT73014	08/03/2012	WESTERN WORK WEAR	PR SAFETY PROTECTIVE BOOTS	320.00
EFT73015	08/03/2012	WHITMORE CONSULTING PTY LTD	ASSESSMENT REPORT AND RECOMMENDATION FOR CONTRACT C 12001 - PROVISION OF BANKING AND BILL PAYMENT SERVICES	3960.00
EFT73016	08/03/2012	ERIN ASLETT	ECU SEMESTER 2 FEES	2270.00
EFT73017	08/03/2012	WOOD AND GRIEVE ENGINEERS	Superintendence of the ANZAC Peace Park construction project	11000.00
EFT73018	08/03/2012	WURTH AUSTRALIA PTY LTD	VEHICLE PARTS	47.80
EFT73019	08/03/2012	YAKKA PTY LTD	UNIFORMS	733.00
EFT73020	08/03/2012	ZENITH LAUNDRY	LAUNDRY/LINEN SERVICES	75.48
EFT73022	08/03/2012	J & S CASTLEHOW ELECTRICAL SERVICES	ELECTRICAL REPAIRS/MAINTENANCE	1494.96
EFT73023	08/03/2012	HOLCIM (AUSTRALIA) PTY LTD	METAL DUST	656.30

AGENDA ITEM 1

AGENDA ITEM	DATE	DESCRIPTION	AMOUNT
EFT73024	08/03/2012	PERTH PRESSURE JETTING SERVICES TRUST	23973.50
EFT73025	08/03/2012	YMCA OF PERTH INCORPORATED	1272.73
EFT73026	08/03/2012	ZIPFORM	6162.48
EFT73027	09/03/2012	AUBREY ROBERTS	400.00
EFT73028	09/03/2012	TWO MILE PROJECTS	25796.20
EFT73029	15/03/2012	3 D CATERING	250.00
EFT73030	15/03/2012	ABA SECURITY	1897.91
EFT73031	15/03/2012	ALBANY ADVERTISER LTD	22.00
EFT73032	15/03/2012	ALBANY TOYOTA	270.74
EFT73033	15/03/2012	ALBANY V-BELT AND RUBBER	827.49
EFT73034	15/03/2012	ALBANY STATIONERS	59.95
EFT73035	15/03/2012	ALBANY GAS CENTRE PTY LTD	18.00
EFT73036	15/03/2012	ALBANY STOCKFEEDS	24.50
EFT73037	15/03/2012	ALBANY REFRIGERATION	3526.00
EFT73038	15/03/2012	ALBANY SURF LIFE SAVING CLUB	300.00
EFT73039	15/03/2012	ALBANY OFFICE PRODUCTS - NORTH ROAD	753.55
EFT73040	15/03/2012	ALBANY NEWS DELIVERY	675.82
EFT73041	15/03/2012	ALBANY QUALITY LAWNMOWING	110.00
EFT73042	15/03/2012	ALBANY OFFICE PRODUCTS - VISITORS CENTRE	678.65
EFT73043	15/03/2012	AMITY CRAFTS	742.50
EFT73044	15/03/2012	AMPAC DEBT RECOVERY (WA) PTY LTD	22204.04
EFT73045	15/03/2012	ARDESS NURSERY	160.95
EFT73046	15/03/2012	ANNABEL JANE ARNOLD	247.50
EFT73047	15/03/2012	ARTSOUTH WA	60.00
EFT73048	15/03/2012	ATC WORK SMART	8748.79
EFT73049	15/03/2012	AUDIOCOM ALBANY	697.00
EFT73050	15/03/2012	AURORA ENVIRONMENTAL	418.77
EFT73051	15/03/2012	AUSTRALIA POST	3395.13
EFT73052	15/03/2012	AUSTRALIAN FAMILY TREE CONNECTIONS PUBLISHING PTY LIMITED	64.00
EFT73053	15/03/2012	BAILEYS FERTILISERS	2428.80
EFT73054	15/03/2012	BAIL SAND & GRAVEL SUPPLIES	1430.00
EFT73055	15/03/2012	BAREFOOT CLOTHING MANUFACTURERS	300.304
EFT73056	15/03/2012	BARRETT'S MINI EARTHMOVING & CHIPPING	4980.00
EFT73057	15/03/2012	SOPHIE BEECH	2675.00
EFT73058	15/03/2012	BERTOLA HIRE SERVICES ALBANY PTY LTD	257.00
EFT73059	15/03/2012	BEST OFFICE SYSTEMS	98.23
EFT73060	15/03/2012	BLACKWOODS	290.04
EFT73061	15/03/2012	ALBANY BOBCAT SERVICES	2040.00
EFT73062	15/03/2012	BOC GASES AUSTRALIA LIMITED	155.91
		Educting and pressure jetting	
		MOBILE YOUTH BUS SERVICE	
		RATES DEBT RECOVERY	
		SITE SURVEY - PARKER STREET & WEELARA LAKE SECTION 18	
		CITY OF ALBANY PROFESSIONAL SERVICES JANUARY 2012	
		CATERING FOR ART EXHIBITION	
		Supply & install alarm systems in both training room and end transportable building at the Depot	
		ADVERTISING	
		VEHICLE PARTS/MAINTENANCE	
		FILTERS/VEHICLE PARTS	
		KEY CABINET	
		FORKLIFT GAS CYLINDER REFILL	
		PORKER PELLETS	
		Fujitsu air conditioner x 2 (Mechanic and Trades offices)	
		ROOM HIRE OF ASLSC	
		STATIONERY SUPPLIES	
		NEWSPAPER DELIVERIES	
		LAWN MOWING AT LOTTERIES HOUSE	
		STATIONERY ORDER FOR VISITOR CENTRE	
		THE CURATORS CHOICE	
		RATES RECOVERY FEES	
		FEBRUARY NURSERY ACCOUNT	
		GROUP FACILITATION FOR VAC	
		MEMBERSHIP OF ARTSOUTHWA	
		CASUAL STAFF/APPRENTICE FEES BRETT SCOTT	
		IPHONE SALE	
		INVOICE FOR CONSULTING SERVICES	
		POSTAGE/AGENCY FEES	
		AFTC MAGAZINE SUBSCRIPTIONS	
		FERTILIZER	
		M3 COMPACTION SAND	
		UNIFORM ORDER	
		REMOVE KARRI TREE	
		TRAINEE ACCOUNTANT FEES	
		HIRE OF MINI EXCAVATOR	
		PHOTOCOPIER CHARGES	
		SHORT SLEEVE YELLOW AND GREEN HI VIS SHIRTS	
		BOBCAT & TRUCK HIRE FOR CONSTRUCTION OF LIMESTONE PATH FROM NORMANS INLET TO NORMANS BEACH.	
		BOC CONTAINER RENTAL	

EFT73063	15/03/2012	BOOKMARKETING - GARY SPELLER	LIBRARY STOCK	26.00
EFT73064	15/03/2012	AIR BP	AIRPORT FUEL CHARGES	124.30
EFT73065	15/03/2012	BROWNES FOODS OPERATIONS PTY LTD	CATERING SUPPLIES	288.54
EFT73066	15/03/2012	MARK BYRNES	LEGISLATIVE COMPLIANCE TO 13/3/2012	1190.00
EFT73067	15/03/2012	C&C MACHINERY CENTRE	VEHICLE MAINTENANCE/PARTS	1386.54
EFT73068	15/03/2012	J & S CASTLEHOW ELECTRICAL SERVICES	ELECTRICAL REPAIRS/MAINTENANCE	945.73
EFT73069	15/03/2012	CHILD FRIENDLY SOLUTIONS PTY LTD	PLATY PANEL ROD	20.90
EFT73070	15/03/2012	CJD EQUIPMENT PTY LTD	Rectify Brake system warning on Volvo grader	3544.42
EFT73071	15/03/2012	BIS CLEANAWAY LIMITED	RUBBISH REMOVAL CONTRACT	10578.09
EFT73072	15/03/2012	COCA-COLA AMATIL PTY LTD	CATERING SUPPLIES	706.92
EFT73074	15/03/2012	OSCAR COLBUNG	SITE SURVEY PARKER STREET 8 WEELAEA LAKE SECTION 18	400.00
EFT73075	15/03/2012	COURIER AUSTRALIA	FREIGHT CHARGES	669.48
EFT73076	15/03/2012	ALWYN COYNE	SITE SURVEY - PARKER STREET	400.00
EFT73077	15/03/2012	CRYSTAL GLASS PTY LTD	4/ heavy duty sliding door carriages for depot admin doors	72.00
EFT73078	15/03/2012	DOWNER EDI WORKS PTY LTD	TONNES OF 7mm ASPHALT (BLACK)	1233.07
EFT73079	15/03/2012	HOLCIM (AUSTRALIA) PTY LTD	BLUEMETAL DELIVERED TO MERCER ROAD	6493.01
EFT73080	15/03/2012	AL CURNOW HYDRAULICS	VEHICLE PARTS/MAINTENANCE	376.88
EFT73081	15/03/2012	GEOFFREY DEAN	SITE SURVEY - PARKER STREET	400.00
EFT73082	15/03/2012	LANDGATE	LAND ENQUIRIES	432.00
EFT73083	15/03/2012	HOUSING AUTHORITY	Rates refund for assessment A198055	8161.23
EFT73084	15/03/2012	DEPARTMENT OF PLANNING	LODGEMENT OF A DEVELOPMENT ASSESSMENT APPLICATION	5672.00
EFT73085	15/03/2012	DIGITAL MAPPING SOLUTIONS	INTRA MAP SUBSCRIPTION	18315.00
EFT73086	15/03/2012	THE DISK DOCTOR PTY LIMITED	WHITE COARSE PADS AND POLISHING COMPOUNDS FOR LIBRARY	60.85
EFT73087	15/03/2012	DIX MARKETING	VEHICLE PARTS	225.00
EFT73088	15/03/2012	ELLEKER GENERAL STORE	Fire - Other Goods & Services	1245.97
EFT73089	15/03/2012	EVERITE SIGNS	SIGNAGE	184.80
EFT73090	15/03/2012	FARM FRESH W/SALERS (VIOLET PARK HOLDINGS P/L	GROCERIES	199.37
EFT73091	15/03/2012	FAT CATS CARWASH	CAR WASH AND DETAILING REGO NUMBER 9015 A	44.00
EFT73092	15/03/2012	ALBANY FILTER CLEAN	FILTER CHANGING/CLEANING	28.00
EFT73093	15/03/2012	ALBANY FIREBREAK AND SLASHING CO. PTY LTD	HIRE OF TRACTOR AND ROTARY HOE	264.00
EFT73094	15/03/2012	THE FIXUPPERY	CLEANING CONTRACTS	640.95
EFT73095	15/03/2012	FRANEY & THOMPSON	TIMBER SUPPLIES	1669.77
EFT73096	15/03/2012	FUELS WEST PETROLEUM	LITRES OF DIESEL	6893.57
EFT73097	15/03/2012	GORDON WALMSLEY PTY LTD	MOUNTABLE KERBING	7418.00
EFT73098	15/03/2012	GRANDE FOOD SERVICE	CATERING SUPPLIES	604.72
EFT73099	15/03/2012	GREAT SOUTHERN INSTITUTE OF TECHNOLOGY	INTRO TO EXCEL - COURSE NUMBER 0512 FOR ELISE VAN GORP	99.00
EFT73100	15/03/2012	GREEN SKILLS INC	GREEN SKILLS STAFF	7525.93
EFT73101	15/03/2012	GREAT SOUTHERN PACKAGING SUPPLIES	CLEANING GOODS	756.81
EFT73102	15/03/2012	GREAT SOUTHERN HEALTHCARE EQUIPMENT	EQUIPMENT HIRE - HOIST ALAC	638.00
EFT73103	15/03/2012	GREAT SOUTHERN TURF	SUPPLY AND DELIVER OR ROLL ON LAWN	405.00
EFT73104	15/03/2012	GREAT SOUTHERN LIQUID WASTE	SERVICE SEPTIC TANKS AT DEPOT	1612.00
EFT73105	15/03/2012	HANSON EXECUTIVE MANAGEMENT	Fully customised Communications	12309.00

AGENDA ITEM

EFT73106	15/03/2012	PROTECTOR FIRE SERVICES PTY LTD	REPAIRS TO FIRE HOSE	209.00
EFT73107	15/03/2012	HARVEY NORMAN ELECTRICAL ALBANY	Breville Aroma Style Electronic Coffee Maker BCM600	159.90
EFT73108	15/03/2012	HARVEY NORMAN COMPUTERS ALBANY	HEADSETS	69.00
EFT73109	15/03/2012	HELEN LEEDER-CARLSON	WEDNESDAY PAINTING WITH HELEN	240.00
EFT73110	15/03/2012	JOHN HOBBS	VOLUNTEER MILEAGE ALLOWANCE	30.00
EFT73112	15/03/2012	JACK THE CHIPPER	TRACTOR MULCH	1210.00
EFT73113	15/03/2012	JIMS TEST AND TAG	REPLACE EMERGENCY EXIT LIGHT BATTERIES	278.78
EFT73114	15/03/2012	JOHN KINNAR AND ASSOCIATES	SURVEYOR	1553.75
EFT73115	15/03/2012	JUST A CALL DELIVERIES	INTERNAL MAIL DELIVERIES	916.30
EFT73116	15/03/2012	KNOTTS PLUMBING PTY LTD	PLUMBING REPAIRS/MAINTENANCE	1425.00
EFT73117	15/03/2012	LANDFILL GAS AND POWER PTY LTD	LANDFILL GAS AND POWER SUPPLY	17973.18
EFT73118	15/03/2012	CALTEX ENERGY WA	FUEL PURCHASES	6565.93
EFT73119	15/03/2012	LORLAINE DISTRIBUTORS PTY LTD	20 LTR LEMON DISINFECTANT	58.95
EFT73120	15/03/2012	ALBANY PARTY HIRE	CHAIR HIRE AND DELIVERY	253.00
EFT73121	15/03/2012	ALBANY CITY MOTORS	VEHICLES/VEHICLE PARTS/REPAIRS	1122.73
EFT73122	15/03/2012	MC LEVITZKE	MERCAHNDISE ORDER	129.50
EFT73123	15/03/2012	JAMES MCLEAN	ANNUAL WORKSHOP PROGRAM FOR VAC	1425.00
EFT73124	15/03/2012	MERCURY FIRE SAFETY PTY LTD	FIRE CARRY BAG	104.50
EFT73125	15/03/2012	ELAINE ROSEMARY MINITER	SITE SURVEY - PARKER STREET	400.00
EFT73126	15/03/2012	LGIS INSURANCE BROKING	INSURANCES	2544.22
EFT73127	15/03/2012	LGIS WORKCARE	INSURANCES	15654.10
EFT73128	15/03/2012	LGIS LIABILITY	INSURANCES	892.44
EFT73129	15/03/2012	NATURE'S ALTERNATIVE	MERCAHNDISE ORDER	192.50
EFT73130	15/03/2012	ALBANY COMMUNITY PHARMACY	First Aid Audit Works and Services Depot & Hanrahan Waste	1362.30
EFT73131	15/03/2012	OKEEFE'S PAINTS	PAINTS	564.28
EFT73132	15/03/2012	ORANA CINEMAS ALBANY	CINEMA ADVERTISING - ALAC	560.00
EFT73133	15/03/2012	ORICA AUSTRALIA P/L	CHLORINE SUPPLIES	990.00
EFT73134	15/03/2012	CORR ART	ARTISTIC DEVELOPMENT	312.00
EFT73135	15/03/2012	PALMER EARTHMOVING (AUSTRALIA) PTY LTD	CRUSHED GRAVEL SUPPLIED AND DELIVERED	42329.78
EFT73136	15/03/2012	PENNANT HOUSE	ABORIGINAL FLAG	190.30
EFT73137	15/03/2012	HANSON CONSTRUCTION MATERIALS PTY LTD	SLUMP CONCRETE	1733.82
EFT73138	15/03/2012	PLAY EQUIPMENT & ACCESSORIES	THE PURCHASE OF CLIMBING ROCKS PRODUCT	47.00
EFT73139	15/03/2012	AMANDA PORRITT	STAFF MILEAGE CLAIM	59.35
EFT73140	15/03/2012	PORTAL IT	ICT Strategic Plan	7700.00
EFT73141	15/03/2012	R & L BITUMEN REPAIR SERVICES	REPAIR DRIVEWAY AT 53 REGENT STREET	770.00
EFT73142	15/03/2012	REEVES AND COMPANY BUTCHERS PTY LTD	GROCERIES	213.70
EFT73143	15/03/2012	W P REID	INSTALL PAVING TO LE GRANDE AVENUE ISLANDS	5522.00
EFT73145	15/03/2012	ALBANY TRAFFIC CONTROL	TRAFFIC CONTROL LABOUR	935.00
EFT73146	15/03/2012	SCHWEPPE'S AUSTRALIA	SOFT DRINK SUPPLIES	149.12
EFT73147	15/03/2012	KAITLYN SEYMOUR	ADMIN ASSISTANT FOR VAC	386.66
EFT73148	15/03/2012	SIGNS PLUS	PIN BADGE - SARAH, ALBANY REGIONAL DAY CARE	167.75
EFT73149	15/03/2012	SKILL HIRE WA PTY LTD	CASUAL STAFF	14067.67

AGENDA ITEM

EFT73150	15/03/2012	SKYWEST AIRLINES	AIRFARES FOR STAFF/COUNCILLORS/MAYOR	767.40
EFT73151	15/03/2012	SOUTHERN ELECTRICS	ELECTRICAL REPAIRS/MAINTENANCE	1081.54
EFT73152	15/03/2012	SOUTHERN TOOL & FASTENER CO	CUT QUICK / TS420 AS PER QUOTATION	1989.23
EFT73153	15/03/2012	SOUTHWAY DISTRIBUTORS (WA) PTY LTD	CATERING SUPPLIES	1460.44
EFT73154	15/03/2012	SOUTHCOAST SECURITY SERVICE	SECURITY SERVICES	1019.26
EFT73155	15/03/2012	SOUTHWAY PETROLEUM SERVICES	PLANT MAINTENANCE	147.67
EFT73156	15/03/2012	SPEEDO AUSTRALIA PTY LTD	SWIMMING SUPPLIES	2242.35
EFT73157	15/03/2012	STIRLING FREIGHT EXPRESS	FREIGHT FEES	139.30
EFT73158	15/03/2012	STIRLING CONFECTIONERY PLUS	CONFECTIONERY SUPPLIES	1790.50
EFT73159	15/03/2012	ALBANY LOCK SERVICE	LOCKSMITH SERVICES,REPAIRS ETC	39.10
EFT73160	15/03/2012	SYNERGY	ELECTRICITY SUPPLIES	25641.40
EFT73161	15/03/2012	T & C SUPPLIES	Bags QUICK SET CEMENT	929.14
EFT73162	15/03/2012	THE NAKED BEAN COFFEE ROASTERS	COFFEE FOR ALAC	117.00
EFT73163	15/03/2012	DAVID THEODORE	STAFF MILEAGE CLAIM	45.00
EFT73164	15/03/2012	TOTAL EDEN	Reticulation Systems	1882.40
EFT73165	15/03/2012	TRAILBLAZERS	SAFETY BOOTS	138.00
EFT73166	15/03/2012	TRU-BLU GROUP PTY LTD	BARRIER BLOCKS	157.20
EFT73167	15/03/2012	ALBANY TYREPOWER	TYRE PURCHASES/MAINTENANCE	4236.20
EFT73168	15/03/2012	UHY HAINES NORTON	Local Government Rates Comparison Report	198.00
EFT73169	15/03/2012	VANCOUVER WASTE SERVICES (ARMOGEDIN PTY LTD)	GREEN WASTE SERVICES	132.00
EFT73170	15/03/2012	IT VISION AUSTRALIA PTY LTD	SYNGERY SOFT RECORDS ADMINISTRATOR TRAINING	968.00
EFT73171	15/03/2012	WELLSTEAD COMMUNITY RESOURCE CENTRE INC.	LIBRARY RURAL SERVICES	2.20
EFT73172	15/03/2012	WESTRAC EQUIPMENT PTY LTD	VEHICLE PARTS	479.89
EFT73173	15/03/2012	WA LOCAL GOVERNMENT ASSOCIATION	ADVERTISING FOR WEST	2823.74
EFT73174	15/03/2012	WESTERN POWER CORPORATION	Design Services For Nelson Street Albany SP036034	1500.00
EFT73175	15/03/2012	WEST-OZ WEB SERVICES	ADVERTISING	51.45
EFT73176	15/03/2012	THE WINDOW WASHER MAN	WINDOW CLEANING	38.00
EFT73177	15/03/2012	ELIZABETH WOODS	SITE SURVEY - PARKER STREET	400.00
EFT73178	15/03/2012	DONALD WOODS	SITE SURVEY - PARKER STREET	400.00
EFT73179	15/03/2012	COLES SUPERMARKETS AUSTRALIA PTY LTD	GROCERIES	514.78
EFT73180	15/03/2012	ROSMECH SALES AND SERVICE PTY LTD	ROAD SWEEPER PARTS	338.69
EFT73181	15/03/2012	SYNERGY	ELECTRICITY SUPPLIES	59440.20

TOTAL \$2,528,269.66

Creditors Trial Balance
As at 31.03.2012

CITY OF ALBANY

AGENDA ITEM 4.1 REFERS

Creditor # Name	01.01.2012 > 90 days	31.01.2012 > 60 days	01.03.2012 > 30 days	31.03.2012 Current	Total
ABA1 ABA SECURITY	0.00	0.00	129.80	0.00	129.80
ABD1 ABDAT COMPUTER SYSTEMS PTY LTD	0.00	0.00	0.00	990.00	990.00
ACT1 ACTIV FOUNDATION INC.	0.00	0.00	1512.81	0.00	1512.81
ACT4 ACTIV BUSINESS SERVICES	0.00	0.00	0.00	60.01	60.01
ADC1 AD CONTRACTORS PTY LTD	21090.26	0.00	8825.55	0.00	29915.81
ADV9 ADVERTISER PRINT	0.00	0.00	875.00	320.00	1195.00
ALB1 ALBANY ADVERTISER LTD	0.00	0.00	-478.50	0.00	-478.50
ALB11 ALBANY INDUSTRIAL SERVICES PTY LTD	0.00	0.00	0.00	1687.95	1687.95
ALB118 ALBANY GLASS	0.00	0.00	0.00	0.00	0.00
ALB142 ALBANY SCUBA DIVING ACADEMY	0.00	0.00	0.00	0.00	0.00
ALB166 ALBANY OFFICE PRODUCTS - NORTH ROAD	0.00	0.00	736.95	1168.85	1905.80
ALB24 ALBANY V-BELT AND RUBBER	0.00	0.00	853.78	0.00	853.78
ALB25 ALBANY SWEEP CLEAN	0.00	0.00	4968.00	0.00	4968.00
ALB26 ALBANY STATIONERS	0.00	0.00	46.50	104.85	151.35
ALB30 ALBANY COMMUNITY HOSPICE	0.00	0.00	0.00	22.00	22.00
ALB36 ALBANY FIBREGLASS	0.00	0.00	0.00	2144.12	2144.12
ALB40 ALBANY CAMERA HOUSE	0.00	0.00	0.00	0.00	0.00
ALB54 ALBANY PANEL BEATERS AND SPRAY PAINTERS	0.00	0.00	0.00	71.50	71.50
ALB75 ALBANY DRILLING	0.00	0.00	1190.00	0.00	1190.00
ALB97 ALBANY HISTORICAL SOCIETY	0.00	0.00	0.00	1300.00	1300.00
ALL5 ALL HOSPITALITY	0.00	0.00	524.50	69.95	594.45
AMP2 AMP FLEXIBLE LIFETIME SUPER PLAN	0.00	0.00	0.00	365.21	365.21
AMP3 AMP SUPERANNUATION LIMITED	0.00	0.00	0.00	588.41	588.41
AMP6 AMP RSA	0.00	0.00	0.00	154.52	154.52
ANN6 DAMON ANNISON	0.00	0.00	262.20	0.00	262.20
ATC1 ATC WORK SMART	0.00	0.00	0.00	999.64	999.64
AUD2 AUDIOCOM ALBANY	0.00	0.00	60.00	0.00	60.00
AUR2 AURORA ENVIRONMENTAL	5384.50	0.00	0.00	0.00	5384.50
AUS11 AUSTRALIAN TAXATION OFFICE	0.00	0.00	2511.80	108469.00	110980.80
AUS112 IOOF GLOBAL ONE (EX SKANDIA GLOBAL)	0.00	0.00	0.00	0.00	0.00
AUS125 AUSTRALIAN ETHICAL SUPERANNUATION FUND	0.00	0.00	0.00	114.07	114.07
AUS22 AUSTRALIAN SERVICES UNION WA BRANCH	0.00	0.00	0.00	1950.60	1950.60
AUS72 AUSTRALIAN PRIMARY SUPERANNUATION FUND	0.00	0.00	0.00	159.94	159.94
AUS73 AUSTRALIAN SUPER	0.00	0.00	0.00	699.61	699.61
BAN1 BT EQUIPMENT PTY LTD (TUTT BRYANT EQUIPMENT)	0.00	0.00	-1570.54	0.00	-1570.54
BAN2 BANKWEST	0.00	0.00	0.00	0.00	0.00
BAR33 BARRETT'S MINI EARTHMOVING & CHIPPING	0.00	0.00	2600.00	0.00	2600.00
BAR6 BAREFOOT CLOTHING MANUFACTURERS	0.00	0.00	1275.10	73.70	1348.80
BAT10 BATTERY WORLD	0.00	0.00	0.00	41.00	41.00

Creditors Trial Balance
As at 31.03.2012

CITY OF ALBANY

Creditor #	Name	01.01.2012 > 90 days	31.01.2012 > 60 days	01.03.2012 > 30 days	31.03.2012 Current	Total
BEN15	ADVANCED TRAFFIC MANAGEMENT (WA) PTY LTD	0.00	0.00	8229.26	7346.71	15575.97
BEN8	BENNETTS BATTERIES	0.00	0.00	0.00	176.00	176.00
BER1	BERTOLA HIRE SERVICES ALBANY PTY LTD	0.00	0.00	1091.16	0.00	1091.16
BES1	BEST OFFICE SYSTEMS	0.00	0.00	0.00	173.00	173.00
BIC7	BICUBIC	0.00	0.00	284.92	67.10	352.02
BIN6	BINDOON TRACTORS PTY LTD	0.00	0.00	0.00	2216.28	2216.28
BIT1	ALBANY BITUMEN SPRAYING	0.00	0.00	0.00	4829.00	4829.00
BLA13	BLACKWOODS	0.00	0.00	0.00	175.38	175.38
BOC1	G AND AM BOCCAMAZZO CONTRACTORS	0.00	0.00	0.00	841.50	841.50
BOO2	BOOEASY AUSTRALIA PTY LTD	0.00	0.00	0.00	2207.27	2207.27
BRO33	BROWNES FOODS OPERATIONS PTY LTD	0.00	0.00	871.20	0.00	871.20
BTB1	BT SUPER FOR LIFE	0.00	0.00	0.00	370.77	370.77
BTS2	BT SUPER FOR LIFE	0.00	0.00	0.00	190.68	190.68
BUL3	BULLIVANT'S HANDLING SAFETY	0.00	0.00	0.00	0.00	0.00
BUN1	BUNNINGS BUILDING SUPPLIES PTY LTD	0.00	0.00	48.60	0.00	48.60
CAM9	CAMLIN SPRINGS WATER DISTRIBUTORS	0.00	0.00	168.00	0.00	168.00
CAS2	J & S CASTLEHOW ELECTRICAL SERVICES	0.00	0.00	3024.09	1551.88	4575.97
CHI1	CHILD SUPPORT AGENCY	0.00	0.00	0.00	233.55	233.55
CJD1	CJD EQUIPMENT PTY LTD	0.00	0.00	0.00	157.23	157.23
CLE2	BIS CLEANAWAY LIMITED	0.00	0.00	10835.88	0.00	10835.88
COC9	COCA-COLA AMATIL PTY LTD	0.00	0.00	6000.03	3184.96	9184.99
COL24	COLONIAL FIRST STATE ROLLOVER & SUPER FUND	0.00	0.00	0.00	198.70	198.70
COL26	COLONIAL FIRST STATE FIRSTCHOICE PERSONAL SUPER	0.00	0.00	0.00	368.70	368.70
COL3	COLES SUPERMARKETS AUSTRALIA PTY LTD	0.00	0.00	105.29	464.28	569.57
COL33	COLONIAL FIRST STATE FIRSTCHOICE PERSONAL SUPER	0.00	0.00	0.00	456.06	456.06
COU13	ALBANY SIGNS	0.00	0.00	0.00	1720.40	1720.40
COV1	COVS PARTS PTY LTD	0.00	0.00	0.00	282.05	282.05
CSR1	DOWNER EDI WORKS PTY LTD	0.00	0.00	708.23	0.00	708.23
CSR2	HOLCIM (AUSTRALIA) PTY LTD	0.00	0.00	3351.47	0.00	3351.47
CSR4	DO NOT USE	0.00	0.00	12974.65	1330.25	14304.90
CUR4	AL CURNOW HYDRAULICS	0.00	0.00	0.00	0.00	0.00
DAV31	DAVRIC AUSTRALIA	0.00	0.00	1302.14	0.00	1302.14
DEG2	35 DEGREES SOUTH	0.00	0.00	1694.94	539.83	2234.77
DEL1	CGS QUALITY CLEANING	0.00	0.00	2585.00	1760.00	4345.00
DEP1	LANDGATE	0.00	0.00	19892.10	0.00	19892.10
DEP11	DEPARTMENT OF TRANSPORT	0.00	0.00	1701.36	0.00	1701.36
DEP41	DEPARTMENT OF ENVIRONMENT AND CONSERVATION	0.00	0.00	136.90	684.50	821.40
EYE1	EYERITE SIGNS	0.00	0.00	0.00	50.00	50.00
FAR2	FARM FRESH W/SALEERS (VIOLET PARK HOLDINGS P/L	0.00	0.00	0.00	55.00	55.00
		0.00	0.00	0.00	111.02	111.02

Creditors Trial Balance
As at 31.03.2012

CITY OF ALBANY

Creditor #	Name	01.01.2012 > 90 days	31.01.2012 > 60 days	01.03.2012 > 30 days	31.03.2012 Current	Total
FAR5	FARM FRESH PHARMACY	0.00	0.00	0.00	0.00	0.00
FAR7	FARMERS CENTRE (1978) PTY LTD	0.00	0.00	19.10	0.00	19.10
FIL3	ALBANY FILTER CLEAN	0.00	0.00	0.00	28.00	28.00
FOR10	FORSYTH RAF & DK	0.00	0.00	0.00	0.00	0.00
FRAL	FRANEY & THOMPSON	0.00	0.00	221.47	0.00	221.47
FUE1	FUELS WEST PETROLEUM	0.00	0.00	0.00	11674.92	11674.92
GEN4	GENERATIONS PERSONAL SUPER FUND	0.00	0.00	0.00	45.07	45.07
GEN5	GENERATIONS PERSONAL SUPER FUND	0.00	0.00	0.00	224.85	224.85
GEN6	GENERATIONS PERSONAL SUPER FUND	0.00	0.00	0.00	25.04	25.04
GEO15	GEOFABRICS AUSTRALASIA PTY LTD	0.00	0.00	3251.99	0.00	3251.99
GRA23	GRANDE FOOD SERVICE	0.00	0.00	0.00	453.23	453.23
GRA3	GRAY & LEWIS	0.00	0.00	0.00	60.50	60.50
GRE12	GREAT SOUTHERN INSTITUTE OF TECHNOLOGY	0.00	0.00	0.00	1676.60	1676.60
GRE29	SOUTHERN SHARPENING SERVICES (FORMERLY SOUTHERN BLADE WORKS	0.00	0.00	43.30	0.00	43.30
GRE55	GREAT SOUTHERN PACKAGING SUPPLIES	0.00	0.00	463.27	600.00	1063.27
GRE62	GREENWAY ENTERPRISES	0.00	0.00	0.00	123.13	123.13
GRE7	GREAT SOUTHERN GROUP TRAINING	0.00	0.00	0.00	4430.81	4430.81
GRE87	GREENMAN TRADING COMPANY	0.00	0.00	2970.00	0.00	2970.00
GTE1	GT BEARING AND ENGINEERING SUPPLIES	0.00	0.00	202.50	0.00	202.50
H&E1	HEATHER LEE TOWES	0.00	748.00	0.00	0.00	748.00
HBF2	HBF OF WA	0.00	0.00	0.00	341.70	341.70
HES2	HESTA SUPER FUND	0.00	0.00	0.00	500.99	500.99
HOW1	RATTEN & SLATER MACHINERY	0.00	0.00	54.47	0.00	54.47
IBM1	IBM AUSTRALIA LTD	0.00	0.00	0.00	1307.08	1307.08
IIM1	IIML ACF LIFETRACK APPLICATION TRUST	0.00	0.00	0.00	0.00	0.00
ING4	ING INTEGRA SUPER	0.00	0.00	0.00	146.05	146.05
ING5	ING ONE ANSWER PERSONAL SUPER	0.00	0.00	0.00	241.67	241.67
ING8	ING INTEGRA SUPER	0.00	0.00	0.00	153.54	153.54
INT8	INTERNATIONAL MOWERS PTY LTD	0.00	0.00	0.00	11825.00	11825.00
IOO1	IOOF INVESTMENT MANAGEMENT LTD	0.00	0.00	0.00	399.15	399.15
ISI1	ISIS CAPITAL LIMITED	0.00	0.00	0.00	3494.82	3494.82
KIN30	KINGOPEN PTY LTD	0.00	0.00	0.00	0.00	0.00
KIN34	KINJARLING INDIGENOUS CORPORATION	0.00	0.00	0.00	400.00	400.00
KLB1	KLB SYSTEMS	0.00	0.00	418.00	451.00	869.00
KNO1	KNOTTS PLUMBING PTY LTD	0.00	0.00	0.00	3010.89	3010.89
LIB3	STATE LIBRARY OF WA	0.00	0.00	130.90	0.00	130.90
LIF1	LIFETIME SUPERANNUATION FUND	0.00	0.00	0.00	0.00	0.00
LIN11	CALTEX ENERGY WA	0.00	0.00	0.00	1148.00	1148.00
LOS3	LOST THE PLOT PRODUCTIONS	0.00	0.00	0.00	386.10	386.10

Creditors Trial Balance
As at 31.03.2012

CITY OF ALBANY

Creditor # Name	01.01.2012 > 90 days	31.01.2012 > 60 days	01.03.2012 > 30 days	31.03.2012 Current	Total
M&A1	0.00	0.00	1468.50	0.00	1468.50
M&B1	0.00	0.00	60.06	112.20	172.26
MAC21	0.00	0.00	0.00	1835.07	1835.07
MAC22	0.00	0.00	0.00	1439.56	1439.56
MAN1	0.00	0.00	833.02	375.05	1208.07
MED10	0.00	0.00	0.00	158.11	158.11
MET2	0.00	0.00	58.72	0.00	58.72
MID1	0.00	0.00	286.57	400.64	687.21
MIN19	0.00	0.00	0.00	400.00	400.00
MLC3	0.00	0.00	0.00	190.68	190.68
MLC5	0.00	0.00	0.00	376.51	376.51
MOU1	0.00	0.00	282.23	0.00	282.23
MOU4	0.00	0.00	0.00	0.00	0.00
NEV1	0.00	0.00	0.00	0.00	0.00
NEW1	0.00	0.00	1549.05	0.00	1549.05
NEW2	0.00	0.00	0.00	623.80	623.80
NEW3	0.00	0.00	0.00	396.00	396.00
NMR1	0.00	0.00	0.00	193.33	193.33
OFF3	0.00	0.00	653.00	0.00	653.00
OKE1	0.00	0.00	630.74	0.00	630.74
ONE5	0.00	0.00	0.00	740.59	740.59
OPU1	2222.00	0.00	0.00	0.00	2222.00
ORI1	0.00	0.00	2576.59	0.00	2576.59
PEE3	0.00	0.00	778.64	0.00	778.64
PFD1	0.00	0.00	0.00	453.55	453.55
PHO4	0.00	0.00	311.85	0.00	311.85
PIO4	0.00	0.00	11736.44	0.00	13127.94
PIT1	0.00	0.00	0.00	1391.50	1391.50
PFC1	0.00	0.00	0.00	0.00	0.00
QCC1	0.00	0.00	140.58	0.00	140.58
RAC2	0.00	0.00	0.00	0.00	0.00
REA3	-70.00	0.00	0.00	0.00	-70.00
RED1	0.00	0.00	53.95	0.00	53.95
RED9	0.00	0.00	0.00	0.00	0.00
REE4	0.00	0.00	301.16	0.00	301.16
REP6	0.00	0.00	41.22	0.00	41.22
RES6	0.00	0.00	113.25	0.00	113.25
ROS13	0.00	0.00	0.00	2345.67	2345.67
ROW4	0.00	0.00	629.20	0.00	629.20
SAL3	0.00	0.00	0.00	6759.50	6759.50
SALS	0.00	0.00	0.00	549.00	549.00

Creditors Trial Balance
As at 31.03.2012

CITY OF ALBANY

AGENDA ITEM 4.1 REFERS

Creditor #	Name	01.01.2012 > 90 days	31.01.2012 > 60 days	01.03.2012 > 30 days	31.03.2012 Current	Total
SAX1	SAXXON IT	0.00	0.00	0.00	8632.53	8632.53
SCA6	JAMIE SCALLY	0.00	0.00	0.00	90.00	90.00
SCH16	SCHWEPES AUSTRALIA	0.00	0.00	98.53	0.00	98.53
SC017	SCOTT PARK HOMES GREAT SOUTHERN PTY LTD	0.00	0.00	0.00	0.00	0.00
SEA8	MARITIME SUPER	0.00	0.00	0.00	82.78	82.78
SEC3	SECUREPAY PTY LTD	0.00	0.00	34.06	0.00	34.06
SER1	SERENITY PARK	0.00	0.00	570.00	0.00	570.00
SES1	SESCO SECURITY	89.96	0.00	0.00	0.00	89.96
SHE4	G & L SHEETMETAL	0.00	0.00	165.00	0.00	165.00
SKA10	IOOF GLOBAL ONE (EX SKANDIA GLOBAL)	0.00	0.00	0.00	390.46	390.46
SKA11	IOOF GLOBAL ONE (EX SKANDIA GLOBAL)	0.00	0.00	0.00	106.34	106.34
SKA9	IOOF GLOBAL ONE (EX SKANDIA GLOBAL)	0.00	0.00	0.00	0.00	0.00
SK11	SKILL HIRE WA PTY LTD	0.00	0.00	0.00	1998.04	1998.04
SMI59	RABELENE SMITH	0.00	0.00	50.00	0.00	50.00
SOUL	SOUTHERN ELECTRICS	0.00	0.00	518.06	0.00	518.06
SOU5	SOUTHERN TOOL & FASTENER CO	0.00	0.00	403.74	0.00	403.74
SOU9	SOUTHWAY DISTRIBUTORS (WA) PTY LTD	0.00	0.00	3788.52	3487.02	7275.54
SPE3	SPEEDO AUSTRALIA PTY LTD	0.00	0.00	443.30	0.00	443.30
SPE7	SPECTRUM SUPER	0.00	0.00	0.00	132.13	132.13
SPO14	SPOTLIGHT	0.00	0.00	81.20	0.00	81.20
STA11	STATEWIDE BEARINGS	0.00	0.00	0.00	69.41	69.41
STA2	STAR SALES AND SERVICE	0.00	0.00	1133.30	48.60	1181.90
STI7	STIRLING CONFECTIONERY PLUS	0.00	0.00	0.00	1694.40	1694.40
STO1	STORM OFFICE NATIONAL	0.00	0.00	3413.13	0.00	3413.13
SUN4	SUNNY SIGN COMPANY	0.00	0.00	105.60	0.00	105.60
SUP10	SUPERWRAP PERSONAL SUPER PLAN	0.00	0.00	0.00	392.19	392.19
SUP2	ALBANY LOCK SERVICE	0.00	0.00	409.60	0.00	409.60
T&C1	T & C SUPPLIES	0.00	0.00	2039.55	1563.93	3603.48
TEL1	TELSTRA CORPORATION LIMITED	0.00	0.00	0.00	0.00	0.00
TEL13	TELSTRA-NETWORK INTEGRITY SERVICES	0.00	0.00	0.00	0.00	0.00
THE80	THE VEGIE SHOP	0.00	0.00	0.00	145.31	145.31
THI1	THINKWATER ALBANY	0.00	0.00	4152.20	0.00	4152.20
TOT1	TOTAL EDEN	0.00	0.00	792.40	1941.05	2733.45
TOW4	TOWER TRUST LIMITED	0.00	0.00	0.00	154.52	154.52
TRA4	TRADELINK PLUMBING SUPPLIES	0.00	0.00	531.47	0.00	531.47
TRU3	TRU-BLU GROUP PTY LTD	0.00	0.00	256.52	160.00	416.52
TYR1	ALBANY TYREPOWER	0.00	0.00	2532.00	0.00	2532.00
UNI20	UNI SUPER	0.00	0.00	0.00	126.29	126.29
VAC1	VANCOUVER WASTE SERVICES (ARMOGEDIN PTY LTD)	0.00	0.00	18905.95	323.50	19229.45

Creditors Trial Balance
As at 31.03.2012

CITY OF ALBANY

Creditor #	Name	01.01.2012 > 90 days	31.01.2012 > 60 days	01.03.2012 > 30 days	31.03.2012 Current	Total
VIS1	IT VISION AUSTRALIA PTY LTD	0.00	0.00	742.50	0.00	742.50
VOD1	VODAFONE PTY LTD	0.00	0.00	49.00	0.00	49.00
WAC4	WA COUNCIL OF SOCIAL SERVICE INC	0.00	0.00	0.00	1973.00	1973.00
WAL10	WA LOCAL GOVT SUPERANNUATION	0.00	0.00	161.81	52796.05	52957.86
WAN3	WA NATURALLY PUBLICATIONS	0.00	0.00	996.82	0.00	996.82
WAT1	WATER CORPORATION	0.00	0.00	0.00	104.05	104.05
WAY2	WAYNE JOHN STEAD PTY LTD SUPERANNUATION FUND	0.00	0.00	0.00	685.87	685.87
WAY4	WAY FUNKY COMPANY	0.00	0.00	3546.35	0.00	3546.35
WEE1	ALBANY & GREAT SOUTHERN WEEKENDER	0.00	0.00	105.60	0.00	105.60
WES10	WA LOCAL GOVERNMENT ASSOCIATION	0.00	0.00	0.00	3946.31	3946.31
WES11	LANDMARK LIMITED	0.00	0.00	548.90	0.00	548.90
WES24	WESTSHRED DOCUMENT DISPOSAL	0.00	0.00	0.00	367.40	367.40
WES3	WESTERBERG PANEL BEATERS	0.00	0.00	0.00	600.00	600.00
WES49	WESTSCHEME	0.00	0.00	0.00	1006.90	1006.90
WES54	WESTERN WORK WEAR	0.00	0.00	640.00	100.00	740.00
WES8	WESTCARE INDUSTRIES	0.00	0.00	38.78	0.00	38.78
WES9	WESTRAC EQUIPMENT PTY LTD	0.00	0.00	1389.70	1057.81	2447.51
WOO3	WOOD AND GRIEVE ENGINEERS	0.00	14920.06	5313.00	0.00	20233.06
WRE1	WREN OIL	0.00	0.00	713.90	0.00	713.90
WUR1	WURTH AUSTRALIA PTY LTD	0.00	0.00	0.00	176.02	176.02
YAK1	YAKKA PTY LTD	0.00	0.00	1996.26	0.00	1996.26
YOU5	WATKINS CONTRACTORS	0.00	0.00	2887.50	0.00	2887.50
ZEN1	ZENITH LAUNDRY	0.00	0.00	58.36	31.19	89.55
	Totals	28716.72	15668.06	189220.55	299569.03	533174.36

4.2: FINANCIAL ACTIVITY STATEMENT – 31 MARCH 2012

Responsible Officer : Acting Executive Director Corporate Services (P Wignall)

6.55PM: Councillor Attwell left the Chamber

IN BRIEF

- Statement of Financial Activity reporting on the revenue and expenditure of the City of Albany for the reporting period ending 31 March 2012.

ITEM 4.2: RESPONSIBLE OFFICER RECOMMENDATION

MOVED: COUNCILLOR STOCKS
SECONDED: COUNCILLOR HORTIN

The Financial Activity Statement for the period ending 31 March 2012 be RECEIVED.

CARRIED 12-0

BACKGROUND

1. The Statement of Financial Activity for the period ending 31 March 2012 has been prepared and is attached.
2. In addition to the statutory requirement to provide Council with a Statement of Financial Performance, the City provides Council with a monthly investment summary to ensure the performance of the investment portfolio is in accordance with anticipated returns and complies with the Investment of Surplus Funds Policy.

DISCUSSION

3. In accordance with section 34(1) of the Local Government (Financial Management) Regulations 1996, the City of Albany is required to prepare each month a Statement of Financial Activity reporting on the revenue and expenditure of the local authority.
4. The requirement for local governments to produce a Statement of Financial Activity was gazetted in March 2005 to provide elected members with a greater insight in relation to the ongoing financial performance of the local government.
5. Additionally, each year a local government is to adopt a percentage or value to be used in Statements of Financial Activity for reporting material variances. Variations in excess of \$100,000 are reported to Council.

“Please note that rounding errors may occur when whole numbers are used, as they are in the reports that follow. The ‘errors’ may be \$1 or \$2 when adding sets of numbers. This does not mean that the underlying figures are incorrect.”

6. STATEMENT OF FINANCIAL ACTIVITY – AS AT 31 MARCH 2012

	Actual Year to Date 31-Mar-12	Current Budget Year to Date 31-Mar-12	Current Budget vs Actual Variance	
REVENUE				*
Operating Grants, Subsidies and Cont Fees and Charges	2,380,980	2,547,259	-166,279	X
Interest Earnings	886,932	554,004	332,928	√
Other Revenue	1,361,737	1,916,609	-554,872	X
	14,978,248	16,008,656	-1,030,408	
EXPENDITURE				
Employee Costs	11,589,757	12,261,592	-671,835	√
Materials and Contracts	7,644,256	10,230,178	-2,585,922	√
Utility Charges	1,183,766	1,109,743	74,023	X
Interest Expenses	503,920	504,419	-499	√
Insurance Expenses	582,090	579,273	2,817	X
Other Expenditure	1,193,752	2,125,275	-931,523	√
Depreciation	8,758,385	8,860,999	-102,614	√
	31,455,926	35,671,479	-4,215,553	
Adjustment for Non-cash Revenue and Expenditure:				
Depreciation	-8,758,385	-8,860,999	102,614	
CAPITAL REVENUE				
Non-Operating Grants, Subsidies & Cont Proceeds from asset disposals	2,940,757	4,122,873	-1,182,116	X
Proceeds from New Loans	87,190	1,408,785	-1,321,595	X
Self-Supporting Loan Principal Revenue	0	0	0	
Transfers from Reserves (Restricted Assets)	15,271	15,530	-259	X
	4,865,084	4,873,903	-8,819	X
	7,908,302	10,421,091	-2,512,789	
CAPITAL EXPENDITURE				
Capital Expenditure	3,393,805	12,578,205	-9,184,400	√
Repayment of Loans	428,109	428,253	-144	√
Transfers to Reserves (Restricted Assets)	3,863,363	3,820,171	43,192	X
	7,685,277	16,826,629	-9,141,352	
Estimated Surplus B/fwd				
ADD Net Current Assets July 1 B/fwd	4,582,872	4,582,872	n/a	
LESS Net Current Assets Year to Date	22,712,064	31,274,794	n/a	
Amount Raised from Rates	-25,625,462	-25,575,876	-49,856	

* √ Is higher than expected revenue or lower than expected expenditure

* X is lower than expected revenue and higher than expected Expenditure

7. CITY OF ALBANY – NET CURRENT ASSETS – AS AT 31 MARCH 2012

	Actual 31-Mar-12	Actual 30-Jun-11
NET CURRENT ASSETS		
Composition of Net Current Asset Position		
CURRENT ASSETS		
Cash - Unrestricted	20,811,253	5,767,118
Cash - Restricted	5,413,007	6,634,295
Receivables	2,551,152	2,136,618
Inventories	2,696,845	3,202,824
Total Current Assets	31,472,257	17,740,855
LESS: CURRENT LIABILITIES		
Payables and Provisions	3,347,186	6,523,688
	28,125,071	11,217,167
Less: Cash - Restricted - Trust	(1,071,289)	(1,318,300)
Less: Cash - Restricted - Reserves	(4,341,718)	(5,315,995)
NET CURRENT ASSET POSITION	22,712,064	4,582,872
NET CURRENT ASSETS PER BALANCE SHEET	20,388,306	2,819,432
Difference	(2,323,758)	(1,763,440)
Difference Represented by:		
Restricted Cash (Trust)	1,071,289	1,318,300
Reserve Funds - Financial Assets	182,510	327,010
Reserve Funds - Other	4,159,208	4,988,985
Self Supporting Loans (part of Receivables and Other)	(15,271)	
	5,397,736	6,634,295
Less:		
Borrowings	6,710,066	7,138,175
Trust Liabilities	1,011,428	1,259,560

Difference (2,323,758) (1,763,440)
8. CITY OF ALBANY- STATEMENT OF FINANCIAL POSITION-AS AT 31 MARCH 2012

	Actual 31-Mar-12	Actual 30-Jun-11
CURRENT ASSETS		
Cash - Municipal	20,811,253	5,767,118
Restricted cash (Trust)	1,071,289	1,318,300
Reserve Funds - Financial Assets	182,510	327,010
Reserve Funds - Other	4,159,208	4,988,985
Receivables & Other	2,535,880	2,136,618
Investment Land	1,997,982	2,398,674
Stock on hand	698,864	804,150
	31,456,986	17,740,855
CURRENT LIABILITIES		
Borrowings	6,710,066	7,138,175
Creditors prov - Annual leave & LSL	2,480,547	2,381,578
Trust Liabilities	1,011,428	1,259,559
Creditors prov & accruals	866,639	4,142,110
	11,068,680	14,921,422
NET CURRENT ASSETS	20,388,306	2,819,432
NON CURRENT ASSETS		
Receivables	46,211	46,211
Pensioners Deferred Rates	370,759	370,759
Investment Land	4,509,155	4,509,155
Property, Plant & Equip	71,872,170	71,237,891
Infrastructure Assets	184,450,783	190,555,179
Local Govt House Shares	19,501	19,501
	261,268,579	266,738,695
NON CURRENT LIABILITIES		
Borrowings	12,626,394	12,626,394
Creditors & Provisions	464,911	464,911
	13,091,305	13,091,305
NET ASSETS	268,565,580	256,466,823
EQUITY		
Accumulated Surplus	244,749,202	231,648,724
Reserves	5,041,744	6,043,465
Asset revaluation Reserve	18,774,634	18,774,634
	268,565,580	256,466,823

9. STATEMENT OF COMPREHENSIVE INCOME (BY NATURE OR TYPE) –
AS AT 31 MARCH 2012

Nature / Type	YTD Actual 2011/12	Budget-Total 2011/12	Actual 2010/11
INCOME			
Rates	25,625,462	25,619,665	24,114,001
Grants & Subsidies	2,091,149	2,710,582	3,570,141
Contributions. Reimb & Donations	289,831	349,697	1,215,224
Fees & Charges	10,348,599	13,327,249	7,660,720
Service Charges	322	0	3,741,095
Interest Earned	886,932	697,000	1,184,413
Other Revenue / Income	1,363,255	617,625	860,783
	40,605,550	43,321,818	42,346,378
EXPENDITURE			
Employee Costs	11,589,757	16,948,783	15,295,323
Utilities	1,183,766	1,319,732	1,507,429
Interest Expenses	503,920	1,042,761	1,114,199
Depreciation on non current assets	8,758,385	11,817,938	11,449,614
Contracts & materials	7,644,257	12,973,799	11,290,975
Insurance expenses	582,090	584,845	543,500
Other Expenses	1,194,472	223,994	1,665,462
	31,456,647	44,911,852	42,866,502
Change in net assets from operations	9,148,903	(1,590,034)	(520,124)
Grants and Subsidies - non-operating	2,847,104	6,770,372	9,180,800
Contributions Reimbursements and Donations - non-operating	93,653	3,148,907	1,567,374
Profit/Loss on Asset Disposals	(18,345)	(905,815)	142,634
Cash Backing of Reserves	27,444	718,230	0
Fair value - Investments adjustment			0
	12,098,759	8,141,660	10,370,684

REFER DISCLAIMER

9. PORTFOLIO VALUATION – MARKET VALUE – AS AT 31 MARCH 2012

Security	Maturity Date	Security Cost (Incl accrued interest)	Current Interest %	Market Value	Market Value	Market Value	Latest Monthly Variation
				Jan-12	Feb-12	Mar-12	
MUNICIPAL ACCOUNT							
CBA	4/11/2011	2,000,000	5.70%				
CBA	4/12/2011	1,000,000	5.66%				
CBA	6/01/2012	2,000,000	5.57%				
CBA	3/02/2012	1,000,000	5.48%	1,000,000			
CBA	5/02/2012	2,000,000	5.40%	2,000,000			
CBA	4/03/2012	1,000,000	5.23%		1,000,000		
CBA	4/03/2012	2,000,000	5.23%		2,000,000		
CBA	5/04/2012	1,000,000	5.28%			1,000,000	
CBA	5/04/2012	2,000,000	5.28%			2,000,000	
NAB	4/12/2011	2,000,000	5.53%				
NAB	3/01/2012	1,000,000	5.70%				
NAB	2/05/2012	1,000,000	6.10%	1,000,000	1,000,000	1,000,000	
NAB	2/04/2012	2,000,000	5.92%	2,000,000	2,000,000	2,000,000	
ANZ	4/01/2012	3,000,000	5.80%				
ANZ	2/04/2012	3,000,000	5.50%	3,000,000	3,000,000	3,000,000	
BENDIGO	4/11/2011	1,000,000	5.50%				
BENDIGO	6/01/2012	1,000,000	5.50%				
BENDIGO	3/02/2012	1,000,000	5.25%	1,000,000			
BENDIGO	5/03/2012	1,000,000	5.00%		1,000,000		
BENDIGO	5/04/2012	1,000,000	5.00%			1,000,000	
BANKWEST	4/01/2012	2,000,000	5.80%				
BANKWEST	5/03/2012	2,000,000	5.50%	2,000,000	2,000,000		
BANKWEST	7/05/2012	2,000,000	5.60%			2,000,000	

REFER DISCLAIMER

Security	Maturity Date	Security Cost (Incl accrued interest)	Current Interest %	Market Value Jan-12	Market Value Feb-12	Market Value Mar-12	Latest Monthly Variation
RESERVES ACCOUNT No funds currently invested				12,000,000	12,000,000	12,000,000	n/a
				0	0	0	
COMMERCIAL SECURITIES - CDOs (New York Mellon)				0	0	0	n/a
Saphir (Endeavour) AAA	4/08/2011	413,160	9.10%	0	0	0	0
Zircon (Merimbula AA)	20/06/2013	502,450	8.87%	0	0	0	0
Zircon (Coolangatta AA)	20/09/2014	1,002,060	9.12%	0	0	0	0
Beryl (AAAGlogal Bank Note)	20/09/2014	200,376	8.42%	0	0	0	0
		2,118,046		0	0	0	0
COMMERCIAL SECURITIES - CDOs - Other							
Magnolia (Flinders AA)*	20/03/2012	171,994	9.32%	144,500	144,500	0	0
Start (Blue Gum AA-)	22/06/2013	276,708	8.77%	0	0	0	0
Corsair (Kakadu AA)	20/03/2014	273,710	8.37%	68,750	68,750	68,750	0
Helium (C=Scarborough AA)	23/06/2014	602,244	8.77%	0	0	0	0
		1,324,656		213,250	213,250	68,750	0
PORTFOLIO TOTAL				12,213,250	12,213,250	12,068,750	0

* Note that this CDO matured on 20 March 2012, and the full face value of the Investment (\$170,000) has been returned to the City

10. FINANCIAL RATIOS - AS AT 31 MARCH 2012

CITY OF ALBANY FINANCIAL RATIOS		30-Jun-10	30-Jun-11	31-Mar-12	Benchmark
Liquidity Ratios					
	Current Ratio ¹	117.4%	81.3%	259.0%	>100%
	Untied Cash to trade creditors Ratio ²	51.2%	273.6%	9091.4%	>100%
Financial Position Ratio					
	Debt Ratio ³	11.3%	9.8%	8.3%	<100%
Debt Ratios					
	Debt Service Ratio ⁴	7.5%	9.0%	2.3%	<10%
	Gross Debt to Revenue Ratio ⁵	56.9%	46.7%	47.7%	<60%
	Gross Debt to Economically Realisable Assets ⁶	25.9%	22.6%	19.0%	<30%
Coverage Ratio					
	Rate Coverage Ratio ⁷	63.3%	46.0%	63.2%	>33%
Effectiveness Ratio					
	Outstanding Rates Ratio ⁸	5.4%	3.3%	6.8%	<5%

1. This ratio focuses on the liquidity position of a local government.
2. This ratio provides an indication of whether a local government has sufficient unrestricted cash to pay its trade creditors. The ratio will decline during April as a large amount of capital works projects are completed, invoiced and paid for.
3. The ratio is a measure of total liabilities to total assets or alternatively the number of times total liabilities are covered by the total assets of a local government. The lower the ratio of total liabilities to total assets, the stronger is the financial position of the local government.
4. This ratio measures a local government's ability to service debt (principal and interest) out of its available operating revenue.
5. This ratio measures a local government's ability to service debt in any given year out of total revenue.
6. This ratio provides a measure of whether a local government has sufficient realisable assets to cover its total borrowings.
7. The Coverage Ratio measures the local government's dependence on rate revenue to fund its operations. The higher the ratio, the less dependent a local government is on grants and external sources to fund its operations.
8. The Effectiveness Ratio measures the effectiveness of a local government with the collection of its rates. It would be expected to be above 5% at this time of the year, as it includes rates which are being paid by instalments, this will reduce steadily to be below the benchmark at 30 June.

STATUTORY IMPLICATIONS

12. *Section 34 of the Local Government (Financial Management) Regulations 1996 provides:*
- I. A local government is to prepare each month a statement of financial activity reporting on the source and application of funds, as set out in the annual budget under regulation 22 (1)(d), for that month in the following detail –
 - a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c);
 - b) budget estimates to the end of the month to which the statement relates;
 - c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relate
 - d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
 - e) the net current assets at the end of the month to which the statement relates.
 - II. Each statement of financial activity is to be accompanied by documents containing –
 - a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets;
 - b) an explanation of each of the material variances referred to in sub regulation (1)(d); and
 - c) such other supporting information as is considered relevant by the local government.
 - III. The information in a statement of financial activity may be shown –
 - a) according to nature and type classification;
 - b) by program; or
 - c) by business unit
 - IV. A statement of financial activity, and the accompanying documents referred to in sub regulation (2), are to be –
 - (a) presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and
 - (b) recorded in the minutes of the meeting at which it is presented.

REFER DISCLAIMER

FINANCIAL IMPLICATIONS Expenditure for the period ending 31 March 2012 has been incurred in accordance with the 2011/12 proposed budget parameters. Details of any budget variation in excess of \$100,000 (year to date) follow. There are no other known events which may result in a material non recoverable financial loss or financial loss arising from an uninsured event.

13. VARIANCES TO BUDGET IN EXCESS OF \$100,000 - AS AT 31 MARCH 2012

Account	Original Budget	Current Budget	YTD Budgets	YTD Actuals	YTD Variance	YTD Percentage Variance	Variance Ticks	Comments
CHIEF EXECUTIVE OFFICER								
182820. CEO - SALARIES	448,409	618,740	464,049	301,156	162,893	35%	✓	Major Projects salary line added during corporate restructure. Costs to date have been allocated to Works and Services, and not all positions have been filled. Subject to Q3 review.
DIRECTOR CORPORATE								
106030. INTEREST ON INVESTMENTS	(450,000)	(475,966)	(356,967)	(591,143)	234,176	66%	✓	Higher than anticipated interest rates. Adjustments to be made Q3
106640. INFORMATION TECHNOLOGY	272,860	277,860	238,959	23,487	215,472	90%	✓	Timing difference, expenditure is expected to be in line with budget at financial year end.
185030. PROCEEDS INVESTMENT LAND	0	(2,000,000)	(1,499,994)	(454,091)	(1,045,903)	-70%	✗	Cull Rd development continues to be offered for sale.
185270. CARRYING VALUE INVESTMENT LAND SOLD	0	2,446,899	1,835,172	400,692	1,434,480	78%	✓	Cull Rd development continues to be offered for sale.

REFER DISCLAIMER

Account	Original Budget	Current Budget	YTD Budgets	YTD Actuals	YTD Variance	YTD Percentage Variance	Variance Ticks	Comments
DIRECTOR DEVELOPMENT SERVICES								
136220. DEV MGT PROJECTS	70,000	150,000	112,480	5,779	106,701	95%	✓	Town Planning Scheme, Transport Model, Yakamia Structure Plan and the South Lockyer Structure Plan will be carried forward to the 2012/2013 financial year.
DIRECTOR WORKS & SERVICES								
100040. ROAD SAFETY	232,488	371,308	278,430	122,111	156,319	56%	✓	Timing issue. Total costs for the year are expected to be in line with budget.
108830. SALE OF SCRAP METAL	(200,000)	(200,000)	(149,960)	(24,386)	(125,574)	-84%	✗	Contractor has commenced pickup. Approximately \$100,000 worth of steel has been collected but funds not yet received – timing issue.
110270. CITY DESIGN - PROJECTS	245,000	245,000	183,697	9,537	174,160	95%	✓	Unspent funds to be transferred to Strategic Projects-District Water Management Strategy & Development Contribution Plan. Subject to Q3 adjustment for restructure to Office of CEO.
110920. CITY ASSETS PROJECTS	254,450	254,450	190,785	(13,151)	203,936	107%	✓	Unspent funds to be transferred to Strategic Projects-Drainage Asset Manage Plan. Subject to Q3 adjustment for restructure to Office of CEO.
118520. REFUSE-TIP MAINTENANCE	1,389,700	1,389,700	1,041,915	825,599	216,316	21%	✓	Savings made due to cancellation of Cleanaway MOU. Reduction in staff overtime with changes to staff rostering.
119530. REFUSE-INC HANRAHAN ROAD	(1,720,000)	(1,720,000)	(1,146,380)	(873,033)	(273,347)	-24%	✗	Reduced amount of waste received at landfill sites. Increase competition in the marketplace for receiving industrial waste.

REFER DISCLAIMER

Account	Original Budget	Current Budget	YTD Budgets	YTD Actuals	YTD Variance	YTD Percentage Variance	Variance Ticks	Comments
132220. ROAD MAINTENANCE	3,925,000	3,925,000	2,942,952	2,600,750	342,202	12%	✓	Expenses are currently below budget. Annual costs expected to be in line with budget.
134850. ASSET FUNDING - REGIONAL ROAD GROUP	(894,607)	(910,734)	(683,046)	(510,293)	(172,753)	-25%	✗	Balance of funding received once jobs completed. Related jobs expected to be finished before end of financial year.
135440. PASSENGER VEHICLES PURCHASE	777,101	777,101	582,825	84,296	498,529	86%	✓	Timing of plant replacement. Preparation of tender documents for vehicle replacement currently being undertaken.
135540. COMMERCIAL VEHICLES (UTES)PURCHASE	1,100,000	1,100,000	825,000	0	825,000	100%	✓	Timing of plant replacement. Preparation of tender documents for vehicle replacement currently being undertaken.
135640. MAJOR PLANT PURCHASE	1,065,000	1,065,000	798,750	120,150	678,600	85%	✓	Timing of plant replacement. Preparation of tender documents for vehicle replacement currently being undertaken.
138070. WASTE MINIMISATION CONTRACT	2,363,896	2,363,896	1,772,427	1,639,721	132,706	7%	✓	Year to date expenses are below budget. This is only a timing difference, and annual costs are expected to be in line with budget.
141150. ROAD FUNDING - OTHER	(868,000)	(907,000)	(680,250)	(172,000)	(508,250)	-75%	✗	Balance of funding received once jobs completed. Related jobs expected to be finished before end of financial year.
141250. ROAD FUNDING - TIRES	(400,000)	(400,000)	(400,000)	(160,000)	(240,000)	-60%	✗	Balance of funding received once jobs completed. Related jobs expected to be finished before end of financial year.

REFER DISCLAIMER

Account	Original Budget	Current Budget	YTD Budgets	YTD Actuals	YTD Variance	YTD Percentage Variance	Variance Ticks	Comments
141550. PASSENGER VEHICLE PROCEEDS	(625,017)	(625,017)	(468,762)	(60,909)	(407,853)	-87%	×	Timing of plant replacement. Preparation of tender documents for vehicle replacement currently being undertaken.
141650. COMMERCIAL VEHICLES PROCEEDS	(550,000)	(550,000)	(412,500)	0	(412,500)	-100%	×	Timing of plant replacement. Preparation of tender documents for vehicle replacement currently being undertaken.
141750. MAJOR PLANT PROCEEDS	(735,000)	(735,000)	(525,525)	(23,563)	(501,962)	-96%	×	Timing of plant replacement. Preparation of tender documents for vehicle replacement currently being undertaken.
144920. CITY ASSETS-SALARIES	582,146	485,261	363,942	186,926	177,016	49%	✓	Works & Services restructure - salaries being reallocated
147320. FUEL & OIL	687,186	687,186	515,247	375,114	140,133	27%	✓	Fuel price and usage not as high as budgeted. Usage likely to increase in the next quarter
147920. PLANT-ALLOCATE TO W/SERV.	(2,932,540)	(2,932,540)	(2,198,804)	(1,996,264)	(202,540)	-9%	×	This is an internal "billing" of plant and machinery used on various jobs around the City. As work is performed by Works and Services, Plant use is billed to the job. As can be seen in 132220 Road Maintenance and 149940 Asset Preservation, for example, maintenance activity has been below budget, but should be in line with budget by financial year end.

REFER DISCLAIMER

Account	Original Budget	Current Budget	YTD Budgets	YTD Actuals	YTD Variance	YTD Percentage Variance	Variance Ticks	Comments
149840. ASSET UPGRADE-REGIONAL RD	2,496,259	2,154,815	1,639,227	138,078	1,501,149	92%	✓	Year to date expenses are below budget. This is only a timing difference, and annual costs are expected to be in line with budget.
149940. ASSET PRESERVATION	3,195,730	2,943,730	2,266,115	460,502	1,805,613	80%	✓	Year to date expenses are below budget. This is only a timing difference, and annual costs are expected to be in line with budget.
150140. DRAINAGE CONSTRUCTION	1,175,070	2,386,259	1,871,363	394,670	1,476,693	79%	✓	Year to date expenses are below budget. This is only a timing difference, and annual costs are expected to be in line with budget.
151640. PATHWAY CONSTRUCTION	1,498,497	1,577,997	1,183,054	670,118	512,936	43%	✓	Year to date expenses are below budget. This is only a timing difference, and annual costs are expected to be in line with budget.
151840. PARKS & RESERVES	106,721	253,150	189,791	53,815	135,976	72%	✓	Emu Point Erosion project will be costed to Major Projects (\$70,000) in Q3 review for restructure to Office of CEO. Timing difference – all other projects will be completed before end of financial year.
152140. WASTE/TIPS PROJECTS	1,930,010	1,735,011	1,376,817	66,291	1,310,526	95%	✓	Most of the leachgate project works delayed to next financial year. Weighbridge shelter to be constructed 6-8 weeks. Some design work and minor capping/drainage work to occur before May.
Total DIRECTOR WORKS & SERVICES	14,099,090	14,734,573	11,357,110	3,914,079	7,443,031			

POLICY IMPLICATIONS

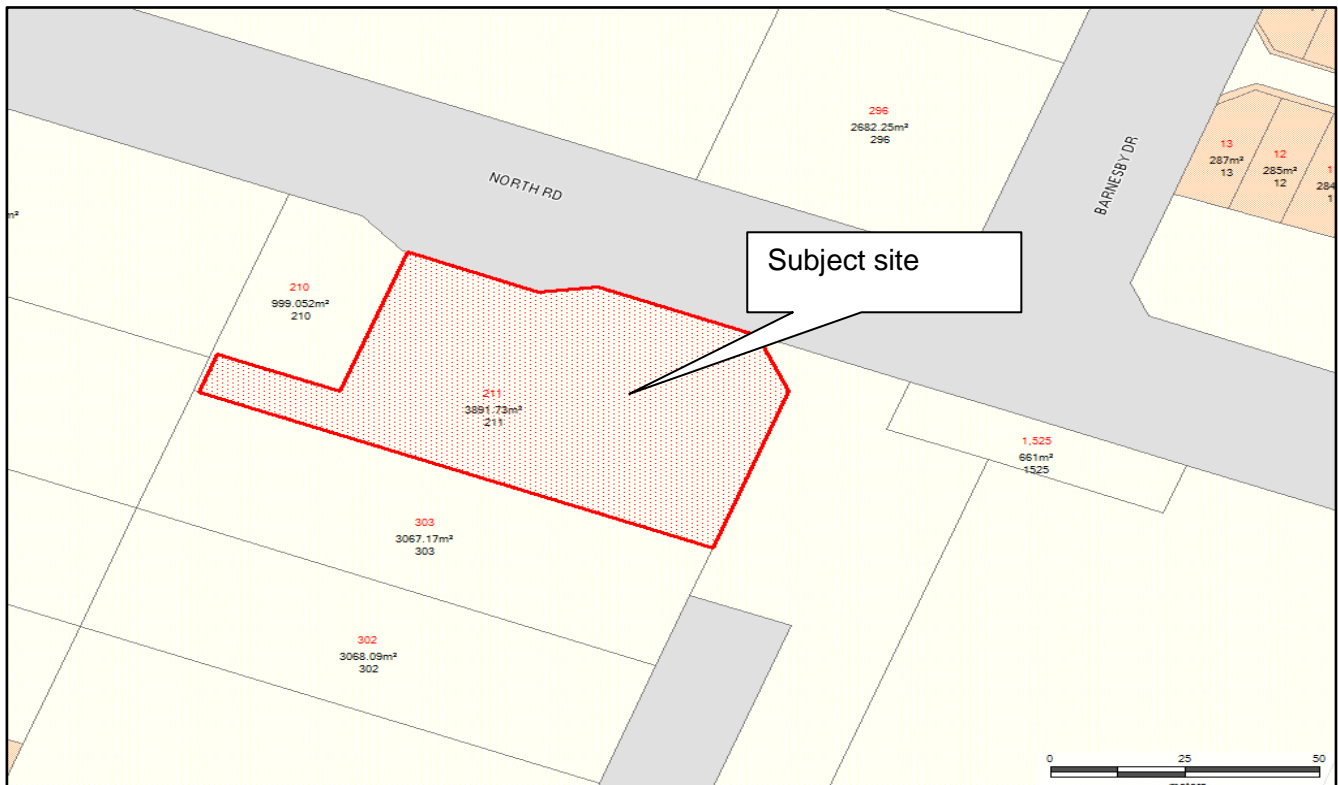
- 14. The City's 2011/12 Annual Budget provides a set of parameters that guides the City's financial practices.
- 15. The Investment of Surplus Funds Policy stipulates that the status and performance of the investment portfolio is to be reported monthly to Council.

File Number (Name of Ward)	FM.FIR.2 - All Wards
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4.3: NEW LEASE TO ALBANY HALFWAY HOUSE ASSOCIATION INC. AT LOTTERIES HOUSE

Land Description	: Lot 211 on Diagram 94113 being whole of land contained in Certificate of Title Volume 2172 Folio 740
Proponent	: Albany Halfway House Association Inc.
Owner	: City of Albany and the Lotteries Commission
Responsible Officer	: Acting Executive Director Corporate Services (P Wignall)
Maps and Diagrams	

;



IN BRIEF

- Consider a new lease to Albany Halfway House Association Inc. at Lotteries House.
- Lease term to be three years.

17/04/2012

REFER DISCLAIMER

**ITEM 4.3: RESPONSIBLE OFFICER RECOMMENDATION
VOTING REQUIREMENT: SIMPLE MAJORITY****MOVED: COUNCILLOR HOLDEN
SECONDED: COUNCILLOR DUFTY****THAT Council APPROVE the request for a new lease to Albany Halfway House Association Inc. at Lot 211 on Diagram 94113 known as Lotteries House subject to:**

- i) Lease term being three years.**
- ii) Lease area being twenty eight square metres.**
- iii) Lease purpose being office space.**
- iv) Lease rental being \$3,272.17 plus GST per annum as determined by the Lotteries House Management Committee.**
- v) Lease rent reviews being carried out annually on 1 July by the Lotteries House Management Committee.**
- vi) Any costs associated with the preparation and implementation of the lease to be payable by the proponent, Albany Halfway House Association Inc.**

CARRIED 12-0**BACKGROUND**

1. In September 1996 a Deed of Trust was entered into between the former Town of Albany and the Lotteries Commission for the management of Lotteries House, located at 211-217 North Road, Albany.
2. The Deed required a Management Committee to be formed to oversee the management of the premises.
3. The City of Albany (the Trustee) through the administration of the Management Committee is to make and keep available the property for eligible organisations defined in Section 19 of the *Lotteries Commission Act 1990* to use exclusively for accommodation for benevolent or charitable purposes.
4. At the Ordinary Council Meeting 15 May 2007, Council resolved to enter into a new lease with Albany Halfway House Inc. A lease agreement was entered into by the City of Albany and the Albany Halfway House Association Inc. on the 1 February 2007 for a period of one year, with a further one year option.
5. A further new lease agreement was entered into with the Albany Halfway House Association Inc. on the 1 February 2009 for a period of one year, with a further one year option. This agreement expired on the 31 January 2011. The Tenant has been allowed to continue occupancy at Lotteries House on a month to month tenancy.
6. The Albany Halfway House Association Inc. has approached the City and the Lotteries House Management Committee for a new lease over the area currently occupied by the Association for a further term of three years.

7. The lease submission has been considered and approved by the Lotteries House Management Committee at a meeting on the 8 February 2012.
8. The Lotteries House Management Committee sets the rents to be charged per square metre of leased area. The Committee determines the rental rate by:
 - Reviewing the rents charged by other Lotteries House Management Committees;
 - Reviewing current commercial lease rents for similar type buildings; and
 - Reviewing operational expenditure costs of the building.The new rate for rent is then adopted by the Management Committee and applied annually from 1 July.
9. Under the Deed of Trust for the building, any surplus rent generated annually is placed in trust for Lotteries House major building maintenance projects. At present there is \$38,574 in trust. An annual report, including audited financial statements is submitted to Lotterywest as per the Deed.
10. The Albany Halfway House twenty eight square metre lease area will return a rental of \$3,272.17 plus GST per annum. This is based on a rate of \$128.55 per square metre as determined by the Lotteries House Management Committee.
11. The City of Albany has ten other leases with benevolent or charitable organisations at Lotteries House.
12. Ownership of the Lotteries House building is on an undivided share basis between the Lotteries Commission and the City of Albany as Trustee.
13. The City in accordance with the Deed of Trust is responsible for structural maintenance of the entire building and the cleaning, gardening and minor maintenance of common areas. The tenants are responsible for the cleaning and minor maintenance of their individual lease areas.
14. The City in accordance with the Deed of Trust insures the buildings, plate glass and City owned fixtures, fittings and contents at a cost of \$2,199 per annum. Additionally the City is also responsible for the Public Liability insurance over the common areas. As the City's Public Liability insurance contribution is based on the whole of the City of Albany and its entire activities the individual cost to Lotteries House cannot be determined.
15. The tenants are responsible for insuring their own individual fixtures, fittings and contents and are required to hold a minimum of not less than \$10 million Public Liability Insurance. The tenant provides to the City a copy of insurance policies prior to the commencement of the lease.

DISCUSSION

16. Albany Halfway House Association Inc. is a local not for profit association providing a community based and managed service to adults diagnosed with mental illness.
17. Albany Halfway House Association Inc. work co-operatively with service users and other agencies to encourage self empowerment and determination in the development of skills that will enhance the lives of individuals through their 'Outreach Support' program.
18. Albany Halfway House Association Inc. administers the program from Lotteries House.

GOVERNMENT CONSULTATION

19. No government consultation is required.

PUBLIC CONSULTATION / ENGAGEMENT

20. Section 3.58 of the *Local Government Act 1995* requires there to be local public notice of the proposed licence inviting submissions from the public, for a period of two weeks. Any submissions are to be considered by Council and their decision with regard to those submissions, to be recorded in the minutes.
21. Section 30 of the *Local Government (Functions and General) Regulations 1996* deals with dispositions to which the advertising requirements of Section 3.58 of the Act does not apply. Section 30 (2) (b) (i & ii) states that Section 3.58 of the Act is exempt if:
 - (b) *The land is disposed of to a body, whether incorporated or not –*
 - (i) *The object of which are charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature, and*
 - (ii) *The members of which are not entitled or permitted to receive any pecuniary from the body's transactions,*
22. Albany Halfway House Association Inc. is a not for profit benevolent organisation and therefore exempt from the advertising requirements of Section 3.58 of the *Local Government Act 1995*.

STATUTORY IMPLICATIONS

23. Section 3.58 of the *Local Government Act 1995* deals with the disposal of property, including leased land buildings.
24. Under the City's Town Planning Scheme 1, the land is zoned 'Clubs and Institutions'. The proposed use for office space is in accordance with the Scheme.

STRATEGIC IMPLICATIONS & ALIGNMENT TO CORPORATE PLAN

25. This item relates to the following elements of the City of Albany Strategic Plan (2011-2021):

Key Focus Area

Community Focussed Organisation.

Community Priority

Services for Seniors and the Disabled.

Proposed Strategies

Improve accessibility to City services/facilities for seniors and people with disabilities.

POLICY IMPLICATIONS

26. Council adopted a Property Management – Leases Policy in 2008. This policy aims to ensure that all requests for leases and licences, for whatever purpose, will be treated in a fair and equitable manner using open and accountable methodology and in line with statutory procedures.
27. The recommendation is consistent with Council's Policy.

RISK IDENTIFICATION & MITIGATION

28. The risk identification and categorisation relies on the City's Risk Management Framework.

Risk	Likelihood	Consequence	Risk Analysis	Mitigation
Council does not approve a new lease – loss of operating income for Lotteries House	Unlikely	Major	Medium	Seek to negotiate terms to Council satisfaction. Collaborate closely with Albany Halfway House Association to assure them that the City will work towards mutually agreeable outcomes. Seek alternative tenant as last resort.
Council does not approve a new lease – loss of premises for Albany Halfway House Association	Unlikely	Major	Medium	Support the new lease proposal.

17/04/2012

REFER DISCLAIMER

FINANCIAL IMPLICATIONS

29. Any costs associated with the preparation and implementation of the new lease documentation will be borne by the proponent, Albany Halfway House Association Inc.
30. All rental collected is used for Lotteries House operating expenses, including a \$5,000.00 annual service fee paid to the City to cover the City's Officers time for managing the property on behalf of the Lotteries House Management Committee.
31. There is no cost to the City to operate Lotteries House other than the City Officers time and current insurance cost of \$2,199 per annum for 2011/12.
32. The new lease rental income of \$3,272.17 plus GST per annum will be directed to COA 120930 – Lotteries House Income.

ALTERNATE OPTIONS & LEGAL IMPLICATIONS

Council has the following options in relation to this item, which are:

- a. Approve the request for a new lease, or
 - b. Decline the request.
33. Should Council decline the request, Albany Halfway House Inc. will need to vacate Lotteries House and find alternative premises should they wish to continue providing the current services.
 34. The City would then advertise the vacant area and risk a loss of rental during this process that may impact negatively on the operations of Lotteries House.

SUMMARY CONCLUSION

35. In view of the community service provided by the Albany Halfway House Association Inc. to Albany and the wider community, the Association requests a new lease for three years at Lotteries House.

Consulted References	<ul style="list-style-type: none"> • Council Policy – Property Management – Leases • <i>Local Government Act 1995</i> • Lotteries House Management Committee meeting minutes of 8 February 2012 • Deed of Trust – Albany Lotteries House
File Number (Name of Ward)	PRO383 (Frederickstown Ward)
Previous Reference	OCM 15 May 2007 Item13.5.1

4.4: CONTRACT 12001 – PROVISION FOR BANKING AND BILL PAYMENT SERVICES

Proponent	: City of Albany
Owner	: City of Albany
Business Entity Name	: The Commonwealth Bank of Australia
Attachments	: Assessment of Presentations for Banking and Bill payment Services Contract: No. C12001, Provision of Banking and Bill Payment Services – Part 5 General Conditions Services Long Form
Responsible Officer(s)	: Manager Finance – (D Olde)

IN BRIEF

- The contract term for the provision of bank services expired on 15 January 2012.
- It is recommended that the Commonwealth Bank of Australia be awarded the contract.

RECOMMENDATION

**ITEM 4.4 RESPONSIBLE OFFICER RECOMMENDATION/S
VOTING REQUIREMENT: ABSOLUTE**

**MOVED: COUNCILLOR GREGSON
SECONDED: COUNCILLOR CALLEJA**

THAT Council APPROVES the award of Contract C12001 – Banking and Bill Payment Services for a period of three years, from 1 April 2012 to 31 March 2015, with the option to extend the contract for a period a further two years to 31 March 2017, to the Commonwealth Bank of Australia.

CARRIED 12- 0

BACKGROUND

1. At the Ordinary Council Meeting on 21 October 2008, Council awarded the Banking Services Contract to the Commonwealth Bank of Australia (CBA) for the period of three years, from 16 January 2009 to 15 January 2012. The City has continued using the banking services of the CBA, whilst at the same time calling for tenders for banking services.

DISCUSSION

2. The City engaged the services of Whitmore Consulting to assess tenders from four banks, being Westpac, CBA, National Bank of Australia (NAB) and Bendigo Bank, plus Australia Post. Whitmore Consulting prepared an extensive assessment, evaluating each submission. The assessment report forms an attachment to this item.
3. Andrew Whitmore, the principal of Whitmore Consulting, has twenty five years experience in transactional banking sector. He has worked for all four of the major Australian banks, plus Citigroup. The consultant was engaged to assess the tenders due to the extensive technical nature of the submissions, the ever changing nature of the banking sector, and his experience in assessing banking tenders for local governments around the country. This allowed an assessment of whether the prices offered were comparable to other local governments. CBA, Westpac and NAB have all offered very competitive pricing.

REFER DISCLAIMER

4. Each document has been assessed with the following pivotal evaluation criteria considered:

Assessment Criteria Weighting	
Criteria	Weighting
Price	30%
Product Sophistication	25%
Relationship Management	20%
Commitment to Local Community	15%
Implementation Capability	5%
Channel Migration	5%

5. Each tender response has been evaluated using the above criteria and gradings for each criteria. The grading multiplied by the weighting gives a score for each criteria. Scores for each criteria are then totalled to give an overall score for each tenderer. The table below lists the overall score for each tenderer:

Evaluation Scoring	
Participant	Overall Score
National Australia bank	355
Westpac	352.5
Commonwealth Bank of Australia	340
Bendigo Bank	185
Australia Post	170

6. The major difference in the overall score for the top three tenderers is due to the weighting and score given for Relationship Management. Whitmore Consultants assessed each tender at face value, and on that basis scored both Westpac and NAB a full point higher due to both having an Albany based relationship manager. The fact that CBA have a Perth based relationship manager has not caused any difficulty or lack of service, during the existing contract term. If CBA is given the same grade as Westpac and NAB for relationship management, the overall score of the CBA is 360, placing it at the top of the rankings.
7. On issues of pricing, CBA is rated second on this criteria by a difference of \$4,000 to the most competitive, but Whitmore Consultants estimate that the cost of transfer from one banking platform to another would be in the vicinity of \$10,000 - \$15,000 in the first year.
8. Whitmore Consulting also consider the electronic banking platforms offered by CBA to be the superior product of the choices on offer. With the electronic banking platform being used every day for the majority of transactions, by many different officers in the Finance team, the functionality of the product has a direct impact on the efficiency and effective processing of transactions within the Finance team at the City.
9. It is recommended that the CBA be reappointed as the service provider for the period of three years, from 1 April 2012 to 31 March 2015, with an option to extend the contract for a further 2 years.

CONSULTANT SUGGESTIONS

10. Through the assessment of the submission, and with further discussion, Whitmore Consultants has highlighted a number of areas that the City can address to reduce banking and bill payment costs.
11. The biggest single cost associated with banking services is the Australia Post over the counter payments made by ratepayers. The cost per transaction is \$1.93. Whitmore Consulting suggested that the City work with CBA to explore alternative payments methods, and subsequently promote those methods to ratepayers.
12. One possible additional payment method is Bpoint. Bpoint is a CBA product that allows payments to be received by phone, internet, and direct at Bpoint outlets. The City will explore this option.
13. It is also noted that CBA will continue to offer a \$2,500 cash payment incentive to ratepayers who pay their rates by the 'early payment date', with one ratepayer being drawn to receive the payment. Whitmore Consulting suggested the City works with CBA to explore further community sponsorship arrangements.

GOVERNMENT CONSULTATION

14. Nil.

PUBLIC CONSULTATION / ENGAGEMENT

15. Nil.

STATUTORY IMPLICATIONS

16. Regulation 5 of the *Local Government (Financial Management) Regulations 1996* state that:
 - a. Efficient systems and procedures are to be established by the CEO of a local government
 - i. (a) for the proper collection of all money owing to the local government;
 - ii. (b) for the safe custody and security of all money collected or held by the local government;
 - iii. (c) for the proper maintenance and security of the financial records of the local government (whether maintained in written form or by electronic or other means or process);

STRATEGIC IMPLICATIONS

17. This item relates to the following elements of the City of Albany Strategic Plan (2011-2021):

Key Focus Area

Organisational Performance

Community Priorities

Policy and Procedures

Proposed Strategies

Develop clear processes and policies and ensure consistent, transparent application across the organisation.

POLICY IMPLICATIONS

18. Council's Policy "Purchasing Policy – Tenders and Quotes" and associated procedures apply to this item.

RISK IDENTIFICATION & MITIGATION

19. The risk identification and categorisation relies on the City's Risk Management Framework.

Risk	Likelihood	Consequence	Risk Analysis	Mitigation
<i>Non compliance with contract or business failure.</i>	<i>Unlikely</i>	<i>Moderate - Financial</i>	<i>Medium</i>	<i>Risk treatment plan with strict controls and elevation to Budget and Finance Committee.</i>
<i>Officer recommendation not approved.</i>	<i>Unlikely</i>	<i>Moderate – Financial</i>	<i>Medium</i>	<i>Council approve item to provide lowest cost for banking services.</i>
<i>As above.</i>	<i>Unlikely</i>	<i>Moderate – Service Interruption</i>	<i>Medium</i>	<i>Council approve item to ensure banking service stability.</i>
<i>As above.</i>	<i>Unlikely</i>	<i>Moderate - Operations</i>	<i>Medium</i>	<i>Council approve item to ensure operational demands such as creditor and salary payments continue.</i>

FINANCIAL IMPLICATIONS

20. The cost of banking and bill payment services is not a significant amount with annual impost being under \$100,000. However, the new contract terms will see a reduction in many existing charges for banking services. The biggest single cost in banking and bill payment is Australia Post over the counter service, and no price reduction has been offered for this service. Officers will be working with CBA on a strategy to shift bill payments to cheaper channels of payment.

LEGAL IMPLICATIONS

21. Legal implications are addressed in the tender document Banking and Bill Payment Services Contract C12001 – Part 5.

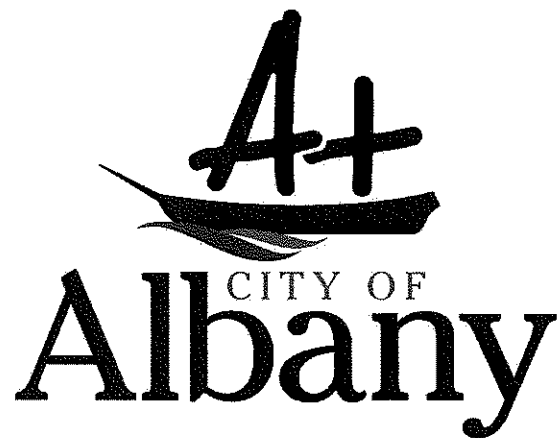
ALTERNATE OPTIONS

22. The Council may accept or reject the recommendation to award Contract C12001 – Banking and Bill Payment Services to the CBA. Moving to another banking platform would however result in significant costs in staff time.

SUMMARY CONCLUSION

23. The City of Albany enjoys a good working relationship with the CBA, and the bank continues to provide high quality, prompt and efficient service to the City, and CBA is the preferred provider.

Consulted References	:	Council Policy – Purchasing (Tenders & Quote)
File Number (Name of Ward)	:	C12001
Previous Reference	:	OCM 21/10/08 Item 12.1.3



Assessment of Presentations for
Banking and Bill Payment
Services
Contract: No. C12001

Completed by:

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1. Executive Summary

As part of the Banking Tender and Evaluation process for the City of Albany ('CoA', 'Council') Contract No. C12001, Banking and Bill Payment Services, Whitmore Consulting (WC) has been engaged to provide an independent assessment of responses received.

This assessment and subsequent recommendation has been undertaken by Andrew Whitmore, Director, on behalf of WC.

Andrew has twenty five years experience in the Transaction Banking sector of the Banking and Finance Industry, having worked at the four major domestic banks and Citigroup during that time.

1.1 Scope

Council offered four direct response documents for consideration in completing Contract C12001. These documents represent the capabilities of Bendigo Bank (BBL) Commonwealth Bank of Australia, (CBA), National Australia Bank (NAB), and Westpac Banking Corporation (WBC). A presentation document from Australia Post (Auspost) was also received, and is included in this process of analysis.

Schedule 2 of the Tender Specification document requests Tenderers provide confirmation of Conformance to the Specification. The following responses were received from respondents (in alphabetical order):

Auspost – clearly does not conform due to the limited products on offer, and has been treated as a presentation document only. Where relevant information has been included by Auspost, it is highlighted, otherwise Auspost is not mentioned.

BBL – states conformance, however due to Schedule 1 not being included does not conform.

CBA – conforms (page 14).

NAB – does not conform. Details are included on pages 18–22 of the NAB response. Impact value of the issues is “nil”.

Westpac advises conformance on page 15, however Addenda Receipt is not acknowledged technically rendering the document non-conforming.

Given impact value of “nil”, all documents regardless of conformity are included for consideration. Should Council or any sub-committee wish to exclude one of the documents due to the reason detailed above, this decision will be fully respected.



1.2 Methodology

Assessment and recommendations are made based on the specific information provided in these responses. Minimal external or additional information has been used.

Each document has been assessed with the following pivotal evaluation criteria considered:

Table 1. Evaluation Criteria

Criteria	Weighting
Price	30%
Product Sophistication	25%
Relationship Management	20%
Commitment to Local Community	15%
Implementation Capability	5%
Channel Migration	5%

1.3 Rankings and Results

Each tender response has been studied with the above criteria assessed and graded against weightings for the City of Albany. The resultant findings are included as Annexure A to this document. The scoring summary is included overleaf, as Table 2., to provide a preliminary indication of findings against each grading.

Within Annexure A, comments are intentionally brief to support the grading, with more extensive explanation included in the subsequent sections of this document.



Table 2. Overall Comparison – All Participants

Participant	Overall Score
National Australia Bank	355
Westpac	352.5
Commonwealth Bank	340
Bendigo Bank	185
Australia Post	170

1.4 Conclusions

Using the criteria listed in Section 1.2, the following sections of this report break down each of the responses focusing on the particular area of assessment – price, product sophistication etc.

Comments support the grading detailed in Annexure A and explanations are detailed by bank from most to least preferred.

The standard format for a report such as this is to detail the recommendation, followed by comments supporting that recommendation. Our preference is to provide a view on each area of the assessment, which culminates in an overall recommendation.

Section 9 contains our overall recommendation.



2. Price

Schedule 1 of the Specification document is a conforming requirement that tenderers provide pricing for high volume channels. This schedule enables a direct comparison of pricing which in turn enables WC to provide clear direction on this primary measurement criteria.

Annexure B contains the results of the analysis of responses to Schedule 1. Table 3 shows the total amounts as quoted by the tenderers to provide an indication of each banks position on pricing.

Table 3. Pricing Totals – All Participants

Participant	Price (per annum)
Westpac	\$66,248
Commonwealth Bank	\$70,166
National Australia Bank	\$74,838
Bendigo Bank	\$87,334
Australia Post	\$39,486

The first question that should be asked, is “how much cheaper are the quoted services than what Council is currently paying”.

The existing price structure from the incumbent bank (CBA) was not provided to WC, so we cannot be definitive about the exact number, suffice to say that in the current environment, the price for the supply of banking and bill payment services is reducing across all product lines.

The single biggest indicator is the rate of reduction in Merchant Service Fee. A comparison should be made on the costs prior and post the tender process which will result in a per annum saving that can be quoted.

Both CBA (\$2,500 p.a.) on page 5, and NAB (\$2,000 p.a.) on page 3 offer to support the Rate Incentive Scheme. While this amount has not been added to calculations, it should be recognised as available.



2.1 Auspost Inclusion

An adjustment to the numbers included in Annexure B is required when Auspost is factored in.

With reference to Annexure B, Council should note that the pricing for Over The Counter (OTC) at Australia Post is \$30,880 p.a. This number is included in red for CBA, Westpac and Bendigo who do not quote for the Australia Post capability.

NAB quote a price for managing the Auspost relationship which is why their numbers on the Auspost line differ within Annexure B.

NAB - \$2.14 per transaction.

This pricing is offered on the basis that the NAB wish to take over the management of the Australia Post relationship.

The WC view is that Council should retain a direct relationship with Auspost, and not look to use an aggregator such as NAB for this purpose. This position has an overall impact on the price. NAB pricing for OTC at Australia Post reverts to \$1.93 per transaction. In turn the total p.a. figures change to those detailed in Table 4.

Table 4. Pricing Totals – with Auspost

Participant	Price (per annum)
Westpac	\$66,248
Commonwealth Bank of Australia	\$70,166
National Australia Bank	\$71,478
Bendigo Bank	\$87,334

The final totals on this basis have Westpac at \$3,918 p.a. cheaper than CBA, and \$5,230 p.a. cheaper than NAB. This difference in price will require careful consideration by the CoA Finance Committee.

At this early stage, Bendigo at \$17,168 p.a. more expensive than the incumbent bank is largely discounted, however comment will be included where appropriate.

2.2 Individual Bank Pricing

While continuing to focus on price, the next sub-sections of this paper are a break-down of the individual price structures from each Bank including highlights, lowlights and page references for more detailed investigation.

The order of the Banks is from most to least preferred as with the following sections, consistent with the evaluation criteria referred to earlier and broken down in Annexure A.

Considering price in isolation, Westpac are the preferred option, in an extremely tight result. They have delivered a structure that is consistently strong across paper, electronic and card-based transactions. While they are not the cheapest in all areas, they are clearly very keen to ensure that they are seriously considered to provide banking and bill payment services to Council.

2.2.1 Westpac



Westpac have offered a highly aggressive pricing structure in their attempt to secure the CoA business.

A 0.05c per electronic transaction fee contributes to Westpac having the lowest price for electronic services. The situation is the same for card based transactions where the lowest Merchant Service Fee contributes to the cheapest card based transactions quote by \$1,493 p.a.

BPAY rates are the lowest that have been reviewed in the last 3 years, and the telephone banking quote is the cheapest on offer.

Overall, as the cheapest quote by \$3,918 p.a., Westpac have delivered an impressive pricing structure.

2.2.2 CBA



With a business the size of the City of Albany, a differential of \$3,918 p.a., is considered negligible, however in the context of a tightly contested tender process, remains significant.

The most important figure in the CBA pricing structure is a Merchant Service Fee of 0.48% which is 5 bps only, higher than the Westpac figure. These 5 bps account for almost \$1,400 of the quote difference, and in itself is an excellent rate. CBA are marginally higher on paper based and electronic services, and a charge for Express Deposit Bags is particularly hurtful to their cause.

The incumbent bank have offered a very competitive price structure for consideration.

Preferred
Most





2.2.3 NAB



NAB's response as Schedule 1 is included from page 12 of their document onwards.

NAB remain competitive on the basis that Auspost are retained as a separate relationship. Council needs to make a decision on the value of paying an extra \$4k p.a., and having NAB manage the Australia Post traffic, or retaining Auspost as a separate relationship.

On the basis that a separate relationship is retained, the NAB are more expensive on MSF which accounts for the major part of the differential. BPAY transaction costs are the other contributor, with paper based transactions quoted as the cheapest of the bidders.

Again, on the size of the business, the difference between the quotes from the three major banks is considered to be negligible, and no definitive decision can be made based on the transaction pricing alone.

2.2.4 Bendigo Bank



As already mentioned, at almost \$20k p.a., more expensive than the cheapest quote, and over \$17k p.a., more expensive than the incumbent bank, the Bendigo are out of the running from a price perspective.

The quoted monthly management fee, and the cost for card based and BPAY transactions are a long way from the market price, and out of touch with trends for pricing for local government. While this is disappointing, it's not totally unexpected, and the Bendigo has some work to do to bring themselves into a competitive range on price.

2.2.5 Auspost



Auspost have quoted the same pricing as is currently being received by CoA. This is the pricing that has been agreed with CoA in previous contract discussions.

Overall, with the three major domestic banks competing, the difference in pricing is very marginal, and at this point with price considered in isolation, any one of the three banks is acceptable. To further refine the bank offers, other weighting criteria must be considered.

Preferred
Least



3. Product Sophistication

It should be noted at the outset that the base product suite from each of the three major banks involved is very similar. For many of the services, the products may have a different name, but the functionality is exactly the same to the point that the capability can be transferred from bank to bank with no problem and no delay. This is true of items such as direct entry processing for payroll and direct crediting, and BPAY user ID's. Merchant terminals are a swap and go type arrangement, meaning that much of the dread surrounding transfer from bank to bank is more perception than reality.

Preferred
Most
↑



There are however so distinctive features particularly in the case of the CBA who aside from being the incumbent, are a standout in this area of evaluation.

CBA have a proven and excellent range of products that are anchored by their Commbiz platform. In our view, Commbiz is the sharpest electronic banking platform available. The primary difference in the services is the open architecture on which the Commbiz platform is based, meaning that as the Bank sees information loaded to CoA accounts, so does Council.

In addition, all Receivables, Payables, Account Structure and working capital products are available for the use of CoA at what we have already discussed to be a very reasonable price.

While CoA can reasonably expect these products from the two competitors it is the additional product that gives CBA the edge. Page 32 of the CBA document begins the explanation of new services to enhance the capability the bank currently provides to Council. While each of these have their place, Netlock (page 34) and Business Insights and Analytics (page 59) should be high on the list for follow-up presentations, and further investigation.

Particular note should be taken of Agency Payments (pages 75-76) where the CBA is again opening up its branch counters for acceptance of council payments over the counter.

The basis of the Banks channel migration response is their suite of Bpoint products. Bpoint is the umbrella name given to their suite of receivables products and includes telephone banking, internet and direct debit under this banner. Full detail of these products is included throughout the document, and is well worth a focus.

Other product detail as part of the response to the "Required Services" request begins on page 30, however the bank has quite rightly assumed that the finance team at CoA will be across the day to day services given the day to day use.

3. Product Sophistication (Continued)



NAB have been given the marginal nod over Westpac as the next best. As already mentioned, the difference between the product suites of the three majors is almost non-existent so effectively, all should be treated equally when it comes to the core product requirements.

Page 4 of the NAB response provides details of the NAB Transact capability, which is the equivalent of the CBA Bpoint capability in that it brings together a range of receivables options and reports these from the one source.

The file that is delivered is fully compatible with the Synergy platform at CoA. NAB get the nod just ahead of Westpac as they have gone to the extra length of including management of Australia Post transactions and integrated reporting as part of their offer.

NAB introduce a new capability for receivables processing called Allocated Payments which provides a separate BSB, Account Number and bill number matching a ratepayer's customer number or a creditor payment number. This information provides full detail of payments when processed and allows for efficient reconciliation on receipt of payments made. Allocated Payments are mentioned throughout the document with the first mention being made on page 6.

The NAB equivalent of Commbiz is called NABConnect and has the same functionality without the add-on features that come due to the Commbiz architecture piece.

Electronic Banking, Accounts Receivable and Accounts Payable are set out in detail from page 42 of their document with specific product summaries included as Attachment 2. This information should be fully digested, by the members of the finance team, to enable a full comparison of the products available from NAB.



At the risk of repeating myself for a third time, Westpac also offer an excellent product suite for local government. Westpac provide services to a range of State Governments in Australia, and many of the larger suburban councils indicating that their product suite is absolutely capable of meeting the needs of the City of Albany.

As with the other two majors, Westpac offers a single daily electronic data file for all payments received via the channels that Westpac has responsibility for. On reporting Westpac also highlight the ability to deliver same day value on these transactions to Council. See page 6 for further details.

Preferred
Most

Preferred
Least



3. Product Sophistication (Continued)



Westpac's Corporate Online electronic banking platform is exactly the same as the NABConnect platform, and as already mentioned, marginally behind the CBA offering due to the CBA architecture. It remains a quality platform, and one which would more than meet Council's needs.

In addition to the comparable services from Westpac, the most important aspects of the Westpac product solution are "Over the Counter" services from branches which puts the bank on a level pegging with CBA's Agency Payments offering and NAB's Allocated EFT service.

The other important aspect is on page 89, where Westpac offer to arrange for collection of Council deposits at a pre-determined time by a secure courier service with same day value for these deposits.

Council's Finance Committee will need to look closely at this offering as it genuinely sets Westpac apart from the other two majors who have politely declined. Page 109 of Westpac's document in the full pricing schedule notes that pricing for the direct pick-up service is a minimum of \$60 per pick-up, or \$15,600 p.a., which must be weighed up against the convenience factor.

Overall, Westpac remains a genuine contender on the capabilities of their product suite.



Bendigo offer a basic product suite for CoA to consider. While all of the channels for transactions are available, they are essentially offered by different parts of the bank with differing levels of support. While this is not necessarily a bad thing, the delivery of reconciliation information is not to the standard of the major banks, and staff at CoA would be taking a step backward on the current levels of efficiency. While Bendigo Bank are working on improving their capability in this area, no evidence of a change is included in their presentation document.



Due to the recent acquisition of Securepay, Auspost can now offer a Direct Debit capability which is consistent with the requirements of CoA. At 0.27c per item though, a brief consideration is all that's necessary, when the major Banks will be offering something under 0.10c per transaction.

The remainder of the products suite is limited to Over the Counter Transactions, Phone and Internet Banking, all of which Auspost do very well, but at premium prices.

Preferred
Most



Preferred
Least

4. Relationship Management

The value that a Local Government relationship generates to a Bank should never be underestimated, and for this reason, the quality of the relationship management teams devoted to these connections is naturally strong. Each of the banks score an excellent on the measurement of this evaluation criteria which is evidence of strength of the teams

Preferred
Most



NAB have introduced the principal members of the relationship management team within the Executive Summary of their document on page 2, however the extensive team including detail of history and current location is included in Schedule 4 on page 25 of the NAB document.

Importantly the lead relationship team members are based at their Business Banking Centre in Albany with support from the NAB Government Team (specialising in transaction banking) based in Perth. Local branch contacts are detailed on page 44, and Attachment 6 contains details of help desk support and availability.

NAB offer an appropriate mix of local, state and telephone based support which is the detail required under this weighting criteria.



Westpac also begin their presentation on relationship management within the Executive Summary on page 6 with the lead manager for the relationship based at the Commercial Banking Centre in Albany. Further details are included in Schedule 4 on page 17, which explains that similar to NAB, support from a transaction banking perspective is based in Perth. Extensive detail of staff which includes the local branch relationship manager is included on pages 46-47.

One added differentiator is the inclusion of a Training and Education Consultant responsible for face to face training should Westpac be successful, which is a nice touch.



We have graded CBA a weighting point lower than NAB and Westpac, which is perhaps rather harsh given that the CBA is the incumbent bank.

It is necessary in this process to consider the documents on face value, and any prior knowledge of the health of the relationship needs to be struck out which is the approach taken.

On this basis, the lead relationship team is based in Perth as opposed to the two other Banks who elect to lead the relationship locally. Page 16 of the CBA document lists the three primary staff responsible for the relationship, and a full section of information on the relationship management team and approach is included from page 119. Local branch staff are also detailed in this section.

4. Relationship Management (Cont.)



One final comment on the CBA relationship management team, is that the CBA Government Banking Group is included in a table on page 136 of their document, which includes help desk contact points.



The Bendigo include one page of relationship management team details on page 11 of their initial document. The page consists of names and telephone numbers for local branch staff, and contacts for financial markets (located in Perth), merchant operations and e-Banking which are both located in Victoria.

There is not enough information here to provide any comfort that the Bendigo is equipped to manage the requirements of CoA on a regular basis.








Auspost do not include any information on their relationship management team in their presentation document.

↓
Preferred
Least

5. Commitment to the City of Albany Community

The initial point of comparison (Table 5 below) details the points of representation within the City of Albany for the purposes of accessibility by Council and its customers.

Table 5. Points of Representation

					
Branches/ Agencies	1	1	1	1	
Auspost Agencies	4	4	4	4	4
Total Rep. Points	5	5	5	5	4

It should be a strategy of the Banking provider and the City to focus on reducing the amount of paper processed to meet the City's day to day transactional requirements.

Throughout Western Australia, all Councils are at differing percentages of paper vs. electronic transactions processed. It is recognised that a percentage of the population will continue to prefer paper based alternatives for transacting, and it is this reason that the points of representation remain important.

As each of the Banks has one branch within the City boundary, any margin to be gained by a higher degree of representation is non-existent in this case. The fact that all of the banks will accept payments over the counter at their branches means that at five points of access the City of Albany is reasonably well served.

To differentiate the Banks, we will now look at the other aspects of community commitment that the banks have detailed in their presentation documents.

5. Community Commitment (Cont.)

It is deemed important that in addition to the level of representation and accessibility, those bidders for this contract should demonstrate their commitment to the local community through sponsorships, grants, and other means. As a service provider to the City of Albany it is important to be visible and supportive of the community. Overall, activity in this area is traditionally fairly weak, and it is incumbent on Council to be approaching the Banks regardless of which one is awarded the contract.

Preferred
Most



We have given the Bendigo Bank the benefit of the doubt in this instance and wish to make clear that the level of community support the Bendigo provides is not immediately evident in their tender document.

WC is fully aware of the Bendigo Bank model based on local shareholding, and extensive contributions to the local community. While these are not detailed in the tender document, we are aware that they exist, and we wish to highlight the strong benefit this delivers to local communities.



While incumbent status with Council is not the only determinant, we look to the incumbent bank to have a higher level of activity than the competitors for the business. The approach to grading this area is that the CBA needs to explain that higher level of activity to achieve the same rating as Westpac and NAB.

CBA begin their coverage of community commitment on page 122 of their document, which while lacking specifics, contains a breadth of services offered to the community which is very good.

The explanation then takes a wider view, and looks at other programs that the CoA community can access, in particular grants for schools and education. While we will never state that the bank is doing "enough", CBA have shown that they are active in the community, and have justified their position as next most preferred in this aspect of the evaluation. The Rates Incentive Scheme also deserves a mention here, included on page 124.



NAB's coverage of their community commitment begins on page 7 of their document with details of a solid level of activity. Specific initiatives are listed at the end of page 7 and an additional level of detail on the NAB @ Work offering to Council staff is included as Attachment 8 to the document.

The existing effort is good, but in our view there needs to be more detail of specific activity within the City to stay with the CBA in this area.

Cont....



5. Community Commitment (Cont.)



Westpac coverage of community commitment begins on page 7 of their document with a range of local partnerships detailed.

It is an impressive range of activity, and includes “past and present” relationships which doesn’t help to identify what is currently happening.

Attachment F on page 130 introduces the Staff Benefits Scheme which is worth a quick read.



Australia Post do not go into any detail other than to provide the 4 Australia Post branches and sub-branches. While it is outside our purview, a small amount of assistance in one form or another could be helpful to the community. One can only ask.



Preferred
Least

6. Implementation Capability

It is our view that should the transfer of business to a new supplier be seriously considered, one of the critical factors that CoA would be looking to draw confidence from, is the level of attention paid to the implementation process.

It comes as a continual surprise that the quality of responses lack detail to support their excellent product suites. To achieve a high evaluation grading, the Bank must ensure the following three aspects are covered:

- Project Management principles – or the structure of the implementation programme.
- A detailed timeframe (or Gantt Chart) that will set out the process from a timing perspective.
- Information on who will be completing the implementation, where they are based, and roles they will play.

The responses received by CoA were a mix of this information and would generally be regarded as reasonable attempts to set out their implementation capabilities. Each of the major Banks scored a “good” rating on this measure for differing reasons.

Preferred
Most



Our preference is the NAB who begin their explanation in the Executive Summary with general words on their approach (page 6). The body of the NAB implementation process is included in Schedule 11 beginning on page 36 which sets out the principles, and then steps through the process in some detail including staff responsible for the process.

Attachment 7 in the NAB Attachments document includes a Gantt Chart that is poorly produced , but would be clarified if the opportunity arose.



Westpac have included basically the same level of detail as NAB, and have included comment on the first page of the Executive Summary suggesting how seriously the process is taken. Schedule 11 on page 26 has four pages of information on how Westpac would proceed with the process which are heavily library based. As mentioned in the Relationship Management section, Westpac do go that extra step and offer a training consultant to assist with the transition process.

6. Implementation Capability (Cont.)



CBA (as the incumbent bank) often find it difficult to strike an appropriate position on implementation, as the natural stance is that they are already in place, so what needs to be implemented?

The CBA response (refer page 125) and Appendix B concerns itself with the implementation of the Bpoint suite of services. This is a logical position to take, as all other required services look to be in place already. The Gantt Chart at page 129 sets out the steps involved in implementing Bpoint which again contains some logical thought, however requires further tailoring.

Overall CBA have done nothing wrong with their explanation, it's more that they are restricted by the content required to be covered.



The Bendigo Bank effort included on page 17 is far too general, and not close to a logical process to be followed when implementing transaction banking services. The effort gives rise to more concerns about the ability of Bendigo Bank to understand the scope let alone handle it professionally.



While it is acknowledged that the Auspost document is more for presentation purposes, they have addressed the issue of implementation on page 8. This is a very minor effort, and actually states that there is no requirement to implement services.

Perhaps we should advise the Auspost representatives that there is a new direct debit service available, and a new iphone application also available that could be presented, with details of the ease of implementation included.



Preferred
Least



7. Channel Migration

In our view, CoA is to be applauded for highlighting the issue of Channel Migration and giving it a weighting as part of the Evaluation Process.

Banks have been guilty of providing responses to tender initiatives in the past that are far too library based, and contain little original thought. Including a new criteria which we hope will be mirrored by other Councils forces the Banks to be creative, or at the very least "think" about the responses they are providing.

Having said that, our view is that the responses from the Banks is generally weak, and regardless of which bank CoA elects to support Council through a new contract period, more work will be required to deliver a solid channel migration initiative.

Preferred
Most



To be clear, a successful Channel Migration focus will result in a reduction in the percentage of paper based (expensive) transactions, and an increase in the percentage of electronic and card based transactions which are cheaper more efficient alternatives.

An example of a successful migration is shifting a customer from sending a cheque in the mail to using BPAY.

An example of an unsuccessful migration is shifting a customer from paying over the counter at Auspost to paying over the counter at the bank/branch.

The traditional response from the banks is "here is a range of newly developed products which we will install Good luck!



CBA deliver a reasonably solid response although more work is required. Coverage is included on page 127 of the CBA document with an explanation of a payments consulting service offered to CoA to work on the process which is a positive start.

The information (while well meaning) is too broad and will not give Council a concept that they can drive any material change. The advantage that CBA has is their incumbent status, meaning that they are in a position to drive a strategy with CoA that will be beneficial to all WA councils that bank with CBA in the end.



NAB are also across the fact that CoA is looking for a strategic partner, and assistance with channel migration initiatives. NAB is inviting the Council Finance Team to an initial scoping session to discuss overall aims and introduce products to assist with the process.

7. Channel Migration (Cont.)



NAB are particularly vocal about their Allocated Payments product, and the reason that they are placed marginally behind CBA is that we are not sold on the fact that this product should be the core of a channel migration strategy. Attachment 3 of the NAB document is the basis of the channel migration information.

There is some focus on Direct Debit, but as already mentioned, it is not simply a case of throwing products out there. The real challenge is “how” will the CoA customer base be encouraged to use an electronic form of payment over a traditional paper based one? This particular question is not addressed.



Westpac have scored poorly on this weighted criteria in that they have interpreted the issue of channel migration to mean a focus on improving the Accounts Payable process which misses the intent completely.

In addition, a “Virtual Payment Card” as the core offering is inappropriate when the vast majority of Councils are struggling to manage their corporate card portfolio’s where actual cards exist.

To have a material impact on the method of payment of accounts receivable to Council, Westpac will need to produce much more specific information tailored directly to CoA’s requirements.

Neither Bendigo Bank or Auspost have anything to offer here.



Preferred
Least



8. Quality of Response

Please note that this section of the WC report, details our view on the quality of submissions from a personal and subjective perspective. At WC, we believe that the quality of the presentation directly reflects the attention given to the initiative, which in turn directly influences the quality of the relationship.

This is normally a busy section of the report where WC has the opportunity to point out glaring errors in structure, grammar, spelling, and formatting.

Preferred
Most



As the incumbent bank, the CBA have the difficult task of delivering a response that has the right mix of product and relationship information but guarding against providing a “laundry list of library inserts that suggest they know nothing of the existing relationship.

Apart from superfluous recognition comments, an incorrect logo on page 85, and incorrect information on page 119, the document has achieved what we assess to be the criteria for an incumbent bank. We have listed the quality aspects as follows:

- ✓ Document does not provide extensive detail of products already in place;
- ✓ Focuses on new product to enhance the relationship;
- ✓ Provides continuation of relationship management;
- ✓ Recognised the incumbent status.






The CBA document is a quality response, and deserves to be rated highly.

As has come to be expected, NAB have delivered a thoroughly professional and extensive response that includes all services that CoA would require. NAB documents are easily identifiable by their size and the print quality.



The NAB document is high on quality and content and the stand-out of the competitor responses on the professionalism front.

Westpac have not recognised the Receipt of an Addendum during the production process (page 16,) which appears to be the only concern with the quality of the document. At 131 pages, it is the shortest of the serious contenders

No comment offered on the response quality from  Bendigo Bank or  DPOST Indigo Bank or  Austral Bank

9. Overall Recommendation

Whitmore Consulting is engaged by the City of Albany to provide a recommendation on preferred banking supplier for the term of the next contract. Using the methodology and scoring system detailed in Section 1 of this document, a preferred supplier should become evident.

We have reproduced Table 2 of this document showing the ranking results from assessing the evaluation criteria.

Table 2. Overall Comparison – All Participants

Participant	Overall Score
National Australia Bank	355
Westpac	352.5
Commonwealth Bank	340
Bendigo Bank	185
Australia Post	170

Before providing our recommendation, the following points should be understood which will impact on the next steps to be taken by the Finance Committee:

1. That WC was engaged to provide a report and recommendation on preferred supplier of banking services, meaning that to deliver on this undertaking a choice will have to be made.
2. That information used in reaching this conclusion is primarily sourced from the presentation documents received.
3. That the view of WC should be only one of the contributions to the decision to be made by Council.
4. WC has no prior knowledge of the health of the CBA relationship, and has not made any assumptions that would necessarily influence the final recommendation.

9. Overall Recommendation (Cont.)

On the strength of the analysis included in this report, we recommend that CoA award Contract no. C12001 to the Commonwealth Bank of Australia, and their services be retained for the next contract period.

CBA have presented a solid case to retain the business, and we will work through each particular aspect of strength and weakness to justify our recommendation.



Regardless of the other criteria which are highlighted as equally important in the assessment of a tender, the fact remains that the first question asked is about price. While we have detailed that Westpac is \$3,918 p.a. cheaper on price across the high volume channels, we also assess the cost of transfer from one bank to another to be in the vicinity of \$10k - \$15k in the first year.

CBA have offered some aggressive new pricing to CoA and those items that should be compared to the existing pricing currently paid are MSF, BPAY costs, and Direct Entry (electronic) transactions.

In summation on price, we recommend that CoA do a quick calculation on the above items, and closely consider whether a change of bank for the sake of an additional \$4k p.a. is justified. We don't believe that it is.

From a product perspective, CBA continues to offer a premier product suite, which they are looking to build on with CoA over the contract term. We recommend that these products be established, and the introduction of the Bpoint range of products be seriously considered.

Continuation of the relationship with the CBA team, we assume to be business as usual, however we recommend that a formal initiative be broached on the issue of channel migration where the CBA response was weak. It is a key strategic initiative, and the CBA needs to be dragged to a point of revelation on how important it is to Council. The payment consulting offering should be taken up, but only on the basis that there is no cost associated.

CBA should be encouraged to further participate in activity and infrastructure development under the guise of community commitment over the term of the contract, and it is incumbent on the CoA Finance Team to ensure that CBA is participating where it possibly can.

Channel migration remains the one sensitive point, and CoA is encouraged to use the ideas contained in all submissions for the contract to benefit Council's initiative.

Overall a very professional response from CBA.



9. Overall Recommendation (Cont.)

9.1 Australia Post



The Australia Post relationship will also be retained, by virtue of the 16,000+ customers who use their outlets for payment of Council generated bills. It is disappointing to see the price quote and should harden your resolve to assist Council with the migration of customers away from this alternative.

The benefits in price are substantial should CoA be successful in influencing receivables to cheaper more reconciliation efficient channels.

9.2 Comment on unsuccessful participants

The majority of information in this report is devoted to explaining who is better than their competitors and why, and we don't intend to re-word that same information in this section.

An overall comment is therefore included for feedback purposes when the enquiry comes as to why their bid was unsuccessful.



Westpac submitted an interesting and aggressive response with two stand-out features:

1. It was the cheapest quote for volume services by \$3,918 p.a.
2. It offered a direct pick-up service from Council offices on a daily basis.

Should these two items be of significance, then Council may indeed decide in favour of Westpac. Bear in mind that the cost of direct pick-up is over \$15,000 per year, which makes the solution much more expensive.

Westpac were strong in all areas apart from Channel Migration where the focus was on payables when it should have been on receivables.



The NAB document is a highly professional pitch and contains all of the right information. At the end of the day, the price was more expensive than the incumbent bank, and there seemed to be less new and innovative services offered.

Across the competitive bids, product suites are very similar, as are the commitments to managing the relationship.

In the end it came down to price, and there was not enough difference in the prices quoted to prompt CoA to make a change. In essence there was no difference in the price across any of the contract periods.



10. Specific Pricing Comparison

OTC Deposits by Council

CBA	\$0.20c per item
NAB	\$0.90c per item
WBC	\$0.70c per item
BBL	Part of Management Fee

Council Cheques

Written

CBA	\$0.20c per item
NAB	\$0.25c per item
WBC	\$0.16c per item
BBL	Part of Management Fee

Cheques Received by Council

CBA	\$0.20c per item
NAB	\$0.25c per item
WBC	\$0.16c per item
BBL	Part of Management Fee

Overdraft (if required)

CBA	9.89%	No additional costs
NAB	9.31%	No additional costs
WBC	Not quoted	Fees apply
BBL	Part of the Management Fee	



10. Specific Pricing Comparison (cont.)

Payroll Costs

NAB	6,500 trans p.a. @ 0.088c per item = \$572
CBA	6,500 trans p.a. @ 0.077c per item = \$500
WBC	6,500 trans p.a. @ 0.055c per item = \$357
BBL	6,500 trans p.a. @ 0.165c per item = \$1,072

Creditor Payment Costs

NAB	15,000 trans p.a. @ 0.088c per item = \$1,320
CBA	15,000 trans p.a. @ 0.077c per item = \$1,155
WBC	15,000 trans p.a. @ 0.055c per item = \$825
BBL	15,000 trans p.a. @ 0.165c per item = \$2,475

BPay Transaction Costs

NAB	11,500 trans p.a. @0.66c per item = \$7,590
CBA	11,500 trans p.a. @0.66c per item = \$7,590
WBC	11,500 trans p.a. @0.44c per item = \$5,060
BBL	11,500 trans p.a. @0.80c per item = \$9,200

BPay Merchant Service Fee

NAB	\$500k p.a. @ 0.363% = \$1,815
CBA	\$500k p.a. @ 0.440% = \$2,200
WBC	\$500k p.a. @ 0.341% = \$1,705
BBL	\$500k p.a. @ 0.800% = \$4,000



10. Specific Pricing Comparison (cont.)

Merchant Service Fee

NAB	0.53%	on \$3.4m value = \$18,020 p.a.
CBA	0.48%	on \$3.4m value = \$16,320 p.a.
WBC	0.43%	on \$3.4m value = \$14,620 p.a.
BBL	0.75%	on \$3.4m value = \$25,500 p.a.

EFTPos Monthly Rental Fixed

NAB	\$19.90 per terminal	at 10 terminals = \$2,388 p.a.
CBA	\$16.50 per terminal	at 10 terminals = \$1,980 p.a.
WBC	\$19.80 per terminal	at 10 terminals = \$2,376 p.a.
BBL	\$19.00 per terminal	at 10 terminals = \$2,280 p.a.

OTC @ Australia Post

NAB	\$2.14	\$34,240 p.a.
CBA	\$1.93 (per Auspost offer)	\$30,880 p.a.
WBC	\$1.93 (per Auspost offer)	\$30,880 p.a.
BBL	\$1.93 (per Auspost offer)	\$30,880 p.a.

Corporate Card Overall Costs

NAB	\$288 p.a.
CBA	\$120 p.a.
WBC	\$135 p.a.
BBL	\$144 p.a.



11. Way Forward

11.1 Suggested Follow-up Questions

As mentioned previously in this document, it is the view of WC that CBA have delivered the best proposal for managing the banking and bill payment services for the City of Albany.

At WC, we subscribe to the view that a necessary next step is the submission of questions to each of the banking participants who would reasonably make the short list, looking for clarification and pricing review. This process is normally detailed in Section 2.18 of the Bank Specification document.

The process has the ability to refine the pricing and product on offer, and enable a final decision to be made based on the best possible price and capability of those participants.

We are available to formulate a range of questions designed to bring out the best from the Banks, should it be acceptable by Council to do so.

As Council has, and will always own the process, we are in your hands as to whether this negotiation step is allowed to occur.

Should Council wish to revert to the Banks for clarification, please let us know and we will create a range of questions that can be delivered electronically to those banks shortlisted.



12. Next Steps

12.1 Tender Process

In the lead-up to the Evaluation Committee recommendation to the Council or CEO on preferred Supplier of Banking Services, Andrew Whitmore is available for further discussion and clarification of any aspect of the documents and this report.

Should additional developments impact the view of the Evaluation Committee in any way, we can factor these developments into this assessment as required.

On the basis that recommendations are endorsed, notification to successful and unsuccessful bidders should be completed as soon as practicable.

12.2 Implementation Process

In the view of WC, the process of transfer to a new provider, or delivery of additional services from the existing provider, should reasonably be expected over an eight to ten week period, and a timeline created by the bank to meet this expectation.

Whitmore Consulting will be pleased to assist with Project Management support regardless of the decision made on preferred provider. Andrew Whitmore is available to manage the project to a successful outcome if required.

In the specific case of retention of the CBA, focus is suggested on the strategy to migrate customers from more expensive to cheaper more efficient channels of payment. We can assist with this process should Council see a need to have the process and initiatives co-ordinated between the bank and Council.



ANNEXURE A

PARTICIPANT RANKINGS



Tenderer: Commonwealth Bank of Australia

City of Albany Contract No. C12001 Banking and Bill Payment Services

Attributes	Weighting %	Grading	W x G	Comment
1. Price – based on calculations across high volume channels	30	3.5	105	Very Good overall pricing, paper and electronic transactions are mid-range, MSF second cheapest, Debit Card on high side. OTC left to Auspost. BPay is mid-range, no real highlights, but very competitive.
2. Product sophistication – ability to meet Council processing requirements, security levels and data import specifications	25	4	100	An excellent product suite that includes all products required by Council, apart from the offer to manage the Australia Post relationship. New product focus is impressive.
3. Level of Relationship Management Support-team applied, use of help desks	20	3	60	Proven team of highly experienced bankers who currently manage Albany relationship. Well structured however Perth based. Brief mention of local relationship only.
4. Commitment to the Local Community – not limited to branch representation.	15	3	45	Rates incentive a big plus, and a solid level of detail offered on state initiatives available. Lacks some detail of initiatives applicable specifically to Albany.
5. Ability to Implement (if required) – over an 8 week timeframe.	5	3	15	Focuses on the introduction of Bpoint services, logical as the incumbent. A little light on, but acceptable response.
6. Channel Migration – drive a migration strategy to more efficient payment channels	5	3	15	A reasonably solid attempt at focusing on shifting customers to more efficient channels. Much more focus is required in this area.
Total Score	100	19.5	340	

The grading is scored as shown below:

Excellent	4	Good	3
Average	2	Poor	1
Unacceptable	0		



Tenderer: National Australia Bank

City of Albany Contract No. C12001 Banking and Bill Payment Services

Attributes	Weighting %	Grading	W x G	Comment
1. Price – based on calculations across high volume channels	30	3.5	105	Very good pricing, without being outstanding. Discount the AusPost offer, pricing is equivalent to CBA. Competitive price structure throughout. On the high side for MSF but BPay mid range, and BPay MSF very good.
2. Product sophistication – ability to meet Council processing requirements, security levels and data import specifications	25	4	100	Very good product suite, highly geared to meet the requirements of Council. Discuss extensively the ability to deliver an integrated file of receipts into operating platform and offers to manage the Auspost relationship.
3. Level of Relationship Management Support-team applied, use of help desks	20	4	80	Focus on Local Government in recent years has enabled a strong team to be developed. Lead by business banking in Albany, supported by transaction expertise from Perth.
4. Commitment to the Local Community – not limited to branch representation.	15	3	45	Perhaps a little light on for breadth of support, but schools program and Auskick very strong. Equivalent to the best offered by competitors.
5. Ability to Implement (if required) – over an 8 week timeframe.	5	3	15	Three aspects of process, timing and staff responsible covered well. NAB deliver confidence that they could meet the requirements of a smooth implementation.
6. Channel Migration – drive a migration strategy to more efficient payment channels	5	2	10	NAB's channel migration process is shifting from one paper based channel to another paper based channel at a cheaper price. This is not the answer.
Total Score	100	19.5	355	

The grading is scored as shown below:

Excellent	4	Good	3
Average	2	Poor	1
Unacceptable	0		



Tenderer: Westpac Banking Corporation

City of Albany Contract No. C12001 Banking and Bill Payment Services

Attributes	Weighting %	Grading	W x G	Comment
1. Price – based on calculations across high volume channels	30	4	120	Very aggressive pricing, with some outstanding numbers, such as electronic and card based transactions. Direct debit is unusually high. New market rate set for BPay which has large volumes.
2. Product sophistication – ability to meet Council processing requirements, security levels and data import specifications	25	3.5	87.5	Very good product suite, highly geared to meet the requirements of Council. Discuss extensively same day value capabilities and offer all services required by Council to function efficiently from a banking perspective.
3. Level of Relationship Management Support- team applied, use of help desks	20	4	80	Similar to NAB, lead by Commercial Manager based in Albany, with specialist product support from Perth. This is deemed to be an ideal structure.
4. Commitment to the Local Community – not limited to branch representation.	15	3	45	Westpac appear to be active in the local community through the information provided on pages 8-9. Detail of further state and national based initiatives would have assisted here.
5. Ability to Implement (if required) – over an 8 week timeframe.	5	3	15	Heavily library based response but extensive in its coverage. Westpac include a training staff member which works well.
6. Channel Migration – drive a migration strategy to more efficient payment channels	5	1	5	Focuses on payables which misses the boat completely on this aspect. Further focus would be required in this area is Westpac is successful.
Total Score	100	18.5	352.5	

The grading is scored as shown below:

Excellent	4	Good	3
Average	2	Poor	1
Unacceptable	0		



Tenderer: Bendigo Bank

City of Albany Contract No. C12001 Banking and Bill Payment Services

Attributes	Weighting %	Grading	W x G	Comment
1. Price – based on calculations across high volume channels	30	1	30	Monthly management fee very expensive and electronic transactions also high. MSF well out of market competitiveness. Pricing is badly out of touch with market.
2. Product sophistication – ability to meet Council processing requirements, security levels and data import specifications	25	2	50	Bendigo Bank provide the basic services required for Council to process receivables and payables transactions. More extensive detail of reconciliation capabilities is required before strong endorsement is delivered.
3. Level of Relationship Management Support-team applied, use of help desks	20	2	40	Relationship team are local branch staff which is consistent with BB model. Transaction banking support based in Victoria which is not ideal. Other Perth based staff noted.
4. Commitment to the Local Community – not limited to branch representation.	15	4	60	While not extensively detailed here, it is part of the Bendigo Bank model to contribute to the community through participation and sponsorships. Bendigo is impressive in this area.
5. Ability to Implement (if required) – over an 8 week timeframe.	5	1	5	Bendigo has recognised an implementation requirement however there is nowhere near enough information to demonstrate an understanding of the challenge.
6. Channel Migration – drive a migration strategy to more efficient payment channels	5	0	0	Bendigo is a very long way from addressing strategies to influence customer payment methods.
Total Score	100	10	185	

The grading is scored as shown below:

Excellent	4	Good	3
Average	2	Poor	1
Unacceptable	0		



Tenderer: Australia Post

City of Albany Contract No. C12001 Banking and Bill Payment Services

Attributes	Weighting %	Grading	W x G	Comment
1. Price – based on calculations across high volume channels	30	2	60	An increase in recent quotes highlights the high cost of transactions from Auspost in all areas.
2. Product sophistication – ability to meet Council processing requirements, security levels and data import specifications	25	3	75	For the service provided, Australia Post manage their product range competently. It is currently meeting Council needs. Details of new direct debit capabilities are not included in this document.
3. Level of Relationship Management Support-team applied, use of help desks	20	0	0	No details provided as this document is treated as a brief presentation only. Focus is on product capability as contract is already in place..
4. Commitment to the Local Community – not limited to branch representation.	15	2	30	Branch representation is included here and on the strength of four offices within the City of Albany, a score is earned. Auspost do not contribute in any other way.
5. Ability to Implement (if required) – over an 8 week timeframe.	5	1	5	Essentially not covered at all, but as products are already in place, scored a 1. Any additional products to be established would require more extensive information.
6. Channel Migration – drive a migration strategy to more efficient payment channels	5	0	0	Limited by product availability, New product by its nature will influence customers, but this will not be a conscious initiative from Auspost, just an organic progression.
Total Score	100	8	170	











The grading is scored as shown below:

Excellent	4	Good	3
Average	2	Poor	1
Unacceptable	0		



City of Albany Contract No. C12001 Banking and Bill Payment Services

Overall Comparison of Participants

Criteria/Bank					
Price	3.5	4	3.5	1	2
Product	4	3.5	4	2	3
Relationship Management	3	4	4	2	0
Community Commitment	3	3	3	4	2
Implementation Capability	3	3	3	1	1
Channel Migration	3	1	2	0	0
Pure Score	19.5	18.5	19.5	10	8
					
Weighting X Grading (Total Score)	340	352.5	355	185	170

The grading is scored as shown below:






Excellent	4	Good	3
Average	2	Poor	1
Unacceptable	0		








ANNEXURE B

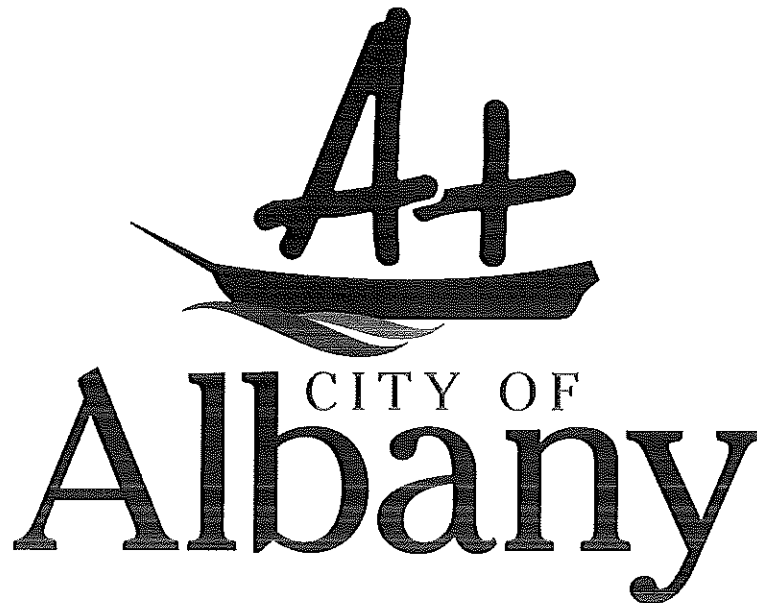
OVERALL PRICING COMPARISON

City of Albany Overall Pricing Comparison

Item	Description of Services	Est. Transaction Level p. a.					
Bank Accounts/Paper Based Transactions							
1	Account Keeping Fee	6	390	-	-	-	-
2	Cheque payments by Council	686	137	171	110	-	-
3	Deposits over the counter	79	16	71	55	-	-
4	Cheques per deposit over the counter	500	100	125	80	-	-
5	Express Deposits - deposits	1,244	249	498	871	-	-
6	Express Deposits - cheques	5,741	1,148	1,435	919	-	-
7	Stop Payment of Council chqs	1	10	5	12	-	-
8	Bank Cheques	10	54	80	90	-	-
9	Trace Enquiries	10	250	-	350	-	-
10	Voucher Production	10	20	10	160	-	-
11	Cash Handling Fee	N/A	-	-	-	-	-
12	Periodical Payments	10	18	1	20	-	-
13	International Payments	1	13	15	20	-	-
14	Agency Deposit Books	1	-	5	5	-	-
15	Supply of Express Deposit Bags	1,200	1,080	-	-	-	-
16	Monthly Management Fee	12				6,000	
			3,485	2,416	2,692	6,000	-
Electronic Based Transactions/Payroll							
17	Payroll per f/n	250	500	572	357	1,072	-
18	Creditor Payments - (EFT)	15,000	1,155	1,320	825	2,475	-
19	Periodic Maintenance Fee	12	-	-	-	-	-
20	Direct Debit Payments	0	-	-	-	-	-
21	Sundry Direct Credit Payments to Council	2,700	243	135	135	445	-
22	Rate Payments via Direct Credit	0	-	-	-	-	-
23	RTGS Payments	10	105	120	120	16	-
24	Daily download of Bank Statements	261	-	-	-	-	-
25	Rejected transactions	15	-	-	-	-	-
			2,003	2,147	1,437	4,008	-
	Total Page 1		5,488	4,563	4,129	10,008	-

City of Albany Overall Pricing Comparison

Item	Description of Services	Est. Transaction Level p.a.					
Overdraft Facilities							
26	Overdraft Establishment Fee		-	-	-	-	
27	Line Fee/Maintenance Fee		-	-	-	-	
28	Annual Maintenance Fee		-	-	-	-	
29	Interest rate as at 12/12/11		9.89%	9.31% NQuoted		10.39%	
30	Bank Guarantees	N/R	0.5%	1.650%	0.75%	2.00%	
31	Bank Audit Certificates	6	360	420	420	420	-
			360	420	420	420	-
Corporate Card Programmes							
32	Corporate Cards Per Card fee	3	120	288	135	144	-
33	Statements Production	3	-	-	-	-	-
			120	288	135	144	-
Credit Cards/EftPOS							
34	Terminal Rental - Fixed	10	1,980	2,388	2,376	2,280	-
35	Terminal Rental - Mobile	-	-	-	-	-	-
36	MSFCredCard on \$3.4m value	40,000	16,320	18,020	14,926	25,500	-
37	Transaction Cost - Debit Card	13,000	1,950	1,950	1,950	1,300	-
38	BPAY Merchant Service Fee		2,200	1,815	1,705	4,000	
			22,450	24,173	20,957	33,080	-
Bill Payment Collection Services							
39	OTC - Council	N/A	-	-	-	-	-
40	OTC - Australia Post	16,000	30,880	34,240	30,880	30,880	30,880
41	OTC - Bank	-	-	-	-	-	-
42	Lockbox	N/A	-	-	-	-	-
43	Bpay	11,500	7,590	7,590	5,060	9,200	-
44	IVR	8,000	2,560	2,640	2,200	2,200	7,440
45	Internet	1,200	120	240	330	120	1,166
46	Direct Debit	7,772	598	684	2,137	1,282	-
47	Rejected Transmissions	N/A	-	-	-	-	-
			41,748	45,394	40,607	43,682	39,486
	Total Page 2		64,678	70,275	62,119	77,326	39,486
	Grand Total		70,166	74,838	66,248	87,334	39,486



**PROVISION OF BANKING AND BILL PAYMENT
SERVICES**

**PART 5
GENERAL CONDITIONS
SERVICES LONG FORM**

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1. INTRODUCTORY ISSUES

1.1 Definitions

In this Contract, the following terms have the meanings indicated, unless inconsistent with the context:

the Affected Party has the meaning ascribed to it by sub-clause 6.6.3.

the Annexure means the Annexure to these Services General Conditions – Long Form.

the Commencement Date means the date specified as such in the Annexure.

Confidential Information means all information and materials, in any form, not lawfully in the public domain, in the possession of or under the control of the Contractor or to which the Contractor gains access at any time (including the period preceding the execution of this Contract):

1.1.1 concerning the Council, its business, systems, customers, ratepayers, residents, properties, assets and affairs;

1.1.2 concerning the terms and subject matter of this Contract; or

1.1.3 which the Council nominates in writing to be confidential.

this Contract means the contract evidenced by the Contract Documents.

the Contract Documents means the documents specified as such in the Annexure.

Contract Material means all material in any form at all that is, pursuant to this Contract, produced by or provided to the Contractor (including material provided by or to an employee, agent or sub-contractor of the Contractor).

the Contract Term has the meaning ascribed to it by sub-clause 2.2.1.

the Contractor means the party specified as such in the Annexure.

the Contractor's Representative has the meaning ascribed to it by sub-clause 2.5.1.1.

the Council means the party specified as such in the Annexure.

Council Information means any database or records created by or for the Council in connection with the subject-matter of this Contract.

the Council Mark means the name and each and every trademark (whether registered or not) of, or used by, the Council from time to time during the Contract Term.

Force Majeure Event means the occurrence of:

- 1.1.4 war, armed conflict or an act of terrorism;
- 1.1.5 nuclear, chemical or biological contamination unless the source or cause of the contamination is the result of actions of the Contractor; or
- 1.1.6 pressure waves caused by devices travelling at supersonic speeds

which directly causes either party to be unable to comply with all or a material part of its obligations under this Contract.

Good Industry Practice means the exercise of that degree of skill, diligence, prudence, foresight and operating practice which would reasonably and ordinarily be expected from a skilled and experienced person (engaged in the same type of undertaking as that of the Contractor) or any sub-contractor under the same or similar circumstances.

Information Privacy Principles means the Freedom of Information Act (1992) under the *Commonwealth Privacy Act 1988*.

the Initial Contract Term means the period specified as such in the Annexure.

Municipal District means the municipal district of the Council.

the New Contractor has the meaning ascribed to it by sub-clause 12.1.

Normal Contact Hours has the meaning ascribed to it by sub-clause 2.5.1.4.

OH&S means occupational health and safety.

the OH&S Management System has the meaning ascribed to it by sub-clause 8.3.

Option Terms means the terms specified as such in the Annexure.

Personal Information means information or an opinion (including information or an opinion forming part of a database) that is recorded in any form and whether true or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Party's Representative means:

- 1.1.7 the Supervisor in respect of the Council; and
- 1.1.8 the Contractor's Representative in respect of the Contractor.

the Professional Indemnity Policy has the meaning ascribed to it by sub-clause 9.3.

Public Holiday means a public holiday, within the meaning of the *Public and Bank Holidays Act 1972 (WA)*, applying in the Municipal District.

the Public Liability Policy has the meaning ascribed to it by sub-clause 9.2.1.

the Services means -

- 1.1.9 the performance of work;
- 1.1.10 the supply of materials; and
- 1.1.11 all other things required to be done -

under this Contract by the Contractor, as indicated in the Contract Documents, and includes any matters reasonably to be inferred from the Contract Documents or trade usage or Good Industry Practice.

subsidiary has the meaning ascribed to it by the *Corporations (Western Australia) Act 1990*.

the Supervisor means -

- 1.1.12 the person appointed to, or anyone acting in, the position nominated as the Supervisor in the Annexure, or if the position nominated or its title changes, the person appointed to or anyone acting in the equivalent new or renamed position; or
- 1.1.13 any other person nominated in writing by the Council -

and includes any person:

- 1.1.14 to whom powers, duties or functions have been delegated by a person referred to in sub-clause 1.1.12 or 1.1.13;
- 1.1.15 the authority of whom the Contractor has been notified; and
- 1.1.16 in respect of whom no notice of the revocation of his or her authority has been given to the Contractor by Council or by a person referred to in sub-clause 1.1.12 or 1.1.13.

1.2 Construction of Terms

In this Contract, unless inconsistent with the context:

- 1.2.1 headings and underlinings are for convenience only and do not affect interpretation;
- 1.2.2 words expressed in the singular include the plural and vice versa;
- 1.2.3 a reference to a gender includes a reference to each other gender;
- 1.2.4 where a term is assigned a particular meaning, other grammatical forms of that term have a corresponding meaning;
- 1.2.5 a reference to a person includes a reference to a firm, corporation or other corporate body and vice versa;

- 1.2.6 a reference to any Act, regulation, proclamation, planning scheme, local law or by-law includes all Acts, regulations, proclamations, planning schemes, local laws or by-laws amending, consolidating or replacing same;
- 1.2.7 a reference to an Act includes all regulations, proclamations, planning schemes, local laws and by-laws made under that Act;
- 1.2.8 a reference to a party in a document includes that party and its successors, permitted assigns, receivers, receivers and managers, liquidators, administrators and legal personal representatives;
- 1.2.9 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;
- 1.2.10 a reference to 'includes', 'include' and 'including' is to be read as if followed by '(without limitation)';
- 1.2.11 if there is any cost associated with an obligation created by or in relation to this Contract and this Contract is silent or unclear as to which party is to bear that cost, then the cost is to be borne by the Contractor. In addition, the cost of meeting any obligation imposed on the Contractor by this Contract is to be borne by the Contractor unless this Contract expressly provides otherwise; and
- 1.2.12 where there is an obligation placed on the Contractor to comply with legislation that, but for this Contract, would not apply to the Contractor but that legislation does apply to the Council, then the Contractor must comply with those obligations as though it were the Council.

1.3 Interpretation

1.3.1 Contract Interpretation

No rule of contract interpretation must be applied in the interpretation of this Contract to the disadvantage of one party on the basis that it prepared or put forward any document comprising part of this Contract.

1.3.2 Amendments

This Contract may be amended only by a written instrument duly executed by the parties.

1.3.3 Precedence

Should the Contract Documents contain any discrepancy or inconsistency, then, for the purpose of removing the discrepancy or resolving the inconsistency, the Contract Documents must take precedence in the order in which they are listed in the Annexure.

If the discrepancy is not removed or the inconsistency is not resolved by this method, the Supervisor must make a determination removing the discrepancy or resolving the inconsistency.

No determination by the Supervisor under this sub-clause must be construed as giving rise to a variation under sub-clause 5.1.

1.3.4 Severance

If a provision, or part of a provision, in this Contract is held to be illegal, invalid, void, voidable or unenforceable, that provision, or part of a provision, must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

If it is not possible to read down a provision, or part of a provision, as required in this sub-clause 1.3.4, that provision, or part of a provision, is severable without affecting the validity or enforceability of the remainder of this Contract.

1.3.5 Whole Understanding

This Contract constitutes the whole understanding between the parties and embodies all terms and conditions under which the Services are to be performed by the Contractor. All previous negotiations and understandings between the parties on this subject matter shall cease to have effect from the date of this Contract.

1.3.6 Governing Law

The law of the State of Western Australia governs this Contract and any legal proceedings or arbitration under this Contract. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia and of the Commonwealth of Australia.

1.3.7 Counting of Days

Where under any provision of this Contract, any notice is to be given, any payment is to be made or anything else must be done:

1.3.7.1 in a stated period of days, the stated number of days will exclude Saturdays, Sundays and Public Holidays. Any period of days is deemed to be consecutive if interrupted only by days which are not to be taken into account under this sub-clause 1.3.7.1; and

1.3.7.2 on a Saturday, Sunday or Public Holiday, the notice may be given, the payment made or anything else done on the next day which is not a Saturday, Sunday or Public Holiday.

1.3.8 Counterparts

This Contract may be executed in any number of counterparts, all of which taken together constitute one (1) instrument.

1.3.9 Currency

In this Contract, a reference to '\$' or 'dollars' is a reference to Australian dollars.

1.3.10 Survival of Rights and Obligations

The rights and obligations of the parties under sub-clauses 2.1.6, 2.6, 2.8, 2.9, 2.13, 4.2, 4.3, 6.2, 6.3, 6.5.2 and 7.1.3, clause 8, sub-clauses, 10.1.2, 11.1.2, 11.1.4.2 and clauses 12 and 13 shall survive the termination or expiry of this Contract.

1.4 Relationship between the Parties

1.4.1 No Partnership

Nothing in this Contract shall operate or be deemed to create a partnership between any of the parties to this Contract.

1.4.2 Several and Joint Liability

If the Contractor consists of two (2) or more parties, this Contract binds each of them severally and jointly.

1.4.3 Agency

The Contractor must not:

1.4.3.1 hold itself out as being an agent of the Council or being in any other way entitled to make any contract on behalf of the Council or to bind the Council to the performance, variation, release or discharge of any obligation; or

1.4.3.2 hold out its employees, sub-contractors or agents, or allow its employees, sub-contractors or agents to hold themselves out, as being employees or agents of the Council.

1.4.4 No Restriction of the Council's Powers

This Contract does not fetter or restrict the powers or discretions of the Council in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Services, the Contractor or the Municipal District.

1.4.5 Contractor to Examine Information

The Contractor is deemed to have examined all information and to have made all enquiries relevant to its obligations under this Contract and to be aware of all risks, contingencies, costs,

difficulties and other circumstances in any way connected with the performance of its obligations under this Contract.

1.4.6 No Waiver

No -

1.4.6.1 time or other indulgence granted by the Council to the Contractor;

1.4.6.2 variation of the terms and conditions of this Contract;
or

1.4.6.3 judgment or order obtained by the Contractor against the Council -

will in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Contract.

1.4.7 The Supervisor

The Supervisor must exercise any powers or functions conferred, and perform any duties imposed, on the Supervisor under sub-clauses 1.3.3, 2.1.6, 4.3, 5.3, 6.3.3, 6.5.2, 8.7 and 10.1.2 reasonably and independently of the parties. Except as expressly provided in this sub-clause 1.4.7 or elsewhere in this Contract, the Supervisor may exercise any other powers conferred, and perform any other duties imposed or functions conferred, on the Supervisor in the Council's interests.

1.4.8 No Exclusivity

Nothing in this Contract affects the Council's right to:

1.4.8.1 itself; or

1.4.8.2 engage a third party to

perform services which are similar to the Services.

1.5 Notices

1.5.1 Method of Giving Notices

A notice required or permitted to be given by one party to another under this Contract must be in writing, legible and in the English language, be addressed to the party to receive it, and:

1.5.1.1 handed to that Party's Representative;

1.5.1.2 delivered to that party's address;

1.5.1.3 sent by pre-paid mail to that party's address; or

1.5.1.4 transmitted by facsimile to that party's facsimile number.

1.5.2 Time of Receipt

A notice given to a party in accordance with sub-clause 1.5.1 must be treated as having been duly given and received:

- 1.5.2.1 if handed to the Party's Representative, immediately;
- 1.5.2.2 if delivered to a party's address, on the day of delivery;
- 1.5.2.3 if sent by pre-paid mail, on the third day after posting;
or
- 1.5.2.4 if transmitted by facsimile to a party's facsimile number and a correct and complete transmission report is received, on the day of transmission.

1.5.3 Addresses and Facsimile Numbers of Parties

For the purposes of sub-clauses 1.5.1 and 1.5.2, the address or facsimile number of a party is the address or facsimile number stated in the Annexure unless notice of another address or facsimile number has been given to the other party.

2. THE SERVICES

2.1 Work to be Performed

2.1.1 The Contractor's Obligation

The Contractor must perform the Services during the Contract Term in accordance with the Contract Documents.

2.1.2 Warranty and Representation

The Contractor warrants, represents and undertakes to the Council that it will perform the Services in accordance with:

- 2.1.2.1 the terms of this Contract; and
- 2.1.2.2 Good Industry Practice.

2.1.3 The Contractor's Representations and Council Reliance

To the extent to which the Contractor's tender, proposal or quotation included a representation as to:

- 2.1.3.1 the capacity and capabilities of the Contractor to perform the Services; or
- 2.1.3.2 the skills and experience of the Contractor's staff and sub-contractors

then the Contractor must ensure that the Services are performed in accordance with such representations. The Contractor acknowledges that the Council will have relied upon any such

representations in engaging the Contractor to perform the Services.

2.1.4 Notice of Default

If the Contractor fails to meet any of its obligations under sub-clause 2.1.1 or 2.1.2 for any reason, the Supervisor may, without limiting any other power of the Supervisor or the Council under this Contract or otherwise, give notice to the Contractor to remedy the default. Any notice given by the Supervisor under this sub-clause 2.1.4 may specify a time within which the default must be remedied.

2.1.5 Remedying of Default

If the Contractor fails to remedy a default in accordance with a notice issued by the Supervisor under sub-clause 2.1.4, the Supervisor may arrange for the default to be remedied by others.

2.1.6 Cost of Remedying Default

Any costs or charges incurred by the Council in the remedying of a default under sub-clause 2.1.5, as determined by the Supervisor, must be paid on demand by the Contractor to the Council or may be deducted either from any moneys due or becoming due to the Contractor under this Contract or from the Performance Security, at the option of the Council.

2.1.7 Better Performance

The Supervisor may give such directions for the better performance of this Contract as the Supervisor considers appropriate. The Contractor must give effect to such directions as if they constituted express terms of this Contract, provided, however, that any directions giving rise to variations must be given under sub-clause 5.1.

2.2 Contract Term

2.2.1 Extent of Contract Term

The Contract Term is the Initial Contract Term and any period for which the operation of the Contract is extended under sub-clause 2.2.2.

2.2.2 Extension of Contract – the Council's Options

The Council may, at its option, extend the operation of this Contract beyond the Initial Contract Term for the period of the Option Terms. If the Council intends to exercise any of its options to extend the operation of this Contract then it must give the Contractor written notice of its intention to do so at least that period prior to the expiration of the Initial Contract Term or the next Option Term (if any), as the case may be, set out in the Annexure.

2.2.3 Extension of Contract – Modified Terms

Any extension of this Contract is on the same terms and conditions as the Initial Contract Term, except that after Council has exercised each option there will only be left such number of options as, when combined with each option exercised, equals the total of the Option Terms.

2.3 Fees

The Contractor must pay all fees, charges and costs incurred in its performance of the Services, except as expressly stated otherwise in this Contract.

2.4 Reports

The Contractor must provide the Supervisor with written reports on any aspect of the Services if requested to do so by the Supervisor in writing.

2.5 The Contractor's Representative

2.5.1 Appointment of Representative

The Contractor must:

2.5.1.1 appoint a competent person to be responsible for the day to day performance of the Services and the supervision of all persons employed or engaged in carrying out the Services (Contractor's Representative);

2.5.1.2 notify the Supervisor of the name of the Contractor's Representative prior to the Commencement Date;

2.5.1.3 notify the Supervisor immediately should a new Contractor's Representative be appointed; and

2.5.1.4 ensure that the Contractor's Representative is available and able to be contacted by the Supervisor during the hours specified in the Annexure (Normal Contact Hours).

2.5.2 Address and Telephone Numbers

The Contractor must:

2.5.2.1 prior to the Commencement Date, provide the Supervisor with:

2.5.2.1.1 the address and telephone number of the Contractor's Representative during Normal Contact Hours; and

2.5.2.1.2 a telephone number on which the Contractor's Representative may generally

be contacted **outside Normal Contact Hours; and**

2.5.2.2 notify the Supervisor immediately of any change of address or telephone number of the Contractor's Representative.

2.5.3 Directions to Representative

Any direction, instruction, notice, determination, approval or other communication given to the Contractor's Representative is deemed to have been given to the Contractor.

2.5.4 Knowledge of Representative

Any matter within the knowledge of the Contractor's Representative is deemed to be within the knowledge of the Contractor.

2.6 The Media

The Contractor must:

2.6.1 not either itself or through its employees, agents or sub-contractors make any statement to the media on behalf of the Council or in relation to the performance of the Services;

2.6.2 refer all enquiries from the media relating to the performance of the Services to the Supervisor; and

2.6.3 notify the Supervisor immediately of any event arising in the course of performing the Services which may receive media attention.

2.7 Conflicts of Interest

2.7.1 The Contractor must immediately make a full disclosure in writing to the Council of the existence, nature and extent of any actual or potential conflict of interest that the Contractor, or any of its employees, agents or sub-contractors, may have between the Contractor's obligations under this Contract and the interest of:

2.7.1.1 the Contractor, its employees, agents or sub-contractors;

2.7.1.2 an associate of the Contractor, its employees, agents or sub-contractors;

2.7.1.3 a company in which the Contractor, its employees, agents or sub-contractors are involved, whether as an officer, shareholder, employee or otherwise; or

2.7.1.4 any other person with whom or which the Contractor or its employees, agents or sub-contractors have a

financial or business association, whether directly or indirectly.

2.7.2 If the Contractor fails to comply with its obligations under sub-clause 2.7.1, the Council may immediately terminate this Contract. If this Contract is terminated under this sub-clause 2.7.2, sub-clauses 6.2 and 6.3 will operate, to the extent that they are applicable, as if the termination had been made by the Council under sub-clause 6.1.1.

2.7.3 Contractor Warranty

The Contractor warrants that it:

2.7.3.1 does not hold any office or possess any property;

2.7.3.2 is not engaged in any business, trade or calling; and

2.7.3.3 does not have any obligations by virtue of any contract

whereby, directly or indirectly, duties or interests are or might be created in conflict with, or might appear to be created in conflict with, its duties and interests under this Contract.

2.7.4 Ongoing Obligation

The Contractor must immediately make a full disclosure in writing to the Council of the existence, nature and extent of any actual or potential conflict of interest that the Contractor, or any of its employees, agents or sub-contractors, may have between the Contractor's obligations under this Contract and the interests of:

2.7.4.1 the Contractor, its employees, agents or sub-contractors;

2.7.4.2 an associate of the Contractor, its employees, agents or sub-contractors;

2.7.4.3 a company in which the Contractor, its employees, agents or sub-contractors are involved, whether as an officer, shareholder, employee or otherwise; or

2.7.4.4 any other person with whom or which the Contractor or its employees, agents or sub-contractors have a financial or business association, whether directly or indirectly.

2.7.5 Breach of Ongoing Obligation

If the Contractor fails to comply with its obligations under sub-clause 2.1, the Council may immediately terminate this Contract. If this Contract is terminated under this sub-clause 2.7.5, sub-clauses 6.2 and 6.3 will operate, to the extent that they are applicable, as if the termination had been made by the Council under sub-clause 6.1.1.

2.8 Use of the Council's Name or Logo

The Contractor must not use a Council Mark without the prior written consent of the Supervisor, which may be given subject to such conditions as the Supervisor considers appropriate.

2.9 Confidentiality

2.9.1 The Contractor must:

2.9.1.1 keep confidential; and

2.9.1.2 not use or reproduce in any form

the Confidential Information without the written consent of the Supervisor, or as required by law.

2.9.2 If disclosure of any of the Confidential Information is required by law then the Contractor must notify the Supervisor either prior to such disclosure or otherwise at the first available opportunity after such disclosure of its obligation to make such disclosure or of the actual disclosure, as the case may be.

2.9.3 Immediately upon receipt of the Supervisor's written request to do so, the Contractor must:

2.9.3.1 deliver to the Council all Confidential Information in its possession that is capable of being delivered; and

2.9.3.2 delete, erase, or otherwise destroy all Confidential Information contained in computer memory, magnetic, optical, laser, electronic, or other media in its possession or control **which is not capable of delivery to the Council.**

2.10 Intellectual Property

2.10.1 Subject to this sub-clause 2.10, the property and copyright in all Contract Material will vest in the Council. The Contractor must ensure that any person, including employees, agents and sub-contractors, engaged by it in the provision of the Services agrees to assign to the Council all the property and copyright in the Contract Material.

2.10.2 Subject to this sub-clause 2.10, the Contractor acknowledges that the Council has the property and copyright in any discoveries, inventions, patents, designs or other rights arising out of or in performance of this Contract.

2.10.3 Notwithstanding sub-clauses 2.10.1 and 2.10.2, nothing in this Contract affects or in any way alters the Contractor's ownership of or rights to any pre-existing intellectual property specified in the Annexure.

- 2.10.4 Except to the extent that the Contract Material contains the Contractor's rights arising from sub-clause 2.10.3, the Contractor will not use, reproduce or publish, other than for the Council, the Contract Material, without the prior written consent of the Supervisor.
- 2.10.5 The Contractor, in performing the Services, must use its best endeavours not to breach the intellectual property rights of any third party.
- 2.10.6 If the Contractor is using any pre-existing or third party intellectual property in the performance of its obligations under this Contract, and the existence of such rights affects or limits the benefit which the Council derives from the performance of the Contractor's obligations under this Contract, then the Contractor:
- 2.10.6.1 grants the Council, without further condition, an irrevocable, non-exclusive, global, fee and royalty free licence to use for the purposes of this Contract the Contractor's intellectual property used in relation to this Contract as the Council deems necessary to enable it to derive the full benefit the Council reasonably expected from the Contract; and
- 2.10.6.2 must, at its cost, obtain for the Council from any third party whose intellectual property the Contractor is using in connection with this Contract a licence in equivalent terms to the form of licence stipulated in sub-clause 2.10.6.1.
- 2.10.7 Nothing in sub-clause 2.10.6.1 or sub-clause 2.10.6.2 entitles the Council to sublicense or assign in any manner or form any licence granted to the Council pursuant to those clauses, unless such right to sublicense or assign is reasonably necessary to enable the Council to derive the full benefit the Council reasonably expected from this Contract.

2.11 Maintenance of and Access to Council Information

2.11.1 Application of Clause

This sub-clause 2.11 applies if, in this Contract, provision is made for the Contractor to have access to Council Information.

2.11.1.1 Council Information System

The Contractor must:

- 2.11.1.1.1 maintain the existing Council Information in an accurate and up-to-date condition;
- 2.11.1.1.2 not change the form or structure of the Council Information without the prior written consent of the Council; and

2.11.1.1.3 provide the Council with access to the Council Information in a form (whether electronic or otherwise) required by the Council, upon demand, on the termination or expiry of the Contract or as otherwise agreed from time to time.

2.11.1.2 The property in the existing Council Information is and will remain property of the Council.

2.11.1.3 The property in additions to or modifications of the Council Information by the Contractor vests in the Council.

2.11.2 Protection of Information

The Contractor must protect the Council Information from harm, including, but not limited to:

2.11.2.1 preventing unauthorised update;

2.11.2.2 employing appropriate back-up and recovery processes (of which the detail of the back-up regime, the off-site storage environment and the security and documentation of the back-up process must be approved in advance by the Supervisor);

2.11.2.3 minimising the risk of accidental damage, including the introduction of errors; and

2.11.2.4 returning all of the Council Information to the Council at the end of the Contract Term in a form or forms (whether electronic and/or otherwise), format and reasonable time specified by the Council. The return of the Council Information under this sub-clause 2.11.2.4 must be done in a manner that reasonably facilitates the ongoing use of the Council Information by Council or the New Contractor of the Services in the ongoing delivery of the Services after the end of this Contract.

2.11.3 Inspection of the Council Information

2.11.3.1 The Contractor must:

2.11.3.1.1 allow any person authorised by the Council to inspect and verify from time to time during the ordinary business hours of the Contractor all or any part of the Council Information and the Contractor must give any assistance necessary for the carrying out of such an inspection and verification and permit the taking of copies of any information or related documents or data; and

2.11.3.1.2 enable any person authorised by the Council to review the contents of the Council Information and the processes for using and maintaining the Council Information.

2.11.3.2 For the purposes of sub-clause 2.11.3.1.2, review of the contents of the Council Information may include access to and analysis of:

2.11.3.2.1 manual records;

2.11.3.2.2 databases;

2.11.3.2.3 application programs; and

2.11.3.2.4 back-up processes and documentation.

2.11.3.3 For the purposes of sub-clause 2.11.3.1.2, review of the processes for using and maintaining the Council Information includes observation testing and the conduct of interviews regarding processes and standards for:

2.11.3.3.1 granting and revoking access to data and application;

2.11.3.3.2 password usage;

2.11.3.3.3 data entry, including audit trails; and

2.11.3.3.4 analysis and correction of data errors.

2.12 Information Privacy

2.12.1 The Contractor must, in respect of Personal Information held in connection with this Contract:

2.12.1.1 comply with the Information Privacy Principles with respect to any act done, or practice engaged in, by the Contractor, its employees and agents including, without limitation, using Personal Information only for the purposes of fulfilling the Contractor's obligations under this Contract and not disclosing Personal Information without the Supervisor's written authority except for the purpose of fulfilling the Contractor's obligations under this Contract;

2.12.1.2 immediately notify the Supervisor where it becomes aware of a breach of sub-clause 2.13.1.1 by the Contractor, its employees or agents; and

2.12.1.3 indemnify and keep indemnified and hold harmless the Council and its Councillors and all members of Council staff against any liability incurred or loss or damage

suffered by the Council or its Councillors or members of staff arising out of or in connection with a breach of sub-clause 2.13.1.1 by the Contractor, its employees or agents.

2.12.2 If, during the Contract Term, the Council gives notice to the Contractor that it proposes to audit, either directly or through its auditors, the Contractor's information handling practices, the Contractor must provide all reasonable assistance to the party conducting such an audit.

2.13 Audit and Inspection

2.13.1 The Contractor will, at its own cost, co-operate fully and in a timely manner with any auditor (whether internal or external) of the Council or any government inspection agency who wishes to audit the Contractor's performance of its obligations under this Contract. The Contractor will not be required to participate in any such audit initiated by the Council more frequently than twice in any year during the Contract Term unless the Council agrees to pay the Contractor's reasonable costs incurred in relation to any third or subsequent audit. Nothing in this sub-clause will, however, require the Council to pay any costs incurred by the Contractor in relation to any audit which:

2.13.1.1 is required by law; or

2.13.1.2 arises from an irregularity detected by or on behalf of the Council which would cause any prudent person to conduct a further audit.

2.13.2 Except as mentioned in sub-clause 2.14.1, the Contractor will provide to any auditor described in sub-clause 2.14.1 all information (including any documents relating to the performance of the Services) and staff to which such auditor requires access in discharging the auditor's responsibilities under the audit. For the avoidance of doubt, the obligations of the Contractor extend to:

2.13.2.1 ensuring that any members of its staff, any sub-contractor and any staff of any sub-contractor attend any interview reasonably required by the auditor;

2.13.2.2 supplying copies to the auditor of all documents to which access has been provided to the auditor; and

2.13.2.3 providing such assistance and access as the auditor may reasonably require.

2.13.3 Nothing in this sub-clause entitles the Council or any auditor (whether internal or external) engaged by it to have access to or obtain originals of any documents unrelated to the performance of the Services.

2.13.4 To facilitate the Council's monitoring of the Contractor's performance of the Services, the Contractor agrees that an agent

of the Council may, at any time, enter upon any property used by the Contractor to perform the Services under this Contract, and there inspect or observe the performance of the Services and monitor compliance by the Contractor of its obligations under this Contract.

2.13.5 If the Council exercises the right conferred by sub-clause 2.14, it must ensure that:

2.13.5.1 any disruption caused to the Contractor and the performance of the Services is minimised;

2.13.5.2 its agent at all times complies with any OH&S requirements reasonably imposed by the Contractor; and

2.13.5.3 if its agent has caused any material damage to any property belonging to the Contractor then all reasonable costs directly caused by such damage are paid to the Contractor.

3. STATUTORY AND AWARD OBLIGATIONS

3.1 Statutory Requirements

The Contractor must -

3.1.1 obey; and

3.1.2 ensure that its employees, sub-contractors and agents obey -

any Acts, regulations, local laws and by-laws in any way applicable to the performance of the Services or this Contract.

3.2 Awards and Agreements

Without limiting its obligations under sub-clause 3.1, the Contractor must:

3.2.1 comply with the terms of any relevant Commonwealth and State awards in respect of its employees;

3.2.2 comply with any applicable certified agreement or Australian workplace agreement; and

3.2.3 ensure that any agents and sub-contractors of the Contractor also comply with the obligations imposed by sub-clauses 3.2.1 and 3.2.2.

4. PAYMENTS

4.1 Payment

If the Contractor complies with its obligations under this Contract, the Council must make the payment or payments specified in the Annexure on the basis stated in the Annexure, provided that the Council is not required

to make any payment to the Contractor in respect of any of the Services which are not performed or are not performed in accordance with this Contract.

4.2 Certification of Payments

Prior to receiving every payment under this Contract, the Contractor must certify to the Supervisor that it has:

- 4.2.1 paid all wages and allowances owing to any of its employees;
- 4.2.2 paid all amounts due to any party to which it has sub-contracted any of its rights and obligations under this Contract; and
- 4.2.3 made any payments that it is required to make in respect of the Contractor's Plant.

The Supervisor may require that any such certification by the Contractor is confirmed by a statutory declaration to the same effect by a person authorised to make such a declaration on the Contractor's behalf prior to the making of any payment to the Contractor under this Contract.

4.3 The Council Power to Pay Employees and Sub-Contractor

If the Supervisor is of the opinion that -

- 4.3.1 any wages or allowances due to the Contractor's employees are unpaid; or
- 4.3.2 the Contractor has failed to pay any amounts due to any party to which it has sub-contracted any of its rights and obligations under this Contact -

the Council may:

- 4.3.3 deduct such amounts as appear to be due to the Contractor's employees or sub-contractors; and
- 4.3.4 withhold the moneys until it has been provided with evidence to the satisfaction of the Supervisor that all wages and allowances due to the Contractor's employees or amounts due to the Contractor's sub-contractors have been paid. The Supervisor must give notice to the Contractor of the withholding of any moneys by the Council under this sub-clause 4.3.4. If no such evidence is provided to the Supervisor within seven (7) days of the Council giving notice to the Contractor that it is withholding payment, the Council may pay to the Contractor's employees any wages and allowances, or to the sub-contractors any amounts, which appear to be unpaid, to the extent of the moneys which have been withheld from payments to the Contractor.

Nothing in this sub-clause 4.3 in any way obliges the Council to make any payment to any of the Contractor's employees or sub-contractors or any other parties. Any payments that are made by the Council under this sub-clause 4.3 are deemed to have been made on behalf of the Contractor and

the amount of the payments may be deducted by the Council from any amounts due to the Contractor under this Contract.

4.4 Goods and Services Tax

4.4.1 This sub-clause 4.4 applies if:

4.4.1.1 GST is or will be payable by; or

4.4.1.2 an input tax credit arises or will arise in favour of

either of the parties in respect of any supply or acquisition made under or in connection with this Contract.

4.4.2 If either party makes a taxable supply under or in connection with this Contract for consideration, then, unless this Contract expressly provides to the contrary, the recipient of the taxable supply must also pay, at the time and in the same manner as the value of the consideration otherwise payable, the amount of any GST payable in respect of that taxable supply.

4.4.3 The Contractor's right to payment under this clause 4 is subject to receipt by the Council of a valid tax invoice relating to the performance of the Services to which the tax invoice refers.

4.4.4 If the Contractor has to pay GST in relation to the performance of the Services to the Council, and the Contractor applies for, requests or otherwise seeks a refund of the whole or any portion of the GST so paid, the Contractor must:

4.4.4.1 immediately give notice to the Supervisor of the application, request or seeking of the refund, and the amount which the Contractor has applied for, requested or sought to be refunded; and

4.4.4.2 if all or any portion of the GST is refunded to the Contractor, immediately pay to the Council an amount equal to the amount so refunded.

4.4.5 In this sub-clause 4.4:

acquisition has the meaning set out in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*;

adjustment has the meaning set out in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*;

adjustment note has the meaning set out in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*;

consideration has the meaning set out in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*;

GST means a Goods and Services Tax, Value Added Tax, Consumption Tax or tax of similar effect, whether authorised by A

New Tax System (Goods and Services Tax) Act 1999 or otherwise;

input tax credit has the meaning set out in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*;

supply has the meaning set out in section 195-1 of the *A New Tax System (Goods and Services Tax) Act 1999*;

taxable supply has the meaning set out in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*; and

tax invoice has the meaning set out in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*.

4.4.6 To the extent that the performance of the Services constitutes a taxable supply:

4.4.6.1 if the payment or payments described in this sub-clause 4.1 has or have been described as exclusive of GST, the payment or payments will be increased by the applicable amount of GST (GST Amount) which will be calculated by multiplying the amount upon which GST is payable by the prevailing rate of GST;

4.4.6.2 the Contractor must provide to the Council a valid tax invoice at or prior to the time of payment of any GST Amount; and

4.4.6.3 and any adjustment occurs in relation to the taxable supply, the Contractor must issue an adjustment note to the Council within 7 days of becoming aware of the adjustment, and any payment necessary to give effect of such adjustment must be made within 7 days after the date of receipt of the adjustment note.

4.5 Right of Set Off

Notwithstanding anything else contained in this Contract, the Council may deduct from any amount otherwise payable to the Contractor any money which is due from the Contractor to the Council, whether due under this Contract or otherwise.

5. VARIATIONS

5.1 Direction of Variations

During the Contract Term, the Supervisor may direct the Contractor to:

5.1.1 alter the extent of the Services;

5.1.2 alter the character, quality or mode of performance of the Services;

5.1.3 carry out any work of a character similar to the Services;

5.1.4 make any other change that the Supervisor reasonably deems is necessary; or

5.1.5 make any other change which the parties agree to make.

5.2 Variations not to Vitiolate Contract

The direction of a variation by the Supervisor under sub-clause 5.1 will not in any way vitiate or invalidate the Contract.

5.3 Valuation of Variations

The value, if any, of any variation must be added to or subtracted from any payment to the Contractor under clause 4. The value of each variation must be determined by the Supervisor by applying:

5.3.1 any relevant rates or prices contained in the Contract Documents which are expressly stated to be provided for the purposes, or partly for the purposes, of this sub-clause 5.3; or

5.3.2 reasonable rates or prices, if there are no rates or prices contained in the Contract Documents which are expressly stated to be provided for the purposes, or partly for the purposes, of this sub-clause 5.3. If the variation involves a decrease in the Services or the omission of part of the Services, the Supervisor must make a reasonable allowance for the Contractor's profit and overheads.

6. DEFAULTS AND TERMINATION

6.1 Default by the Contractor - Show Cause Notice and Suspension of Payment

Should the Contractor -

6.1.1 default in the performance or observance of any obligation it has under this Contract; or

6.1.2 refuse or neglect to carry out or give effect to any order, instruction, direction or determination which the Council or the Supervisor is empowered to give or make under this Contract and which is given or made in writing to the Contractor -

the Council may, without limiting any other rights that the Council may have, give notice to the Contractor to show cause why the powers contained in this sub-clause 6.1 should not be exercised.

Such notice must:

6.1.3 not be unreasonably given;

6.1.4 indicate that it is a notice under this sub-clause 6.1; and

6.1.5 specify the default, refusal or neglect on the part of the Contractor upon which it is based.

If, within seven (7) days after receipt of the notice, the Contractor fails to show cause which in the opinion of the Council offers reasonable assurance that -

- 6.1.6 the default will be rectified; or
- 6.1.7 the Council's or Supervisor's order, instruction, direction or determination will be carried out or given effect to -

and this Contract satisfactorily completed in accordance with its terms, the Council, without prejudice to any other rights that it may have under this Contract or at common law against the Contractor, may -

- 6.1.8 suspend payment under this Contract; or
- 6.1.9 terminate this Contract -

by notice to the Contractor.

The suspension of payment under this sub-clause 6.1 by the Council will not in any way affect the continuing obligations of the Contractor under this Contract. Suspension of payment may be continued until the default has been rectified or the order, instruction, direction or determination is carried out or given effect to.

6.2 Termination of Contract by the Council

If this Contract is terminated by the Council under sub-clause 6.1 or otherwise:

- 6.2.1 the Council may itself or by engaging or employing any other person -
 - 6.2.1.1 complete the performance of the Services; or
 - 6.2.1.2 complete such part of the performance of the Services as the Council considers it desirable to complete -

which, so far as is practicable, must be carried out in accordance with this Contract, provided that the Council is not required to use the least expensive means of completing the performance of the Services; and

- 6.2.2 the Council may take possession of and permit other persons to use such of the Contractor's Plant as it considers necessary for the completion of:
 - 6.2.2.1 the performance of the Services; or
 - 6.2.2.2 such part of the performance of the Services as the Council considers it desirable to complete.

6.3 Payments on Termination

6.3.1 Limit of Payments

If this Contract is terminated by the Council under sub-clause 6.1 or otherwise, the Council is liable to make payments to the Contractor only in respect of any part of the Services which have been properly performed and not paid for at the date of termination.

6.3.2 Payment for Losses and Expenses

If this Contract is terminated by the Council under sub-clause 6.1 or otherwise, the Contractor must pay to the Council the amount of the loss and expenses incurred by the Council due to, or in connection with (including, without limitation, indirect losses, consequential losses and all legal costs on a full indemnity basis), the termination.

6.3.3 Supervisor's Determination

The amounts payable by the Contractor and the Council under sub-clauses 6.3.1 and 6.3.2 must be determined by the Supervisor. The Supervisor must give notice of his or her determination under sub-clause 6.3 to the Contractor. Subject to sub-clause 6.3.4, any amounts payable under sub-clause 6.3 must be paid within fourteen (14) days of the receipt of notice of the Supervisor's determination.

6.3.4 The Council May Retain Moneys

The Council may retain any moneys payable to the Contractor under sub-clause 6.3.1 until any amount payable by the Contractor to the Council under sub-clause 6.3.2 has been determined by the Supervisor and paid by the Contractor.

6.4 Insolvency

If the Contractor -

6.4.1 being a person:

6.4.1.1 becomes bankrupt, or files or is served with a petition in bankruptcy;

6.4.1.2 is served with a bankruptcy notice;

6.4.1.3 makes an assignment for the benefit of his or her creditors;

6.4.1.4 becomes bound as a debtor by any scheme of arrangement;

6.4.1.5 executes as a debtor any deed of assignment or deed of arrangement; or

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- 6.4.1.6 has a mortgagee or other creditor take possession of any of his or her assets;
- 6.4.2 being a partnership:
 - 6.4.2.1 is dissolved;
 - 6.4.2.2 any of the partners becomes bankrupt, or files or is served with, a petition in bankruptcy;
 - 6.4.2.3 any of the partners is served with a bankruptcy notice;
 - 6.4.2.4 any of the partners makes an assignment for the benefit of his or her creditors;
 - 6.4.2.5 any of the partners becomes bound by any scheme of arrangement;
 - 6.4.2.6 any of the partners executes, as a debtor, any deed of assignment or deed of arrangement; or
 - 6.4.2.7 any of the partners has a mortgagee or other creditor take possession of any of his or her assets; or
- 6.4.3 being a company or other body corporate:
 - 6.4.3.1 takes, or has taken or instituted against it, any action or proceeding, whether voluntary or compulsory, having as its object the winding-up of the company or other body corporate;
 - 6.4.3.2 an administrator is appointed, or steps are taken for the appointment of an administrator, under the *Corporations Act 2001* in respect of it;
 - 6.4.3.3 enters into a composition or other arrangement with its creditors, other than a voluntary winding-up by members for the purpose of reconstruction or amalgamation;
 - 6.4.3.4 has a mortgagee or other creditor take possession of any of its assets;
 - 6.4.3.5 a receiver or receiver and manager is appointed, or steps are taken for the appointment of a receiver or receiver and manager, in respect of it; or
 - 6.4.3.6 in the case of an incorporated association, takes or institutes, or has taken or instituted against it, any action or proceeding having as its object the cancellation of the incorporation of the incorporated association -

the Council may terminate this Contract immediately and sub-clauses 6.2 and 6.3 will operate, to the extent that they are applicable, as if the termination had been made by the Council under sub-clause 6.1.

6.5 Termination of the Contract by the Contractor

6.5.1 The Contractor's Right to Terminate

If the Council has failed to pay to the Contractor any amount due under sub-clause 4.1, other than an amount being the subject of a dispute or difference under this Contract or any legal proceedings commenced in respect of this Contract, within fourteen (14) days of any period for payment stated in the Annexure, the Contractor may give notice in writing to the Council stating that notice of termination under this Contract may be served if payment is not made within a further fourteen (14) days. If the Council fails to make payment within fourteen (14) days of the receipt of such notice, the Contractor may, by notice to the Council, either suspend the performance of the Services or terminate this Contract. Any suspension of the Services by the Contractor under this sub-clause 6.5.1 will not prevent it terminating this Contract during the period that the performance of the Services is suspended.

6.5.2 Payments upon Termination

Upon termination of this Contract by the Contractor under sub-clause 6.5.1 without prejudice to the accrued rights or remedies of either party or the other liabilities of the parties under this Contract which may have accrued prior to termination, the Council must, after taking into account amounts previously paid under this Contract, make payments to the Contractor in respect of:

- 6.5.2.1 any portion of the Services which have been properly performed and not paid for at the date of the termination; and
- 6.5.2.2 the cost of materials or goods properly ordered for the performance of the Services by the Contractor for which the Contractor has paid, or for which the Contractor is legally bound to pay, provided that such goods and materials must, on the making of the payment by the Council, become the property of the Council and be transferred to the Council's ownership and possession by the Contractor.

The amount of any payments to be made by the Council under this sub-clause 6.5.2 and any steps required to effectively transfer ownership and possession of any materials or goods referred to in sub-clause 0 (including the proportions in which each party to this Contract is to bear the costs of the taking of any such steps) must be determined by the Supervisor. Each party must take any steps determined by the Supervisor to effectively transfer ownership and possession of the material or goods under sub-clause 6.5.2.2.

6.6 Termination On Force Majeure

6.6.1 Effect of Force Majeure

Neither party may bring a claim for breach of this Contract by the other party, or incur any liability to the other party for any injury, loss or damage incurred by that other party, to the extent that a Force Majeure Event occurs and it is prevented from performing its obligations by that Force Majeure Event.

6.6.2 Good Faith Consultation

As soon as practicable after a Force Majeure Event occurs, the parties must consult with each other in good faith and use all reasonable endeavours to:

6.6.2.1 agree on appropriate terms to mitigate the effect of the Force Majeure Event; and

6.6.2.2 facilitate the continued performance of this Contract.

6.6.3 Termination

If the parties are unable to agree on appropriate terms to mitigate the effect of the Force Majeure Event and the continued performance of this Contract cannot be facilitated, then if the Force Majeure Event is continuing or its effect remains such that one party is unable to comply with its obligations under this Contract for a period of more than thirty (30) days (**the Affected Party**), then, subject to sub-clause 6.6.4, either party may terminate this Contract by giving thirty (30) days' written notice to the other party.

6.6.4 Contractor Notice

If the Contractor gives notice to the Council under sub-clause 6.6.3 that it wishes to terminate this Contract then the Council has the option either to accept the notice or, within ten (10) days of receipt of the notice, respond in writing to the Contractor that it requires this Contract to continue. If the Council responds that it wishes this Contract to continue then:

6.6.4.1 the Contractor must perform so much of the Services as are reasonably capable of being performed;

6.6.4.2 the Council must pay to the Contractor any payment which is due under sub-clause 4.1 as if the Services were being fully performed; and

6.6.4.3 this Contract will not terminate until thirty (30) days after the Council gives written notice to the Contractor that it wishes this Contract to terminate or upon the completion of the Contract Term (whichever is the earlier).

6.6.5 Minimizing Effects

Following the occurrence of a Force Majeure Event, the parties must use all reasonable endeavours to prevent and mitigate the effect of any delay, and the Affected Party must, at all times during which a Force Majeure Event is existing, take all steps in accordance with Good Industry Practice to overcome or minimise the effect of the Force Majeure Event.

6.6.6 Cessation of Force Majeure Event

The Affected Party must give notice to the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following the giving of such notice, this Contract will continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

7. SUB-CONTRACTING, ASSIGNMENT AND EMPLOYEES

7.1 Sub-Contracting

7.1.1 General

The Contractor must not sub-contract the whole or any portion of its rights and obligations under this Contract, except with the prior written consent of the Supervisor, which may be given subject to such conditions as the Supervisor considers appropriate. Except in so far as any consent given by the Supervisor under this sub-clause 7.1.1 expressly provides otherwise, no sub-contractors will have any rights under this Contract against the Council or be entitled to receive any payments under this Contract from the Council.

7.1.2 The Contractor to Provide Information

With any application for the consent of the Supervisor to any sub-contracting, the Contractor must provide any information required by the Supervisor, including, but not limited to, evidence that a proposed sub-contractor will be capable of performing any obligations of the Contractor under this Contract that it may be required to perform.

7.1.3 The Contractor still to be Liable

Unless otherwise agreed in writing by the Supervisor, no sub-contracting of any rights or obligations of the Contractor under this Contract will relieve the Contractor from any liability under this Contract or at law in respect of the performance or purported performance of this Contract and the Contractor will be responsible for the acts and omissions of any sub-contractor, or any sub-contractor's employees and agents, as if they were the acts or omissions of the Contractor.

7.2 Assignment

7.2.1 General

The Contractor must not assign the whole or any of its rights under this Contract, except with the prior written consent of the Supervisor, which may be given subject to such conditions as the Supervisor considers appropriate. Except in so far as any consent given by the Supervisor under this sub-clause 7.2.1 expressly provides otherwise, no assignees will have any rights under this Contract against the Council or be entitled to receive any payments under this Contract from the Council.

7.2.2 Change in Beneficial Ownership

For the purpose of this sub-clause 7.2.2, an assignment of this Contract includes any change in the beneficial ownership of the share capital of the Contractor, if it is a company, which alters the effective control of the Contractor.

7.3 Employees and Sub-Contractors

7.3.1 Employees

The Contractor must engage sufficient employees with adequate skills and training to perform the Services in an efficient manner.

7.3.2 Prohibited Behaviour

The Contractor must ensure that no employee, agent or sub-contractor of the Contractor -

7.3.2.1 consumes any alcoholic beverage;

7.3.2.2 is intoxicated; or

7.3.2.3 is under the influence of any drug which could impede his or her ability to safely or efficiently perform the Services -

while engaged in the performance of the Services or any related activities.

7.3.3 Conduct of Employees

The Contractor must ensure that all employees, agents and sub-contractors of the Contractor:

7.3.3.1 conduct themselves towards Councillors of the Council, the Council's staff and all members of the public in a civil and inoffensive manner; and

7.3.3.2 carry out their duties at all times with as little inconvenience and disturbance to others as possible and without causing any nuisance.

7.3.4 Directions of Supervisor

The Supervisor may, by notice to the Contractor, direct that any employee, agent or sub-contractor of the Contractor not be employed or engaged or continue to be employed or engaged in the performance of the Services or any related activities. The Contractor must immediately comply with any such direction.

7.3.5 Appearance of Employees

The Contractor must ensure that all employees, agents and sub-contractors of the Contractor:

- 7.3.5.1 are attired in any manner specified in the Contract Documents;
- 7.3.5.2 comply with any directions of the Supervisor in respect of their personal appearance or attire concerned with matters of neatness, health or safety; and
- 7.3.5.3 carry an identity card, in a form approved by the Supervisor, and present the identity card for inspection on demand by any member of the Council's staff or member of the public.

8. OCCUPATIONAL HEALTH AND SAFETY

8.1 General Occupational Health and Safety

The Council is obliged to provide and maintain, so far as is practicable, a working environment for its employees and members of the public that is safe and without risk to health.

The Contractor must itself, and must ensure that any sub-contractors of the Contractor, at all times identify and take all necessary precautions for the health and safety of all persons, including the Contractor's employees, agents and sub-contractors, Councillors and staff of the Council and members of the public, who may be affected by the performance of the Services.

The Contractor must inform itself of all OH&S policies, procedures or measures implemented or adopted by the Council. The Contractor must comply with all such policies, procedures or measures.

The Contractor must immediately comply with any and all directions by the Supervisor relating to OH&S.

8.2 Legislative Compliance

The Contractor must -

- 8.2.1 comply with; and
- 8.2.2 ensure that its employees, sub-contractors and agents comply with -

any Acts, regulations, local laws, codes of practice, WorkSafe publications and Australian Standards which are in any way applicable to OH&S and the performance of the Services.

8.3 The Contractor's OH&S Management System

The Contractor must establish and implement an OH&S management system which ensures compliance with all duties of an employer under the *Occupational Health, Safety and Welfare Act 1986 (the OH&S Management System)*.

The OH&S Management System must be:

- 8.3.1 submitted to the Supervisor for approval prior to the Commencement Date;
- 8.3.2 updated during each year of the Contract Term, and such updated OH&S Management System submitted to the Supervisor for approval prior to each anniversary of the Commencement Date; and
- 8.3.3 audited for its relevance, currency, completeness, practical application and comparison to Good Industry Practice by an independent third party with expertise in OH&S at least once every two (2) years with the first audit to be completed before the first anniversary of the Commencement Date.

A copy of the audit brief and proposed auditor must be submitted to the Supervisor for approval prior to any audit commencing. The Contractor must make any changes to the proposed audit brief or auditor reasonably required by the Supervisor. The auditor is to provide a full and unedited copy of its audit report directly to the Council at the same time the audit report is provided to the Contractor. The Contractor must ensure that it is a condition of the engagement of any auditor for the purposes of this sub-clause 8.3 that the auditor must make available to the Council on demand copies of any field notes or other documents the auditor has made in connection with the conduct of an audit.

The Contractor must make any amendments to the OH&S Management System, or any update of the OH&S Management System, submitted for the approval of the Supervisor, which the Supervisor may direct.

The Contractor must implement the OH&S Management System or updated OH&S Management System, as the case may be, throughout the Contract Term.

The OH&S Management System must at least include the Contractor's:

- 8.3.4 OH&S policy and objectives;
- 8.3.5 organisational structure and responsibilities;
- 8.3.6 safe work practices and procedures it will implement in the performance of the Services;

- 8.3.7 OH&S training and induction;
- 8.3.8 OH&S auditing and inspection procedures;
- 8.3.9 OH&S consultation procedures;
- 8.3.10 OH&S performance monitoring; and
- 8.3.11 assessment of all risks arising from its performance of its obligations under this Contract.

8.4 OH&S Performance Reporting

The Contractor must, when requested by the Supervisor, provide evidence of the Contractor's ongoing implementation of the OH&S Management System. The Contractor must also provide the following information to the Supervisor monthly:

- 8.4.1 the number of 'lost time' injuries suffered by the Contractor's employees, agents or sub-contractors;
- 8.4.2 the number of working days lost due to injury;
- 8.4.3 details of any WorkCover claims made against the Contractor;
- 8.4.4 the status of the implementation and outcomes of corrective actions undertaken as a result of OH&S inspections and risk assessments;
- 8.4.5 the status of OH&S Management System audits undertaken by the Contractor; and
- 8.4.6 details of any investigation, inquiry, notification, prosecution, conviction, fine, penalty or similar event involving WorkCover, WorkSafe, the Environment Protection Agency or any other Government agency connected with the OH&S of the Contractor whether in relation to this Contract or otherwise.

The Contractor must, when requested by the Supervisor, provide reports on OH&S inspections, audits or assessments undertaken during the Contract Term.

8.5 Incident Notification

If the Contractor is required by the *Occupational Health, Safety and Welfare Act 1986*, or by any other Act or regulation, to give any notice of an accident occurring during the performance by the Contractor of its obligations under this Contract, the Contractor must, at the same time, or as soon thereafter as is possible in the circumstances, give a copy of the notice to the Council.

The Contractor must promptly notify the Council of any accident, injury, property damage or environmental damage which occurs during the performance of the Services. The Contractor must, within three (3) days

after any such incident, provide a report giving complete details of the incident, including:

- 8.5.1 results of investigations into its cause; and
- 8.5.2 any recommendations or strategies for future prevention.

8.6 Non-Compliance

If, during the Contract Term, the Supervisor gives the Contractor notice that, in the opinion of the Supervisor, the Contractor is -

- 8.6.1 not performing the Contractor's obligations under the Contract in compliance with the OH&S Management System or any other obligation contained in clause 8.2; or
- 8.6.2 performing the Contractor's obligations under the Contract in such a way as to endanger the health or safety of the Contractor's employees or sub-contractors, the Council's staff or the public -

the Contractor must promptly -

- 8.6.3 rectify the Contractor's failure to comply with its obligations; or
- 8.6.4 ensure that it performs its obligations under this Contract so as not to endanger the health or safety of the Contractor's employees, sub-contractors, the Council's staff or the public -

as appropriate.

8.7 Suspension

8.7.1 Procedure

The Supervisor may, without limiting any right that the Council or the Supervisor may have under this Contract, direct the Contractor to suspend the Contractor's performance of the Services until such time as the Contractor satisfies the Supervisor that the Contractor is willing and able to perform the Services:

- 8.7.1.1 in accordance with its obligations under clause 2.1; and
- 8.7.1.2 without endangering the health and safety of the Contractor's employees or sub-contractors, the Council's staff or the public.

The Council is not required to make any payment to the Contractor in respect of any period for which the performance of the Services is suspended in accordance with this sub-clause 8.7.1.

8.7.2 The Council's Rights

If the Contractor's performance of the Services has been suspended under sub-clause 8.7.1.1, the Council may:

8.7.2.1 itself, or by employing or engaging any other person, perform -

8.7.2.1.1 the Services; or

8.7.2.1.2 such part of the Services as the Council considers it desirable to perform -

which, so far as practicable, must be carried out in accordance with this Contract, provided that the Council is not required to use the least expensive means of performing the Services; or

8.7.2.2 do any other thing which the Council, in its absolute discretion, considers necessary in the circumstances.

8.7.3 Payments

The Contractor must pay to the Council the amount of -

8.7.3.1 all costs incurred by the Council in exercising any power or performing any function conferred on it under sub-clause 8.7.1 or 8.7.2; and

8.7.3.2 any other losses and expenses incurred by the Council due to, or in connection with (including, without limitation, indirect losses, consequential losses and all legal costs on a full indemnity basis), any breach of the Contractor's obligations under clause 8 or the suspension of the performance of the Services -

as determined by the Supervisor, within seven (7) days of receiving notice of the Supervisor's determination.

9. INSURANCE AND INDEMNITY

9.1 Workers Compensation

9.1.1 The Contractor must -

9.1.1.1 itself effect; and

9.1.1.2 ensure that each of its sub-contractors effects -

a WorkCover policy of insurance complying with the provisions of the *Workcover Compensation Act 1994* in respect of all of its employees.

9.1.2 Other Legislation

The Contractor must -

9.1.2.1 itself comply; and

9.1.2.2 ensure that each of its sub-contractors complies -

with any other workers' compensation legislation in force from time to time and must, in the absence of any such legislation, or if so directed by the Supervisor, insure against any claims that may be made in respect of the death of or injury to any of their employees.

Any such insurance must be -

9.1.2.3 for an amount;

9.1.2.4 with an insurer; and

9.1.2.5 in a form -

to the satisfaction of the Supervisor.

9.2 Public Liability Insurance

9.2.1 The Contractor must, at all times during the Contract Term, be the holder of a current public liability policy of insurance (the Public Liability Policy) providing coverage for an amount per event of at least that stated in the Annexure.

The Public Liability Policy must:

9.2.1.1 be effected with an insurer authorized to conduct insurances business in Australia APRA; and

9.2.1.2 cover such risks, and be subject only to such conditions and exclusions, as are approved by the Supervisor.

On each anniversary of the Commencement Date until the completion of the Contract Term, the Contractor must increase the amount of coverage under the Public Liability Policy by at least the amount per event stated in the Annexure.

9.3 Professional Indemnity Insurance

The Contractor must, at all times during the Contract Term, be the holder of a current professional indemnity policy of insurance (**the Professional Indemnity Policy**) providing coverage for an amount per event of at least that stated in the Annexure.

The Professional Indemnity Policy must -

9.3.1 be effected with an insurer authorised to conduct Insurance business in Australia APRA; and

9.3.2 cover such risks, and be subject only to such conditions and exclusions, as are approved by the Supervisor.

On each anniversary of the Commencement Date until the completion of the Contract Term, the Contractor must increase the amount of coverage under the Professional Indemnity Policy by at least the amount per event stated in the Annexure.

9.4 Other Policies of Insurance

The Contractor must effect and maintain any other policy of insurance described in the Annexure with an insurer, and covering such risks, as are specified by the Supervisor.

9.5 Evidence of Insurance

9.5.1 Certificates of Currency

The Contractor must produce to the Supervisor certificates of currency in respect of the insurances referred to in sub-clauses 9.1, 9.2, 9.3 and 9.4 not less than 7 days before the commence: and

9.5.1.1 each twelve (12) months during the Contract Term; and

9.5.1.2 within two (2) days after a written request being made by the Supervisor.

9.5.2 Failure to Insure

If the Contractor fails to comply with its obligations under sub-clause 9.1, 9.2, 9.3 or 9.4, the Council may immediately terminate this Contract.

If this Contract is terminated under sub-clause 9.5.2, sub-clauses 6.2 and 6.3 will operate, to the extent that they are applicable, as if the termination had been made by the Council under sub-clause 6.1.

10. PROPERTY

10.1 Property

10.1.1 Damage to Property

The Contractor must at once remedy any damage done by its employees, agents or sub-contractors to any property of the Council or any other person. Should the Contractor fail to do so, the Supervisor may effect the necessary repairs or pay compensation to the owner of the property. The cost of effecting any necessary repairs or the amount of any compensation must be paid on demand by the Contractor to the Council or may be deducted by the Council from any moneys due or becoming due to the Contractor under this Contract, at the option of the Council.

10.1.2 Cost of Damage

The Supervisor must determine the cost of effecting any necessary repairs or the amount of compensation to be paid to the owner of any property in accordance with sub-clause 10.1.1.

11. SECURITY

11.1 Performance Security

11.1.1 Security

Upon the execution of this Contract, the Contractor must deliver to the Supervisor an irrevocable bank guarantee or insurance bond payable to the Council for the sum stated in the Annexure and in a form approved by the Council (**the Performance Security**).

11.1.2 Recourse to Security

In the event of any failure by the Contractor to carry out and complete its obligations under this Contract, the Council may have recourse to the Performance Security in respect of any moneys for which the Contractor may be liable to the Council under this Contract or otherwise. Without limiting the rights of the Council under this sub-clause 11.1.2, the Council may deduct from the Performance Security any sum payable to the Council under sub-clause 6.1.

11.1.3 Return of Security

Unless the Council has exercised a right under sub-clause 11.1.2, the Performance Security must be returned to the Contractor at the conclusion of the Contract Term.

11.1.4 Further Rights and Obligations

If the Council has exercised a right under sub-clause 11.1.2 and the Contract has:

11.1.4.1 been terminated or the Contract Term has expired, the Council must, after making any deductions from the Performance Security that it is entitled to make under this Contract, return to the Contractor the remainder of the Performance Security, provided that the Council is not required to return the remainder of the Performance Security to the Contractor under this sub-clause 11.1.4.1 until all payments due on termination of the Contract under sub-clause 6.3 have been made; or

11.1.4.2 not been terminated and the Contract Term has not expired, the Contractor must provide a supplementary irrevocable bank guarantee or insurance bond payable to the Council for an amount equivalent to the moneys paid to the Council by the bank in accordance with

sub-clause 11.1.2 within fourteen (14) days of the Council having exercised a right under sub-clause 11.1.2.

11.2 The Council's Right to Terminate

If the Contractor fails to meet any of its obligations under sub-clause 11.1.1 the Council may immediately terminate this Contract. If this Contract is terminated under this sub-clause 11.2, sub-clauses 6.2 and 6.3 will operate, to the extent that they are applicable, as if the termination had been made by the Council under sub-clause 6.1.

11.3 Parent Guarantee

If the Contractor is a subsidiary of another corporation it must, if requested by the Council, procure from that corporation a Deed of Guarantee, Undertaking and Substitution in a form approved by the Council and which provides for the corporation to guarantee the performance of the Contractor's obligations under this Contract.

12. TRANSITION

12.1 Continuing Obligations

If, before the end of the Contract Term, the Council engages another person (**the New Contractor**) to, on or from a date after the end of the Contract Term, perform services similar to the Services, the Contractor must, if requested by the Supervisor to do so:

12.1.1 participate in a transition process which is effective and efficient, and which involves optimum co-operation with both the Council and the New Contractor; and

12.1.2 for a period not exceeding the period set out in the Annexure:

12.1.2.1 continue to perform the Services notwithstanding that the Contract Term has ended; and

12.1.2.2 allow the New Contractor and any members staff or agents of the New Contractor reasonable access to any operational information concerning the performance of the Services.

12.2 Performance of Services After Contract Term

If, in accordance with sub-clause 12.1.2, the Contractor continues to perform the Services notwithstanding that the Contract Term has ended, the terms of the contract between the Council and the Contractor will be the same as the terms of this Contract minus sub-clause 12.1.2.1.

13. DISPUTE RESOLUTION

13.1 Notice of Dispute

In the event of any dispute or difference arising between the Council and the Contractor, either during the period of this Contract or after the termination, abandonment or breach of this Contract, as to any matter or thing connected with this Contract or arising under this Contract, the Council or the Contractor may give to the other party notice of the dispute or difference.

Such notice must:

- 13.1.1 not be unreasonably given;
- 13.1.2 indicate that it is a notice under this sub-clause 13.1; and
- 13.1.3 give sufficient details of the dispute or difference as to enable the party receiving the notice to ascertain the nature of the dispute or difference alleged.

13.2 Alternative Dispute Resolution

Within seven (7) days of the receipt of any notice of dispute under sub-clause 13.1 by either party, a representative of each party must meet to discuss ways of resolving the dispute or difference. The representatives may resolve the dispute or difference themselves or refer the dispute or difference to any form of alternative dispute resolution procedure on which they agree. The representatives must be authorised by the parties to resolve the dispute or difference on their behalf should this prove to be practicable.

13.3 Referral to Mediation

Unless a dispute or difference of which notice has been given under sub-clause 13.1 is settled, either party may, not less than seven (7) days after the notice of dispute or difference was given, give notice referring the dispute or difference to mediation. The mediator must be agreed between the parties within fourteen (14) days from the date of the receipt of the notice referring the dispute to mediation by the Contractor or the Council, as the case may be, or, failing agreement, must be nominated by the person stated in the Annexure.

13.4 No Obligation to Refer

Sub-clause 13.3 does not in any way require the Council or the Contractor to refer to mediation any dispute or difference or in any way act as a bar to the bringing of legal proceedings by the Council or the Contractor, except that no dispute or difference must be the subject of legal proceedings, except for legal proceedings concerning the conduct of the mediation itself or a question of law, from the time it is referred to mediation under sub-clause 13.3 to the end of any subsequent mediation.

13.5 Work to Continue

If reasonably possible, performance of obligations under the Contract must continue during mediation or legal proceedings, and no payment due or payable by the Council that is not in dispute must be withheld on account of the mediation or legal proceedings, unless so authorised by the Contractor or by this Contract.

Annexure

The Council is (sub-clause 1.1):

City of Albany

The Contractor is (sub-clause 1.1):

The Commencement Date is (Part 5 sub-clause 1.1):

1 April 2012

The Contract Documents are (sub-clause 1.1):

1. The Form of Agreement;
2. These Services General Conditions – Long Form;
3. The Letter of Acceptance
4. Any other communication regarding the tender
5. The Tender Submission
6. The Tender Documents

The Initial Contract Term is (sub-clause 2.1):

3 Years

The Option Terms are (sub-clause 2.2):

2 years at the option of Council

Period (eg number of days or months) before Expiry by which Option must be exercised is (sub-clause 2.2):

Not Applicable

The Supervisor is (sub-clause 1.1):

Executive Director Corporate Services, City of Albany

The address of the Council is (sub-clause 1.5.3):

102 North Road, Yakamia W.A. 6331

The facsimile number of the Council is (sub-clause 1.5.3):

(08) 9841 4099

The address of the Contractor is (sub-clause 1.5.3):

The facsimile number of the Contractor is (sub-clause 1.5.3)

The hours on each day during which the Contractor's Representative is to be available and able to be contacted are (sub-clause 2.5.1.4):

N/A

Pre-existing Intellectual Property (sub-clause 2.10.3):

N/A

The payments to be made to the Contractor are (sub-clause 4.1):

Monthly

The basis of payments to the Contractor is (sub-clause 4.1):

Per Transaction or as otherwise stated

The minimum amount of coverage under the Public Liability Policy is (sub-clause 9.2.1):

\$10,000,000 Ten Million Dollars

The amount by which the coverage under the Public Liability Policy must be increased each year is (sub-clause 9.2.1):

N/A

The amount of coverage under the Professional Indemnity Policy is (sub-clause 9.3):

\$5,000,000 Five Million Dollars

The amount by which the coverage under the Professional Indemnity Policy must be increased each year is (sub-clause 9.3):

N/A

Other Policies of Insurance to be effected and maintained are (sub-clause 9.4):

Workcover

The amount of the Performance Security (bank guarantee or insurance bond) is (sub-clause 11.1.1):

N/A

The person to nominate a mediator is (sub-clause 13.3):

Chief Executive Officer of the City of Albany

4.5: REQUEST TO ADOPT THIRD QUARTER 2011-12 BUDGET REVIEW

Attachments : Third Quarter 2011-12 Budget Review
Responsible Officer : Acting Executive Director Corporate Services (P Wignall)

IN BRIEF

- Adoption of the Third Quarter 2011-12 Budget Review.

**ITEM 4.5: RESPONSIBLE OFFICER RECOMMENDATION
VOTING REQUIREMENT: ABSOLUTE MAJORITY**

**MOVED: COUNCILLOR BOWLES
SECONDED: COUNCILLOR GREGSON**

THAT Council ADOPT the Third Quarter 2011-12 Budget Review.

**CARRIED 12-0
ABSOLUTE MAJORITY**

BACKGROUND

1. At the Special Council Meeting held on 29th June 2010, Council resolved at Item 6.1 (xii):

One month before the scheduled quarterly review, council convene a meeting for the purpose of managing the budget and overseeing its progressive implementation.

2. The Third Quarter Review of the 2011-12 Budget was presented and discussed at the 26 March 2012 Audit Committee meeting.

DISCUSSION

3. The net position of the Budget following the third quarterly 2011-12 Budget review is a deficit of \$1,534,833.
4. There were a number of required amendments resulting from changed circumstances since the second quarterly review of the 2011-12 Annual Budget in February 2012.
5. The changes are detailed in the Attachment.

GOVERNMENT CONSULTATION

6. Nil

PUBLIC CONSULTATION / ENGAGEMENT

7. Nil

STATUTORY IMPLICATIONS

8. Under the Local Government Act, Section 6.8, a local government is not to incur expenditure from its municipal fund for an additional purpose except where the expenditure:
- is incurred in a financial year before the adoption of the annual budget by the local government
 - is authorised in advance by a resolution (absolute majority required) or
 - is authorised in advance by the mayor in an emergency

STRATEGIC IMPLICATIONS

9. This item relates directly to the following elements of the City of Albany Strategic Plan (2011-2021 *Community Vision*):

Key Focus Area

Organisational Performance

Community Priority

Financial Management

Proposed Strategies

Reduce debt through careful financial management, prioritisation of expenditure and investments in secure portfolios.

POLICY IMPLICATIONS

10. Nil

RISK IDENTIFICATION & MITIGATION

Risk	Likelihood	Consequence	Risk Rating	Mitigation
Council does not approve the Third Quarter 2011-12 Budget Review	Unlikely	Moderate	Medium	The existing second quarter review of the 2011-12 Budget would apply and proposed amendments could not be applied.

FINANCIAL IMPLICATIONS

11. A summary of the proposed Third Quarter 2011-12 Budget Review follows:

	Original Budget	Current Budget	Proposed Q3 Budget	Variance from Current Budget
Office of the CEO	4,706,321	7,537,013	7,400,517	(136,496)
Community Services	4,364,720	3,906,783	3,938,400	31,617
Corporate Services	3,630,264	4,005,894	4,109,526	103,632
Development Services	1,492,137	1,659,061	1,765,061	106,000
Works & Services	15,414,915	14,571,779	14,516,879	(54,900)
General Purpose Income	(28,837,247)	(30,975,247)	(30,059,281)	915,966
Loans	863,730	863,730	(136,269)	(1,000,000)
Total (Surplus)/Deficit	1,634,840	1,569,013	1,534,833	(34,180)

LEGAL IMPLICATIONS

12. Nil

ALTERNATE OPTIONS

13. The Third Quarter 2011-12 Budget Review is not adopted by Council. Therefore, the proposed re-allocation of budget line items could not be applied.

14. The Third Quarter 2011-12 Budget Review may be adopted subject to specific changes directed by Council. The proposed small surplus would be affected by any changes directed by Council.

SUMMARY CONCLUSION

15. Nil

Consulted References	Adopted Budget 2011-12 Local Government Act 1995
File Number (Name of Ward)	FM.BUG.2
Previous Reference	<ul style="list-style-type: none"> Annual Budget – OCM 9th August 2011



THIRD QUARTERLY REVIEW 11-12

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THIRD QUARTERLY REVIEW 2011-12

In accordance with Section 33A of the *Local Government (Financial Management) Regulations 1996*, a review of the 2011-12 Budget has been undertaken.

The review has resulted in a net cash surplus of \$34,180 against the current 2011-12 Budget.

**Note that amounts in brackets are income and amounts without brackets are expenditure.*

Table 1 – Q3 Budget Review Summary

	Current Budget 2011-12	Q3 Budget Review 2011-12	Variance from Current Budget
Operating	(\$4,863,052)	(\$3,753,965)	\$1,109,087
Capital	\$6,432,065	\$5,288,798	(\$1,143,267)
TOTAL	\$1,569,013	\$1,534,833	(\$34,180)

Table 2 - Operating Expenditure Variances by Directorate

	Current Budget 2011-12	Q3 Budget Review 2011-12	Variance from Current Budget
Office of the CEO	\$7,005,383	\$6,968,887	(\$36,496)
Community Services	\$3,257,948	\$3,289,565	\$31,617
Corporate Services	\$3,686,054	\$3,778,054	\$92,000
Development Services	\$1,659,061	\$1,765,061	\$106,000
Works and Services	\$9,501,600	\$9,501,600	\$0
General Purpose Income	(\$30,975,247)	(\$30,059,281)	\$915,966
Loans	\$1,002,149	\$1,002,149	\$0
TOTAL	(\$4,863,052)	(\$3,753,965)	\$1,109,087

Operating Variances from Current Budget - Detail

There are several movements within areas of responsibility which net to zero and therefore do not impact on the Budget. They are not reported in Table 3 unless they are significant new items funded externally or from reserves.

*Note that amounts in brackets are savings and amounts without brackets represent cost increase.

Table 3 - Operating Variances from Current Budget – Detail

Operating - Area of Responsibility	Amount
Office of the Chief Executive Officer	
Contract employees for Major Project management.	
<ul style="list-style-type: none"> • Reduction in Salary Budget – (\$60,000) • Increase in Contractor Costs - \$60,000 	\$0
ANZAC Centenary	
<ul style="list-style-type: none"> • Per OCM 20/9/11, item 1.5 - \$15,102 • Request from ACAA meeting held on 22/11/11 that the City transfer money from the ANZAC Reserve - \$15,000 • Transfer from Reserve – (\$30,102) 	\$0
Special Events – NAIDOC Week	
<ul style="list-style-type: none"> • No provision in original budget for NAIDOC Week. Allocation of budget amount to enable event to occur. 	\$7,534
Public Relations	
<ul style="list-style-type: none"> • Increase in telephone budget to actual costs. 	\$300
Members of Council	
<ul style="list-style-type: none"> • Payment of past Councillor sitting fees. 	\$4,813
Economic Development	
<ul style="list-style-type: none"> • Reduction in Economic Development salary costs due to unfilled position. 	(\$49,143)
Chief Executive Officer Total	(\$36,496)

Table 3 - Operating Variances from Current Budget – Detail (cont.)

Operating - Area of Responsibility	Amount
Community Services	
Customer Service	
<ul style="list-style-type: none"> Increase in Customer Service salary budget due to long service leave taken, extra leave coverage and increased salary cost while training new staff members. 	\$11,932
Day Care	
<ul style="list-style-type: none"> Reduction in repairs, equipment, and food. - (\$1,500) Increase in office supplies and stationery - \$1,500 	\$0
Lotteries House	
<ul style="list-style-type: none"> Transfer from trust account to purchase new photocopier 	(\$3,632)
Town Hall	
<ul style="list-style-type: none"> Increase in hire fees budget to actual receipts taken. The Town Hall has had minimal use for a number of months. Basic repairs and maintenance needs to be undertaken to ensure this asset is kept in a usable state. Increase operating cost budget to actual amount. This is water, power, telephone and allocation of employee costs to maintain minimal standards to allow public access for small events, hire of space for commercial or community purposes. 	(\$4,186) \$20,000 \$10,661
Forts.	
<ul style="list-style-type: none"> Merchandise stock. Increase in merchandise stock purchases due to ANZAC Centenary event. - \$7,000 Increase in sales in lead up to ANZAC Centenary. – (\$7,300) Increase in power, vehicle and staff seminar costs.- \$1,625 Reduction in telephone budget. – (\$2,968) 	(\$1,643)
Vancouver Art Centre	
<ul style="list-style-type: none"> Overall reduction in VAC operating costs following review of various exhibition costs, running costs and building maintenance. 	(\$1,580)
Albany Art Prize	
<ul style="list-style-type: none"> Review of Albany Art Prize budget has lead to an increase exhibition opening costs, largely offset by savings in other budget lines. 	\$155
Centennial Art Prize	
<ul style="list-style-type: none"> Review of Centennial Art Prize budget, reduction in management and workshop cost. 	(\$90)
Community Services Total	\$31,617

Table 3 - Operating Variances from Current Budget – Detail (cont.)

Operating - Area of Responsibility	Amount
Corporate Services	
Legal Fees	
<ul style="list-style-type: none"> • Increase in legal fees budget, due to continued various legal actions involving the City. 	\$100,000
Leased Assets	
<ul style="list-style-type: none"> • Increase in lease income due to more effective lease management. • Increase in expenses for maintenance (due to vandalism) of leased properties, and additional legal costs associated with leases. 	(\$28,000) \$20,000
Corporate Services Total	\$92,000
Development and Planning	
Development Management	
<ul style="list-style-type: none"> • Retail trading hours study – deregulation of trading hours. 	\$20,000
Building income.	
<ul style="list-style-type: none"> • Reduction in Building licence fees, BCITF Levy, and BRB Levy income due to continued slow building trade in the City. 	\$79,300
Health department	
<ul style="list-style-type: none"> • Reduction in septic inspection fees, and septic tank application fees, due to continued slow building trade in the City. 	\$6,700
Development Services Total	\$106,000
Works and Services	
No operating variation.	\$0
Works and Services Total	\$0

Table 3 - Operating Variances from Current Budget – Detail (cont.)

Operating - Area of Responsibility	Amount
General Purpose Income	
Interim Rates.	
• Increase in budget to actual receipts.	(\$30,000)
Interest on Investments.	
• Interest earned on term deposit investments. Increase in budget to actual receipts.	(\$54,034)
Proceeds Land Sales.	
• Reduction in budget for proceeds from land sales.	\$1,000,000
General Purpose Income Total	\$915,966
Total Operating Variance – All Directorates	\$1,109,087

Table 4 – Capital Expenditure Variances by Directorate

	Current Budget 2011-12	Q3 Budget Review 2011-12	Variance from Current Budget
Office of the CEO	\$531,630	\$431,630	(\$100,000)
Community Services	\$648,835	\$648,835	\$0
Corporate Services	\$319,840	\$331,472	\$11,632
Works and Services	\$5,070,179	\$5,015,280	(\$54,900)
Loans	(\$138,419)	(\$1,138,419)	(\$1,000,000)
TOTAL	\$6,432,065	\$5,288,798	(\$1,143,268)

Capital Variances from Current Budget - Detail

There are several movements within areas of responsibility which net to zero and therefore do not impact on the Budget. They are not reported in Table 5 unless they are significant new items funded externally or from reserves.

**Note that amounts in brackets are savings and amounts without brackets represent cost increase.*

Table 5 - Capital Variances from Current Budget – Detail

Capital - Area of Responsibility	Amount
Office of the CEO	
Land Development.	
<ul style="list-style-type: none"> • Reduction in land development budget due to lower land sales activity. 	(\$100,000)
Office of the CEO Total	(\$100,000)
Community Services	
No capital variations.	\$0
Community Services Total	\$0
Corporate Services	
Lotteries House.	
<ul style="list-style-type: none"> • Replacement of photocopier. Income transferred from Lotteries House Trust account. 	\$3,632
Leased Buildings	
<ul style="list-style-type: none"> • Installation of security fence around Volunteer Fire brigade building on North Rd, due to ongoing vandalism. 	\$8,000
Corporate Services Total	\$11,632

Table 5 - Capital Variances from Current Budget – Detail (cont.)

Capital - Area of Responsibility	Amount
Works and Services	
Road Safety. Re-assessment of capital works project program.	
<ul style="list-style-type: none"> • Le Grande Ave – (\$63,000) • Lower Denmark Rd/Roundhay Rd - \$7,500 	(\$55,500)
Drainage Construction. Re-assessment of capital works project program.	
<ul style="list-style-type: none"> • Frederick St to Stirling Tce – (\$7,200) • Chauncy Way – (\$4,000) 	(\$11,200)
Pathway Construction. Re-assessment of capital works project program.	
<ul style="list-style-type: none"> • Minna St – (\$35,000) 	(\$35,000)
Asset Preservation. Re-assessment of capital works project program.	
<ul style="list-style-type: none"> • Muttonbird Access Rd - \$15,000 • Chillinup Rd - \$15,000 • Nanarup Rd - \$8,000 • Hare St - \$25,000 • Humpherys St - \$25,000 • Dempster Rd – (\$13,400) • Moorialup Rd –(\$27,900) • Kronhup Rd – (\$10,900) • Thomas Rd – (\$9,000) • Cheyne Beach Rd - \$20,000 	\$46,800
Works and Services Total	
	(\$54,900)
Loans	
Loan Refinancing	
<ul style="list-style-type: none"> • Due to reduction in budgeted sale proceeds from land developments, it is necessary to increase the amount of loan refinancing made. 	(\$1,000,000)
Total Capital Variance - All Directorates	
	(\$1,143,268)

XIV. MOTIONS WITH NOTICE

XV. MOTIONS OF WHICH NOTICE WAS GIVEN AT THE PREVIOUS MEETING

ITEM 15.1: NOTICE OF MOTION BY COUNCILLOR BOSTOCK-DESIGNATION OF SENIOR STAFF

6.57PM: Councillor Attwell returned to the Chamber.

ITEM 15.1: NOTICE OF MOTION BY COUNCILLOR BOSTOCK

MOVED: COUNCILLOR BOSTOCK

SECONDED: COUNCILLOR SUTTON

THAT the holders of the following staff positions be designated as “Senior Employees” under the provisions of the *Local Government Act 1995* s. 5.37 (1)

- 1. Executive Director Corporate Services**
- 2. Executive Director Community Services**
- 3. Executive Director Planning and Development Services**
- 4. Executive Director Works and Services**

CARRIED 13-0

Councillor’s Reason:

Under the new management structure Councillors must work directly with Executive Directors on a daily basis and should have input into their appointment and dismissal, according to s. 5.37, 5.38 and 5.39 of the LGD. 1995.

Officer’s Response (Chief Executive Officer):

The CEO recommends neither support nor opposition to the motion.

The opportunity for recruitment and employment of the above four positions will become less flexible given the terms of the *Local Government Act 1995*.

XVI. URGENT BUSINESS TO BE APPROVED BY DECISION OF THE MEETING

16.1:MOTION BY MAYOR WELLINGTON-ANZAC

ITEM 16.1: RESOLUTION

VOTING REQUIREMENT: ABSOLUTE MAJORITY

MOVED: COUNCILLOR WELLINGTON

SECONDED: COUNCILLOR GREGSON

THAT Item 16.1 Motion by Mayor Wellington, be ACCEPTED as an urgent item.

**CARRIED 13-0
ABSOLUTE MAJORITY**

ITEM 16.1: RESOLUTION

MOVED: COUNCILLOR GREGSON

SECONDED: COUNCILLOR DUFTY

THAT the meeting go behind closed doors.

CARRIED 13-0

ITEM 16.1: RESOLUTION

MOVED: COUNCILLOR GREGSON

SECONDED: COUNCILLOR CALLEJA

THAT Standing Order 5.7: Order of Debate, be SUSPENDED to allow discussion.

CARRIED 13-0

ITEM 16.1: MOTION BY MAYOR WELLINGTON
VOTING REQUIREMENT: ABSOLUTE MAJORITY

THAT:

1. The City call for consultancy services (Request for Offer) to undertake, as a matter of urgency, detailed business analysis, including financial, risk and asset-management analysis, regarding the City's involvement in, commitment to and City of Albany and community economic development opportunities of, the Albany-based Anzac Centenary and its associated activities.
2. Payment of such business analysis be funded from the City's Anzac Centenary Reserve.
3. Outcomes of such business analysis guide Council in its budget allocations for the 2012-13 financial year, and its models of operationalising its commitment to Anzac Centenary, including whether the City can afford to own and operate the proposed Anzac Interpretive Centre.

ITEM 16.1: RESOLUTION

MOVED: COUNCILLOR ATTWELL

SECONDED: COUNCILLOR SUTTON

THAT Standing Order 5.7-Order of Debate, be RESUMED.

CARRIED 13-0

ITEM 16.1: RESOLUTION

MOVED: COUNCILLOR CALLEJA

SECONDED: COUNCILLOR HORTIN

THAT the meeting come out from behind closed doors.

CARRIED 13-0

ITEM 16.1: RESOLUTION

MOVED: COUNCILLOR GREGSON

SECONDED: COUNCILLOR DOWLING

THAT Amended Motion 1 and Confidential Motion 2 be carried en bloc.

CARRIED 13-0

ITEM 16.1: RESOLUTION 1 (AMENDED MOTION)

- 1. The City appoint a consultant to undertake business analysis regarding the City's involvement in, and commitment to, the Albany based Anzac Departure of the Convoys, including for the purposes of advising State Government Department of Premier and Cabinet of the challenges and costs of that event.**
- 2. That Council notes given the urgency of this work request for offer will be made to a limited number of consultants that the CEO is of the opinion has the experience and skills to complete this work.**

CARRIED EN BLOC

Mayor's Reason:

The Council has made a significant commitment in the City's participation in Anzac Centenary. To date no detailed business analysis or risk assessment has been undertaken regarding such commitment. Similarly, the Council has not sufficiently considered the current and long term resource implications of such commitment nor budgeted for the resource allocation that will likely be required.

Risk analysis undertaken by the City and provided to the last Audit and Finance Committee shows there are many significant risks to the City from its involvement in this Centenary Commemoration. Included in this is the acquisition and management of new infrastructure, including infrastructure at Mounts Adelaide and Clarence.

When considering infrastructure ownership and management obligations, the City is very aware of the poor experience it has had in whole-of-life asset planning regarding the Albany Entertainment Centre. It has learnt valuable lessons from the experience, and wishes to ensure that any infrastructure the City acquires as part of the Anzac Centenary Commemoration has rigorous business planning underpinning it, and does not become a burden to ratepayers.

The whole-of-asset life issues for high-technology-based buildings such as the proposed Anzac Centenary Centre at Mt Adelaide should not be underestimated. Governance and management models for the assets will need determination. The Federal Government representative on the ACAA Board has stated that the Federal Government has no firm expectations on whether the City will own and operate the Interpretative Centre.

The construction of this building from a project management perspective is a risk, given the considerable challenges in building into the side of Mt Adelaide, an adequate contingency amount for the project is difficult to gauge, and should construction difficulties be encountered, the budget for the construction could escalate quickly and the amount budgeted for could be insufficient.

As the CEO has explained to Council members previously regarding general asset-management, the cost of construction of an asset is usually small, when compared to the whole-of-life operating and depreciation costs of such assets. High-technology infrastructure is usually even more expensive to own and or operate because of the continually changing technology environment. Future ownership and management obligations for the Interpretative Centre must be clarified as a matter of urgency.

The business model of operating the Interpretative Centre and the Mounts Precinct generally MUST be considered NOW. While there is huge opportunity for the City to have a heritage military precinct that is world-class (with the tourism and other economic benefits that that accrues), the design, functionality and broader precinct operating models must be determined, before design and construction is complete. The design of the Interpretative Centre, and particularly ancillary design issues relating to traffic management, pedestrian thoroughfares etc will influence the effectiveness of any operating model.

Further, conversations with the Department of Premier and Cabinet have now commenced regarding funding and managing the Anzac Commemorative Events and associated infrastructure generally.

The Department's senior officer has requested that the City provide the Department with as much information as possible regarding the anticipated challenges and costs of the City's involvement in the Anzac Commemorations. To provide this information, a consultant must be engaged to undertake that work, as the CEO has informed me, the City has no internal capacity to do that work, without ceasing other priority Council requested work. The Department has asked for that information within the next two to three weeks if possible.

Officer's Comment (CEO F James):

I support the reasons provided by the Mayor. If the City does not engage a consultant as a matter of urgency to complete this work before 5 May 2012, the work to be undertaken by the architects for the Anzac Interpretive Centre development will be delayed, and or costs wasted. Knowledge of the operating model for that Centre is essential for the design and construction of the Centre. The timeline for the next step for work by the architects is 10 may 2012. The operating business model for the Centre MUST be considered by Council prior to then.

If this work is not undertaken the city will bear extremely high risk in (possible) further asset ownership and management of the Centre. The City must try to minimise that risk now

ORDINARY COUNCIL MEETING MINUTES

- 17/04/2012

REFER DISCLAIMER

ITEM 16.1: NOTICE OF MOTION BY COUNCILLOR ATTWELL - TO REVOKE PREVIOUS DECISION OF COUNCIL.

NOTICE OF MOTION TO REVOKE A PREVIOUS DECISION OF COUNCIL.

In accordance with Regulation 10 (1b) of the *Local Government (Administration) Regulations 1996*, we the undersigned hereby move to have Item 1.1.1: RESOLUTION 2 -Audit Committee, which was moved at the Ordinary Council Meeting held on 15 November 2011, be revoked.

Name Yvonne Attwell Signature [Signature] Date 12.4.12
Name Robert Sutt Signature [Signature] Date 12-4-12
Name Donna Duff Signature [Signature] Date 12-4-12
Name Vincent Chilesa Signature [Signature] Date 12-4-12
Name Roy Hammond Signature [Signature] Date 12-4-12

ITEM 16.1 REVOCATION MOTION BY COUNCILLOR ATTWELL

VOTING REQUIREMENT : SIMPLE MAJORITY

THAT the Motion resolved at AUDIT COMMITTEE Item 1.1.1: RESOLUTION 2 DATED 15.11.11

1. THAT Council rescinds its previous policies stated below, and delegates to the CEO the authority to rescind or amend any Human Resources (HR) operational policies of the City including:

- a) Operation Human Resources Policy (Adopted by Council 15/05/07)
- b) Customer Service Policy (Adopted by Council 17/03/09)
- c) Code of Conduct (Adopted by Council 21/10/08)
- d) Communications Policy (Adopted by Council 20/07/10)
- e) Elected Member Attendance at Conferences Policy (Adopted by Council 19/12/06)
- f) Legal Representation for Elected Members, Employees and Volunteers Policy (Adopted by Council 14/12/10)
- g) IT System Security and Information Management Policy (Adopted by Council 21/10/08)
- h) Plant and Vehicle Policy (Adopted by Council 17/11/09).
- i) Service Complaint Policy (Adopted by Council 21/08/07)

(Note: All of the above policies were adopted by Council prior to February 2011)

2. THAT Council delegate to the CEO the authority to develop and regularly review new HR operational policies for the City as required.

3. The Council directs the CEO to provide to the Audit and Finance Committee, for its information, a copy of amended or new HR operational policies created under this delegation.

Be REVOKED.

This Motion was withdrawn by Councillor Attwell following discussion within Council. This matter is to be presented for discussion at a Governance Committee meeting.

ITEM 16.2: MOTION

VOTING REQUIREMENT: ABSOLUTE MAJORITY

THAT Item 16.2 be ACCEPTED as an urgent item.

Councillor's Reason:

These policies were presented without explanation as to containment and delegation granted to the CEO. This should not have occurred without knowing what they should be replaced with.

Council should not give such wide ranging delegation without more information.

We need to reinstate the policies and request that changes be submitted to Council for consideration before acceding to change.

ITEM 16.2: MOTION BY COUNCILLOR ATTWELL

VOTING REQUIREMENT: SIMPLE MAJORITY

1. THAT the rescinded HR Policies:

- a. Operational Human Resources Policy (Adopted by Council 15/05/07)
- b. Customer Service Policy (Adopted by Council 17/03/09)
- c. Code of Conduct (Adopted by Council 21/10/08)
- d. Communications Policy (Adopted by Council 20/07/10)
- e. Elected Member Attendance at Conferences Policy (Adopted by Council 19/12/06)
- f. Legal Representation for Elected Members, Employees and Volunteers Policy (Adopted by Council 14/12/10)
- g. IT System Security and Information Management Policy (Adopted by Council 21/10/08)
- h. Plant and Vehicle Policy (Adopted by Council 17/11/09)
- i. Service Complaint Policy (Adopted by Council 21/08/07)

Be REINSTATED.

2. THAT Council directs the CEO to provide to the Audit and Finance Committee, for its consideration, any proposed amendments or new HR operational policies.

ITEM 16.3: MOTIONS BY COUNCILLOR SUTTON

ITEM 16.3: RESOLUTION

VOTING REQUIREMENT: ABSOLUTE MAJORITY

MOVED: COUNCILLOR SUTTON

SECONDED: COUNCILLOR GREGSON

THAT Item 16.3 be ACCEPTED as an urgent item.

**CARRIED 13-0
ABSOLUTE MAJORITY**

ITEM 16.3: MOTION 1 BY COUNCILLOR SUTTON

MOVED: COUNCILLOR SUTTON

SECONDED: COUNCILLOR HAMMOND

**THAT Staff Movements, including name of employee and position, be reported
CONFIDENTIALLY to Council on a monthly basis.**

CARRIED 13-0

ITEM 16.3: MOTION 2 BY COUNCILLOR SUTTON

MOVED: COUNCILLOR SUTTON

SECONDED: COUNCILLOR GREGSON

- 1. All permanent staff who have resigned in the past 12 months, where they are reasonably able to be contacted, and any permanent staff who resign in the future from the City are requested to complete an exit questionnaire developed by the City of Albany HR Manager in conjunction with the Governance Committee.**
- 2. The exit questionnaire will be approved by Council.**
- 3. A copy of that information be provided to the relevant Executive Director, with Councillors being able to discuss exit questionnaires with that Executive Director.**
- 4. A reporting mechanism to Council regarding exit questionnaire information be developed by the City of Albany HR Manager in conjunction with the Governance Committee.**
- 5. The release of that information to any Councillor must be with the consent of the employee.**

CARRIED 12-1

Record of Vote

Against the Motion: Councillor Holden

ITEM 16.3: MOTION 3 BY COUNCILLOR SUTTON

MOVED: COUNCILLOR SUTTON

SECONDED: COUNCILLOR HAMMOND

THAT there be a sixty day moratorium on employment of new staff until the completion of the current budget process.

TIED 6-6

MAYOR EXERCISED HIS CASTING VOTE

LOST 6-7

Record of Vote

For the Motion: Councillors Attwell, Sutton, Hammond, Stocks, Gregson and Dowling

ITEM 16.4: MOTION BY COUNCILLOR HAMMOND

ITEM 16.4: RESOLUTION

VOTING REQUIREMENT: ABSOLUTE MAJORITY

MOVED: COUNCILLOR HAMMOND

SECONDED: COUNCILLOR SUTTON

THAT this item be accepted as an urgent item.

**CARRIED 13-0
ABSOLUTE MAJORITY**

ITEM 16.4: MOTION BY COUNCILLOR HAMMOND

MOVED: COUNCILLOR HAMMOND

SECONDED: COUNCILLOR SUTTON

THAT the Governance Committee establish a Complaints Panel as soon as practicable prior to the next Ordinary Council Meeting in order to facilitate and specifically consider any behavioural issues arising in the workplace that may be characterised as discriminatory, harassment or bullying.

CARRIED 13-0

ITEM 16.5: URGENT BUSINESS APPROVED BY THE MEETING

ITEM 16.5: MOTION

**MOVED: COUNCILLOR BOWLES
SECONDED: COUNCILOR DOWLING**

THAT the meeting go behind closed doors.

CARRIED 13-0

ITEM 16.5: MOTION

**MOVED COUNCILLOR CALLEJA
SECONDED: COUNCILLOR GREGSON**

THAT Standing Order 5.7- Order of Debate, be SUSPENDED to allow discussion

ITEM 16.5: MOTION

**MOVED: COUNCILLOR HORTIN
SECONDED: COUNCILLOR DOWLING**

THAT the meeting come out from behind closed doors.

CARRIED 13-0

ITEM 16.5: MOTION

**MOVED: COUNCILLOR ATWELL
SECONDED: COUNCILLOR SUTTON**

THAT Standing Order 5.7-Order of Debate, be RESUMED.

CARRIED 13-0

ITEM 16.5: RESOLUTION

MOVED: COUNCILLOR CALLEJA

SECONDED: COUNCILLOR BOWLES

THAT in accordance with the Council Policy and Procedures-Handling of Complaints By or Against the CEO, Council will appoint:

- 1. An independent assessor, Henderson, Power and Associates, to investigate and assess the current allegations made against the CEO of the City of Albany which has recently been received by the Mayor, Dennis Wellington, on April 5.**
- 2. An independent panel, as recommended by the Department of Local Government, of two former or current Mayors to be made available to the appointed assessor to report the outcomes of the investigations.**
- 3. Outcomes and recommendations regarding appropriate actions from this complaint will be required to be reported to Council, the CEO and the complainant.**

CARRIED 13-0

XVII. REQUEST FOR REPORTS FOR FUTURE CONSIDERATION.

XVIII. ANNOUNCEMENT OF NOTICES OF MOTION TO BE DEALT WITH AT THE NEXT MEETING.

XIX. ITEMS TO BE DEALT WITH WHILE THE MEETING IS CLOSED TO MEMBERS OF THE PUBLIC

XX. NEXT ORDINARY MEETING DATE

Tuesday 15 May 2012

XXI. CLOSURE OF MEETING

ITEM 21.0: MOTION

MOVED: COUNCILLOR HOLDEN

SECONDED: COUNCILLOR DUFTY

THAT Standing Order 3.1 be RESUMED to stop recording of proceedings.

CARRIED 13-0

There being no further business the Presiding Member declared the meeting closed.



Dennis W Wellington
MAYOR

**STATUS REPORT ON DEFERRED ITEMS
FROM PREVIOUS MEETINGS**

Meeting Date	Item Number	Details/Status
16/11/2010	2.6	Surrender Lease over Hangar Site 2 at Albany Airport. REQUIRES FURTHER CONSIDERATION BY COUNCIL PENDING THE COMPLETION OF THE AIRPORT MASTERPLAN/BUSINESS PLAN.
19/04/2011	4.7	Audit Committee Recommendations. That Council request the Chief Executive Officer to further review the investment of Surplus Funds Policy through the Finance Strategy Committee, prior to recommendation to Council. PENDING. - AWAITING DEVELOPMENT OF FIVE YEAR (FINANCE) PLAN.

APPENDIX B

TABLED DOCUMENTS

NAME	REFERENCE	FILE
Mrs Vicki Savage	Local Planning Scheme	GO.COM.3

TABLED DOCUMENTS BY ELECTED MEMBERS

NAME	REFERENCE	FILE
Mayor Wellington	Mayors Report	GO.COM.3
Councillor Attwell	Deputy Mayors Report	GO.COM.3

TABLED DOCUMENTS BY STAFF

NAME	REFERENCE	FILE
	NIL	

TABLED ADDRESS BY COUNCILLOR DUFTY

17/4/2012

It is with considerable disappointment and sadness that we acknowledge the former Acting E.D Corporate Services and Manager Finance Pamela Wignall will be leaving the employ of the City.

During the past 4 years Pam Wignall has made a mammoth positive contribution, during which time she has endured a great deal and in the process earned the respect of staff, councillors, business community and ratepayers alike.

She has exhibited the highest level of professionalism, competence, judgement and dedication and unblemished integrity throughout her tenure in office.

Her departure is most regrettable and will impact greatly"

Signed

			
Crs Y. Atwell	D.Bostock	S.Bowles.	N. Callejah
			
D. Duffy	C.Dowling	R. Hammond	A.Hortin
			
C. Holden	R.Sutton	G.Stocks	G. Gregson.

MAYORS REPORT

MAYOR'S REPORT TO COUNCIL

TUESDAY, 17 APRIL 2012

Councillors, Staff, members of the public.....

Below is a brief summary of Mayoral Office activities since the last Ordinary Council Meeting held on 20 March 2012:

- Heritage Council Skywest Lecture – speaker and panel member and subsequent meeting with senior Heritage Council representatives.
- Congratulations and thanks to the staff and Councillors involved in the planning and running of the Great Southern Staff Forum hosted by the City of Albany, which included delegates from the City of Albany, other Local Governments in the region and private enterprise.
- Emu Point Coastal Erosion Working Group Meeting.
- Opening of the new Van Eyk Unit (an addition to Friendship House) by the Rotary Club of Albany East.
- Netball State round
- Great Southern Institute of Technology Awards Night.
- Albany Chamber of Commerce and Industry Awards presentation evening. Congratulations to not just the winners but to all those who became involved and made it such a successful evening.
- Albany Basketball Grand Finals and prize presentations at the ALAC as a guest of the Albany Basketball Association.
- Albany Art Prize opening.
- Meetings with the Shadow Minister for Transport, Hon. Ken Travers MLC and Local Member Mr Peter Watson MLA - a number of issues of importance to the future development of Albany were raised.
- Met with Jennifer O'Neil of the UWA Albany Centre and also with senior officials of Silver Chain - both meetings centered around our respective organizations and opportunities to work together on issues of mutual benefit to Albany.
- Vancouver Arts Centre Centennial Art Prize Opening.
- Albany Soapbox Championships 50th Anniversary race meet opening.
- XXXX Gold Albany Cup as a guest of the Albany Racing Club.
- Members of Council hosted a sundowner with representatives of the Albany media.
- Opening of the new Bethany Funeral Home premises.
- Albany Rifle Club Annual Trophy Awards Night and Dinner
- CEO and I met in Perth with Mr Richard May, advisor to the Premier, regarding State Government involvement in the Centenary of ANZAC commemorations.