

TOWN OF COTTESLOE



ATTACHMENTS

ORDINARY COUNCIL MEETING – 22 SEPTEMBER 2026

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TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.1A: MONTHLY PAYMENT LISTING - AUGUST 2026



109 Broome Street, Cottesloe WA 6011
 PO Box 606, Cottesloe WA 6911
 Telephone: 08 9285 5000
 ABN 19 824 630 520
 Email: town@cottesloe.wa.gov.au Web: www.cottesloe.wa.gov.au
 Office Hours: 8:30am to 4:30pm Monday to Friday

List of Monthly Payments

01 August 2026 to 31 August 2026

Electronic Funds Transfer Payments			
Date	Creditor Name	Invoice Description	Inclusive Amount
14-08-2026	AD Engineering International Pty Ltd	Subscription fees	\$528.00
14-08-2026	Advance Press (2013) Pty Ltd	Printing services - waste calendars	\$3,850.00
14-08-2026	Alsco Pty Ltd	Hygiene services	\$212.07
14-08-2026	AMS Technology Group Pty Ltd	Supply and install air-conditioning parts - two units	\$3,894.55
14-08-2026	Apace Aid Incorporated	Supply native plants	\$4,948.69
14-08-2026	Arbor Carbon	Arboricultural Services	\$1,980.00
14-08-2026	ATI-Mirage Training and Business Solutions Pty Ltd	Training course - PRIS	\$5,082.00
10-08-2026	Australia Day Council of WA Inc.	Subscription fees	\$836.00
10-08-2026	Australia Post	Daily mail delivery collection services	\$2,586.03
10-08-2026	A Zahran	Partial refund: Venue hire	\$3,780.00
10-08-2026	Boatshed Market Pty Ltd	Catering services	\$1,105.00
14-08-2026	Boatshed Market Pty Ltd	Catering services	\$425.00
14-08-2026	Bob Jane T-Mart	Supply and fit tyres	\$318.00
21-08-2026	Bob Jane T-Mart	Supply and fit tyres	\$1,780.00
14-08-2026	Boral Construction Materials Group Ltd	Supply asphalt	\$532.62
14-08-2026	Briteshine Cleaning & Maintenance Services Pty Ltd	Supply public facility consumables	\$1,410.80
14-08-2026	Buffie S Punch	Workshop	\$880.00
10-08-2026	Bug Busters	Pest treatment services	\$253.00
14-08-2026	Bunnings Group Ltd	Various items	\$2,204.79
21-08-2026	Bunnings Group Ltd	Various hardware items	\$31.39
10-08-2026	Burgess Rawson (WA) Pty Ltd	Carpark rental fees - Railway & Brixton Streets - quarterly payment	\$16,862.44
21-08-2026	Burgess Rawson (WA) Pty Ltd	Carpark rental fees - Railway & Brixton Streets - quarterly payment	\$16,500.00
10-08-2026	Cat Welfare Society Inc	Adoption report	\$11.00
21-08-2026	Cottesloe Boardriders Club Inc	Community donations grant	\$3,500.00
14-08-2026	D U Electrical Pty Ltd	Supply and install a flow-meter & a soft starter	\$3,474.90
14-08-2026	Datacom Solutions (AU) Pty Ltd	Software fees	\$8,537.36
14-08-2026	David Gray & Co Pty Ltd	Supply bins	\$556.60
10-08-2026	Department of Transport and Major Infrastructure	Disclosure of information fees	\$1,994.10
14-08-2026	DFS Industrial & Environmental Services Pty Ltd	Street sweeping and educting services	\$11,151.25
21-08-2026	DFS Industrial & Environmental Services Pty Ltd	Drain cleaning services	\$2,770.35

Electronic Funds Transfer Payments				
Date	Creditor Name	Invoice Description	Inclusive Amount	
14-08-2026	Diamond Hire	Cherry picker hire	\$400.00	
21-08-2026	Diamond Hire	Cherry picker hire	\$374.00	
14-08-2026	E Group Holdings Pty Ltd	Fire detection systems routine maintenance	\$232.65	
10-08-2026	Electricity Generation and Retail Corporation	Electricity costs	\$528.24	
21-08-2026	Electricity Generation and Retail Corporation	Electricity costs	\$20,477.47	
14-08-2026	Filippone, John Frank	Subscription fees	\$679.25	
14-08-2026	FJ Fitz & Co Pty Ltd	Asphalt repairs - various locations	\$8,888.00	
21-08-2026	FJ Fitz & Co Pty Ltd	Asphalt repairs - 99 Marine Parade	\$1,155.00	
14-08-2026	Forestvale Trees Pty Ltd	Supply trees	\$1,632.40	
14-08-2026	Galvins Plumbing Supplies	Supply plumbing parts	\$366.69	
14-08-2026	Gas Assets Pty Ltd	Turf maintenance services	\$605.00	
21-08-2026	Gas Assets Pty Ltd	Turf maintenance services	\$577.50	
14-08-2026	Go2 Group Pty Ltd	Refund - duplicate payment	\$861.16	
14-08-2026	Green Skills Inc.	Revegetation works - 3,300 plants and mulch	\$14,400.51	
14-08-2026	Greenshed Pty Limited	Turf maintenance services	\$2,117.50	
14-08-2026	Hays Specialist Recruitment (Australia) Pty Limited	Temporary staff - outdoors	\$7,676.18	
21-08-2026	Hays Specialist Recruitment (Australia) Pty Limited	Temporary staff - outdoors	\$9,185.86	
14-08-2026	Helene Pty Ltd	Temporary staff - planning and engineering	\$11,617.74	
14-08-2026	IPN Medical Centres Pty Ltd	Pre-employment medical	\$242.00	
21-08-2026	IPN Medical Centres Pty Ltd	Pre-employment medical	\$165.00	
21-08-2026	J Wieland	Event bond refund	\$200.00	
14-08-2026	Kennedy's (Australasia) Partnership	Legal services - Office of the CEO	\$2,976.05	
21-08-2026	Kerb 2 Kerb Concreting Pty Ltd	Replace concrete - crossover and footpath	\$4,510.00	
10-08-2026	Landgate - VGO	Gross rental valuations	\$528.26	
21-08-2026	LGIS	July - December 2026 insurance and work cover expenses	\$225,890.51	
14-08-2026	Luxworks Traffic Control and Management Pty Ltd	Traffic management plan services	\$834.90	
14-08-2026	Mackie Plumbing and Gas Pty Ltd	Plumbing services	\$176.36	
14-08-2026	Managed IT Pty Ltd	IT services and licences	\$78,772.75	
21-08-2026	Managed IT Pty Ltd	IT services and licences	\$16,858.07	
21-08-2026	Market Creations Agency Pty Ltd	Subscription fees	\$16,214.00	
10-08-2026	Mcleods Lawyers Pty Ltd	Legal services - Property and Local Law advice	\$1,203.51	
21-08-2026	Mcleods Lawyers Pty Ltd	Legal services - Property and advertising advice	\$3,293.40	
10-08-2026	Metrowest Service Pty Ltd	Electrical services	\$238.70	
14-08-2026	Metrowest Service Pty Ltd	Electrical services	\$581.26	
14-08-2026	Michael Page International (Australia) Pty. Limited	Temporary staff - finance	\$5,207.19	
21-08-2026	Michael Page International (Australia) Pty. Limited	Temporary staff - finance	\$3,471.46	
14-08-2026	My Business App Pty Ltd	Licence fees	\$11,033.00	
14-08-2026	Nu-Trac Rural Contracting	Beach cleaning services	\$3,927.00	
14-08-2026	Oncall Plumbing & Gas Pty Ltd	Plumbing services	\$1,705.00	
14-08-2026	Paperbark Technologies Pty Ltd	Arboricultural report	\$550.00	
21-08-2026	Perth Irrigation Centre	Irrigations parts	\$3.30	

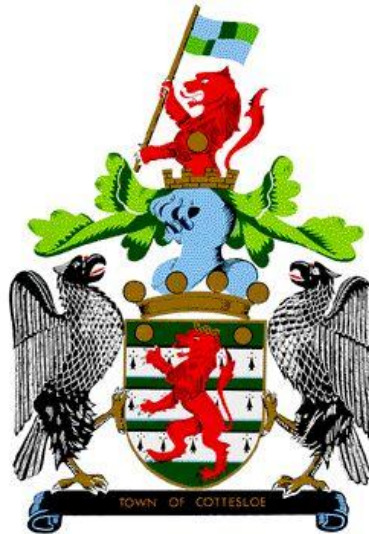
Electronic Funds Transfer Payments			
Date	Creditor Name	Invoice Description	Inclusive Amount
14-08-2026	Perth Region NRM	Project management services	\$8,250.00
21-08-2026	Pretzos Holdings Pty Ltd	Utility vehicle - supply and replace part	\$743.50
21-08-2026	Proficiency Group Pty Ltd	Records management system - annual maintenance fee	\$32,051.73
14-08-2026	Quadiant Finance Australia Pty Ltd	Folding machine hire	\$657.80
14-08-2026	Quito Pty Ltd Atf Quito Unit Trust	Supply plants	\$591.15
14-08-2026	Relationships Australia Western Australia Incorporated	Counselling services	\$242.00
10-08-2026	Roads 2000 Pty Ltd	Low Cost Urban Road Safety Project (Broome & Marmion St)	\$572,436.07
14-08-2026	Securex Pty Ltd	Security and alarm monitoring services	\$171.60
21-08-2026	Securex Pty Ltd	Security and alarm monitoring services	\$171.60
21-08-2026	Shire Of Peppermint Grove	The Grove Library contributions	\$31,075.00
14-08-2026	Spectur Limited	Security system - upgrade battery	\$1,045.00
14-08-2026	Stone Supplies WA Pty Ltd	Supply sand and lawn mix	\$444.24
21-08-2026	Stone Supplies WA Pty Ltd	Supply landscape gravel	\$81.90
14-08-2026	Storite Equipment Pty Ltd	Annual pellet racking audit	\$429.00
14-08-2026	Superior Nominees Pty Ltd	Supply outdoor park bench & fasteners	\$2,124.10
10-08-2026	Talis Consultants Pty Ltd	Consultancy services - Public Place Bin Review	\$4,215.75
21-08-2026	Technology One Ltd	Subscription fees	\$4,459.10
10-08-2026	Telstra Limited	Communication services	\$1,943.28
14-08-2026	Telstra Limited	Communication services	\$79.98
10-08-2026	The Trustee for AJ Loo Investments Family Trust	Catering services	\$306.90
14-08-2026	The Trustee for Downundr Trust	Stump grinding services	\$715.00
14-08-2026	The Trustee for Major Motors Unit Trust	Safety inspections - two trucks	\$330.00
21-08-2026	The Trustee for Major Motors Unit Trust	Service & Safety inspections - two trucks	\$568.70
10-08-2026	The Trustee for The Maward Unit Trust	Signage services	\$350.00
14-08-2026	The Trustee for The Maward Unit Trust	Signage services	\$137.50
14-08-2026	The Trustee for The Reid Family Trust	Window cleaning services	\$521.00
14-08-2026	The Trustee for WRS Trust	Supply bins	\$4,134.99
14-08-2026	T-Quip	Supply mechanical parts	\$484.85
14-08-2026	Trustee for Parakletos Family Trust	Small plant repair services	\$457.80
21-08-2026	Trustee for Parakletos Family Trust	Supply small plant parts	\$555.00
14-08-2026	Ultimo Catering & Events Pty Ltd	Catering services	\$654.90
14-08-2026	Valrose Pty Ltd	ERP project management services	\$9,158.89
10-08-2026	Water Corporation	Water supply and service	\$35.05
14-08-2026	Western Australian Local Government Association	Training course - ARIC members	\$1,430.00
21-08-2026	Western Australian Local Government Association	Annual subscription fees	\$32,384.70
14-08-2026	Western Metropolitan Regional Council	Service delivery charge (6 months) and waste disposal charges	\$207,993.71
21-08-2026	Western Metropolitan Regional Council	Waste disposal charges	\$16,313.55
21-08-2026	Western Tree Surgeon Pty Ltd	Tree pruning and bracing services - three trees	\$5,610.00
14-08-2026	Winc Australia Pty Limited	General office stationery supplies and consumables	\$1,393.17
21-08-2026	Zip Heaters (Aust) Pty Ltd	Hydro-tap repair services	\$541.50
Electronic Funds Transfer Total			\$1,507,642.82

Credit Card Payments			
30 June 2026 to 28 July 2026			
03-08-2026	Directorate -Corporate & Community Services		
	Adobe	Software licence charges	\$1,145.83
	Bakers Delight - Mosman Park	Catering services	\$44.66
	Coles - Mosman Park	Catering services	\$22.95
	Daisies Cottesloe	Gift vouchers - staff event	\$40.79
	intuit Mailchimp	Software licence charges	\$87.69
	Local Government Professionals Australia	Induction course	\$630.00
	Starlink	Internet services	\$150.00
	NAB	Card fee	\$9.00
	Directorate - Engineering		
	Bob Jane T-Mart	Supply and fit new tyre - SUV	\$369.00
	Bunnings - Bibra Lake	Miscellaneous items	\$126.27
	Landgate	Search fees	\$33.90
	Melville Toyota	Vehicle Service - SUV	\$756.28
	Red Hill Waste Facility	Whale carcass disposal	\$360.60
	Rosher (E & M J Rosher Pty Ltd)	Beach buggy - alternator part and airfreight charges	\$673.66
	Stone Set	Resin bound paving kit	\$483.66
	NAB	Card fee	\$9.00
	Executive Services Officer - Development & Regulatory Services		
	BDO Furniture	Office furniture	\$363.59
	Boatshed	Food sampling compliance inspection - testing	\$11.99
	Peppermint Grove Bakery	Catering supplies	\$50.50
	Illion Tenderlink	Advertising services	\$177.10
	NAB	Card fee	\$9.00
Credit Card Total			\$5,555.47

Shell Fuel Card - July 2026			
Date	Viva Energy Australia Pty Ltd	Vehicle registration	Inclusive Amount
21/08/2026	Card number 11066565	Fuel purchases - 1HOH345	\$523.99
	Card number 11066571	Fuel purchases - 1HRH174	\$133.46
	Card number 11066576	Fuel purchases - 1HVS060	\$228.47
	Card number 11066580	Fuel purchases - 1HZM771	\$511.56
	Card number 11591684	Fuel purchases - 1IOM312	\$360.15
	Card number 11075428	Fuel purchases - 1GIZ365	\$303.52
	Card number 11066560	Fuel purchases - 1GVU588	\$300.08
	Card number 11066559	Fuel purchases - 1GXJ065	\$589.59
	Card number 11075430	Fuel purchases - 1HIY954	\$202.88
	Card number 11102758	Fuel purchases - 1HRG905	\$379.39
	Card number 11066581	Fuel purchases - 1HTF613	\$249.68
	Card number 11075431	Fuel purchases - 1HWK612	\$531.34
	Card number 11066556	Fuel purchases - 1HWL927	\$556.74

Shell Fuel Card - July 2026			
Date	Viva Energy Australia Pty Ltd	Vehicle registration	Inclusive Amount
	Card number 11075433	Fuel purchases - 1IGH329	\$371.18
	Card number 11252987	Fuel purchases - 1IKR539	\$89.91
	Card number 11480573	Fuel purchases - 1IPU312	\$321.74
	Card number 11651809	Fuel purchases - 1ITI031	\$240.66
	Card number 11719441	Fuel purchases - 1IVB729	\$474.82
	Card number 11879986	Fuel purchases - 1IYO501	\$470.56
	Card number 11066577	Fuel purchases - DIESEL	\$166.21
	Card number 11066569	Fuel purchases - PETROL	\$193.57
Fuel Card Total			\$7,199.50
Other Payments (including Direct Debits)			
Date	Creditor Name	Invoice Description	Inclusive Amount
03-08-2026	BPAY	National charge	\$10,060.15
31-08-2026	BPAY	National charge	\$76.16
17-08-2026	BPOINT	Transfer fees	\$30.14
03-08-2026	Commonwealth Bank of Australia	Merchant bank fee - July 2026	\$49.89
03-08-2026	Fines Enforcement Registry	FER expenses	\$3,439.00
03-08-2026	Fines Enforcement Registry	FER expenses	\$90.50
12-08-2026	National Australia Bank	Account fees	\$7.50
31-08-2026	National Australia Bank	Merchant fees - August 2026	\$421.51
31-08-2026	National Australia Bank	Merchant fees - August 2026	\$96.01
31-08-2026	National Australia Bank	Connect fees	\$22.14
17-08-2026	Superchoice	Superannuation payment	\$51,070.12
17-08-2026	Superchoice	Superannuation payment	\$946.68
28-08-2026	Superchoice	Superannuation payment	\$51,599.57
13-08-2026	Town of Cottesloe	Payroll - salaries and wages	\$309,785.78
17-08-2026	Town of Cottesloe	Payroll - salaries and wages	\$280.85
27-08-2026	Town of Cottesloe	Payroll - salaries and wages	\$262,663.65
07-08-2026	WA Treasury Corporation	Government Guarantee fee - Loan 107 and 108 - period ending 30 June 2026	\$5,875.29
Other Payments Total \$			696,514.94
TOTAL \$			2,216,912.73

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.2A:
FINANCIAL REPORT FOR PERIOD ENDING 31 JULY
2026**

TOWN OF COTTESLOE**FINANCIAL REPORT**

(Containing the required statement of financial activity and statement of financial position)

For the period ended 31 July 2026

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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TOWN OF COTTESLOE
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

Note	Amended Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
OPERATING ACTIVITIES						
Revenue from operating activities						
General rates	12,382,064	12,617,163	12,617,163	(0)	(0.00%)	
Rates excluding general rates	357,300	0	0	0	0.00%	
Grants, subsidies and contributions	607,800	50,650	120,000	69,350	136.92%	▲
Fees and charges	6,210,350	517,529	2,964,497	2,446,968	472.82%	▲
Interest revenue	990,810	1,250	2,713	1,463	117.04%	
Other revenue	60,000	5,000	28,406	23,406	468.12%	
	20,608,324	13,191,593	15,732,779	2,541,186	19.26%	
Expenditure from operating activities						
Employee costs	(8,726,929)	(727,244)	(756,377)	(29,133)	(4.01%)	
Materials and contracts	(8,907,715)	(549,974)	(590,777)	(40,803)	(7.42%)	
Utility charges	(319,000)	(26,583)	(4,286)	22,297	83.88%	
Depreciation	(3,391,568)	(282,631)	0	282,631	100.00%	▲
Finance costs	(116,638)	(9,720)	(6,262)	3,458	35.58%	
Insurance	(270,800)	(28,800)	(130,105)	(101,305)	(351.75%)	▼
Other expenditure	(541,392)	(9,004)	(10,446)	(1,442)	(16.02%)	
	(22,274,042)	(1,633,956)	(1,498,253)	135,703	8.31%	
Depreciation excluded from operating activities	3,391,568	282,631	0	(282,631)	(100.00%)	▼
Amount attributable to operating activities	1,725,850	11,840,267	14,234,526	2,394,259	20.22%	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	4,736,000	394,667	339,645	(55,022)	(13.94%)	
Proceeds from disposal of assets	138,000	0	0	0	0.00%	
	4,874,000	394,667	339,645	(55,022)	(13.94%)	
Outflows from investing activities						
Payments for property, plant and equipment	(4,969,500)	(14,958)	0	14,958	100.00%	
Payments for construction of infrastructure	(3,075,000)	(256,250)	(440,891)	(184,641)	(72.05%)	▼
	(8,044,500)	(271,208)	(440,891)	(169,683)	(62.57%)	
Amount attributable to investing activities	(3,170,500)	123,458	(101,246)	(224,704)	(182.01%)	
FINANCING ACTIVITIES						
Inflows from financing activities						
Proceeds from new borrowings	250,000	0	0	0	0.00%	
Transfer from reserves	1,661,500	0	0	0	0.00%	
	1,911,500	0	0	0	0.00%	
Outflows from financing activities						
Payments for principal portion of lease liabilities	(92,376)	0	0	0	0.00%	
Repayment of borrowings	(362,663)	0	0	0	0.00%	
Transfer to reserves	(731,811)	0	0	0	0.00%	
	(1,186,850)	0	0	0	0.00%	
Amount attributable to financing activities	724,650	0	0	0	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 720,000	720,000	1,673,533	953,533	132.44%	▲
Amount attributable to operating activities	1,725,850	11,840,267	14,234,526	2,394,259	20.22%	▲
Amount attributable to investing activities	(3,170,500)	123,458	(101,246)	(224,704)	(182.01%)	▼
Amount attributable to financing activities	724,650	0	0	0	0.00%	
Surplus or deficit after imposition of general rates	0	12,683,726	15,806,813	3,123,087	24.62%	▲

KEY INFORMATION

- ▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data outside the adopted materiality threshold.
 ▲ Indicates a variance with a positive impact on the financial position.
 ▼ Indicates a variance with a negative impact on the financial position.
 Refer to Note 3 for an explanation of the reasons for the variance.

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

TOWN OF COTTESLOE
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 JULY 2026

	Actual 30 June 2026 \$	Actual as at 31 July 2026 \$
CURRENT ASSETS		
Cash and cash equivalents	9,859,241	9,749,898
Trade and other receivables	5,136,576	19,580,521
Other financial assets	872,907	72,907
Inventories	8,920	8,920
Other assets	195,681	113,098
TOTAL CURRENT ASSETS	16,073,325	29,525,344
NON-CURRENT ASSETS		
Trade and other receivables	319,978	192,664
Other financial assets	119,429	119,429
Investment in associate	765,542	765,542
Property, plant and equipment	74,246,646	74,246,646
Infrastructure	70,789,275	71,230,165
Right-of-use assets	1,110,745	1,110,745
TOTAL NON-CURRENT ASSETS	147,351,615	147,665,191
TOTAL ASSETS	163,424,940	177,190,535
CURRENT LIABILITIES		
Trade and other payables	5,460,189	4,278,583
Lease liabilities	58,514	58,514
Borrowings	362,663	362,663
Employee related provisions	1,774,851	1,828,061
TOTAL CURRENT LIABILITIES	7,656,217	6,527,821
NON-CURRENT LIABILITIES		
Lease liabilities	1,185,309	1,185,309
Borrowings	1,015,130	1,015,130
Employee related provisions	132,611	132,611
TOTAL NON-CURRENT LIABILITIES	2,333,050	2,333,050
TOTAL LIABILITIES	9,989,267	8,860,871
NET ASSETS	153,435,674	168,329,664
EQUITY		
Retained surplus	28,590,221	43,484,211
Reserve accounts	8,341,980	8,341,980
Revaluation surplus	116,503,473	116,503,473
TOTAL EQUITY	153,435,674	168,329,664

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

TOWN OF COTTESLOE
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2026

2 NET CURRENT ASSETS INFORMATION

	Adopted Budget Opening 1 July 2026	Actual as at 30 June 2026	Actual as at 31 July 2026
Note	\$	\$	\$
(a) Net current assets used in the Statement of Financial Activity			
Current assets			
Cash and cash equivalents	5,698,311	9,859,241	9,749,898
Trade and other receivables	1,654,000	5,136,576	19,580,521
Other financial assets	3,890,000	872,907	72,907
Inventories	9,000	8,920	8,920
Other assets	1,152,890	195,681	113,098
	12,404,201	16,073,325	29,525,344
Less: current liabilities			
Trade and other payables	(4,396,000)	(5,460,189)	(4,278,583)
Lease liabilities	20,762	(58,514)	(58,514)
Borrowings	(250,000)	(362,663)	(362,663)
Employee related provisions	(1,493,764)	(1,774,851)	(1,828,061)
	(6,119,002)	(7,656,217)	(6,527,821)
Net current assets	6,285,199	8,417,108	22,997,523
Less: Total adjustments to net current assets	2(b) (6,285,199)	(6,743,575)	(7,190,710)
Closing funding surplus / (deficit)	0	1,673,533	15,806,813
(b) Current assets and liabilities excluded from budgeted deficiency			
Adjustments to net current assets			
Less: Reserve accounts	(7,706,513)	(8,341,980)	(8,341,980)
Less: Financial assets at amortised cost - self supporting loans		(72,907)	(72,907)
Less: Current assets not expected to be received at end of year	(351,034)		
- Current financial assets at amortised cost - self supporting loans			
- Rates receivable			(610,200)
Add: Current liabilities not expected to be cleared at the end of the year			
- Current portion of lease liabilities	(20,762)	58,514	58,514
- Current portion of borrowings	250,000	362,663	362,663
- Current portion of contract liability held in reserve	0	161,515	
- Current portion of employee benefit provisions held in reserve	1,543,110	1,088,620	1,413,200
Total adjustments to net current assets	2(a) (6,285,199)	(6,743,575)	(7,190,710)

CURRENT AND NON-CURRENT CLASSIFICATION

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

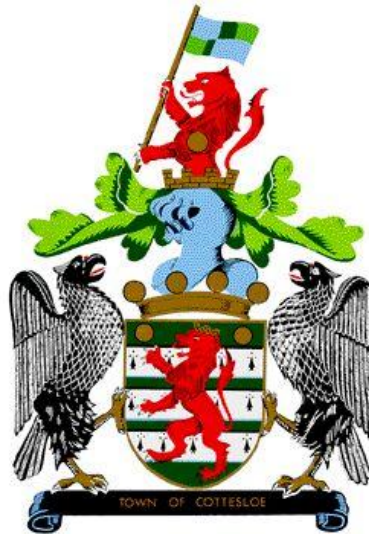
AASB 101.10(e) **TOWN OF COTTESLOE**
AASB 101.51 **NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**
AASB 101.112 **FOR THE PERIOD ENDED 31 JULY 2026**

FM Reg 34 (2)(b) **2 EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.
The material variance adopted by Council for the 2026-27 year is \$25,000 and 15.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
Revenue from operating activities			
Grants, subsidies and contributions	69,350	136.92%	▲
PSHB grant for \$120,000 recieved earlier than budgeted		Timing	
Fees and charges	2,446,968	472.82%	▲
Annual waste charges, from rates issue, posted in July, phased evenly		Timing	
Expenditure from operating activities			
Depreciation	282,631	100.00%	▲
Assets transactions are on hold until after audit is concluded		Timing	
Insurance	(101,305)	(351.75%)	▼
First insurance payment budgeted in August, paid in July, timing only		Timing	
Depreciation excluded from operating activities	(282,631)	(100.00%)	▼
Assets transactions are on hold until after audit is concluded		Timing	
Outflows from investing activities			
Payments for construction of infrastructure	(184,641)	(72.05%)	▼
Payments are over budget due to carried forward works on Low Cost Urban Road Safety works, currently unbudgeted until carried forward works are brought in by budget amendment.		Timing	
Surplus or deficit at the start of the financial year	953,533	132.44%	▲
While the Town is still processing 2025/26 EOFY journals, the surplus will continue to change. The significant surplus will reduce once approved Reserve transfers have been done.		Timing	
Surplus or deficit after imposition of general rates	3,123,087	24.62%	▲

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.3A: DRAFT COMMUNITY PARTNERSHIP POLICY 2026

Community Partnership Policy



1. Purpose

Council supports community organisations, not-for-profit groups, sporting clubs and community initiatives through financial and in-kind assistance.

This policy:

- Supports initiatives that deliver measurable benefits to the Cottesloe community;
- Fosters partnerships between the Town and community organisations;
- Aligns funding and support with the Council Plan 2023-2033;
- Encourages innovation, inclusion, participation and community wellbeing;
- Promotes recognition of the Town's contribution to community initiatives; and
- Ensures equitable, accountable and transparent allocation of Council resources.

2. Scope

This policy applies to:

- Community organisations;
- Not-For-Profit organisations;
- Incorporated Associations;
- Sporting and recreation clubs;
- Educational, cultural and environmental groups; and
- Organisations delivering programs, events or initiatives benefiting the Cottesloe community.

This policy extends to:

- Financial grants;
- Donations;
- Sponsorship arrangements;
- In-kind support;
- Waiver or reduction of Town fees and charges, done through delegated authority; and
- Use of Town facilities, equipment or resources.

This policy does not apply to:

- Private individuals;
- Commercial or for-profit organisations;
- Political organisations or campaigns; and
- Requests for retrospective funding.

3. Policy Statement

Council recognises the important role community organisations, volunteers and local partnerships play in creating a connected, inclusive and vibrant community.

Council is committed to supporting initiatives that align with the Council Plan 2023-2033 and contribute to positive social, environmental, cultural, recreational and economic outcomes for the community.

A partnership approach is taken to community funding that:

- Supports collaboration and shared outcomes;
- Encourages participation from a diverse range of organisations;
- Promotes innovation and community leadership;
- Delivers clear community benefit;
- Provides fair and transparent assessment processes; and
- Ensures responsible and effective use of public funds.

4. Priority Areas

Preference may be given to projects that support the following priority areas:

Funding Category	Eligibility	Overview
Disability Access and Inclusion	Not-for-profit organisations, community groups, sporting clubs, schools and incorporated associations.	Supports projects, programs, events and initiatives that improve accessibility, reduce barriers to participation and promote inclusion for people living with disability, in alignment with the Town's Disability Access and Inclusion Plan.
Reconciliation and Cultural Awareness	Community organisations, Aboriginal and Torres Strait Islander organisations, schools, arts and cultural groups, and incorporated associations.	Supports initiatives that foster reconciliation, cultural awareness, understanding and celebration of Aboriginal and Torres Strait Islander culture, heritage and history, consistent with the Town's Reconciliation Action Plan.
Health and Community Wellbeing	Community organisations, health and wellbeing providers, not-for-profit organisations, sporting clubs and community groups.	Supports programs, events and activities that promote physical, mental and social wellbeing, healthy lifestyles, social connection and community resilience in line with the Town's Public Health Plan and wellbeing objectives.

Funding Category	Eligibility	Overview
Community Participation and Development	Not-for-profit organisations, resident groups, community associations, sporting clubs and volunteer organisations.	Supports initiatives that strengthen community connections, encourage volunteering, improve social inclusion and increase participation in community life, consistent with the Community Development Strategy.
Youth Development and Inclusion	Schools, youth organisations, sporting clubs, community groups and not-for-profit organisations.	Supports programs and initiatives that engage young people, provide leadership and development opportunities, build skills and support youth participation in community life, consistent with the Youth Inclusion Strategy.
Community Events and Partnerships	Community organisations, incorporated associations, sporting clubs, tourism and event organisations and not-for-profit groups.	Supports events, festivals, community activations and partnership opportunities that enhance community connection, attract visitors, celebrate local identity and contribute to economic and social outcomes for the community.
Environmental Sustainability and Climate Action	Environmental groups, schools, community organisations, conservation groups and incorporated associations.	Supports projects that protect and enhance the natural environment, promote sustainable practices, encourage climate action, reduce environmental impacts and improve community awareness of sustainability issues.
Innovative Community Partnerships	Any eligible applicant able to demonstrate alignment with Council priorities and measurable community outcomes.	Supports new and innovative projects that address identified community needs, create partnerships, leverage external funding opportunities and deliver measurable benefits for the Cottesloe community.

5. Eligibility Criteria

Applicants must:

- Be a Not-For-Profit organisation, Incorporated Association or community group;
- Hold insurance cover to the Town's satisfaction;
- Demonstrate community benefit;
- Demonstrate capacity to deliver the proposed project or activity;
- Comply with relevant legislation, approvals and policies;

- Have satisfactorily acquitted any previous Town funding; and
- Demonstrate the proposed project or activity supports Council's strategic priorities.

Preference may be given to organisations that:

- Are local to the Cottesloe district;
- Demonstrate strong community partnerships;
- Provide benefits to Cottesloe residents; and
- Deliver new or innovative initiatives.

Ineligible Applications

Applications will generally not be supported where:

- The applicant is a commercial or profit-making organisation;
- The application relates solely to fundraising activities;
- The activity, event or purchase has already occurred or been completed; and
- The request is related to political purposes;

6. Assessment Criteria

Applications will be assessed against:

Assessment Area	Considerations
Community Benefit	Extent of benefit to residents and visitors
Strategic Alignment	Alignment with Council Plan and Town strategies
Inclusion	Accessibility and participation opportunities
Partnerships	Collaboration with community stakeholders
Financial Capacity	Appropriate budget and value for money
Sustainability	Long-term outcomes and viability
Promotion	Recognition and promotion of the Town's support

The Chief Executive Officer is responsible for implementing this policy and may determine administrative procedures and make operational decisions necessary to give effect to the policy, provided such decisions are consistent with council's intent and applicable legislation.

7. Recipient Obligations

Successful recipients must:

- Use funding for the approved purpose;
- Obtain all required approvals and permits;
- Acknowledge the Town's support in promotional material, where appropriate;
- Submit acquittal and reporting requirements within specified timeframes; and

- Notify the Town of significant project changes.

Council reserves discretion to require repayment of funding where funding conditions are not met.

8. Roles and Responsibilities

Role	Responsibilities
Council	Adopt and review the policy and approve funding allocations where required
Chief Executive Officer	Implementation of the policy
Director Corporate & Community Services	Administer the Community Partnership Program
Relevant Officers	Assess applications, monitor and report outcomes, and manage acquittals

5. Related Documents and References

- *Local Government Act 1995*
- Council Plan 2023-2033
- Local Government (Administration) Regulations 1996

6. Definitions

Term	Definition
Applicant	An organisation, incorporated association, not-for-profit entity, sporting club, community group, educational institution, or other eligible entity that submits an application seeking financial or in-kind support from the Town under this policy.
Community Partnership	A collaborative arrangement between the Town and an eligible organisation to deliver activities, programs, projects, services or events that achieve agreed community outcomes and align with Council's strategic priorities. Community partnerships may include financial contributions, sponsorship, donations, fee waivers, in-kind support, or a combination of these.
Community Organisation	A Not-For-Profit organisation, Incorporated Association, charitable organisation, sporting or recreation club, community group, or similar entity that delivers activities or services for community benefit.
Grant	Financial assistance provided by the Town to support the delivery of a specific project, program, service or initiative that aligns with the objectives of this policy. Grant recipients must deliver agreed outcomes and performance measures and submit an acquittal demonstrating how the funds were spent and the outcomes achieved.

Term	Definition
Donation	A voluntary financial contribution made by the Town to support a charitable, community or humanitarian purpose where no specific service, deliverable, promotional benefit, performance measure or contractual outcome is required in return. Donations are generally one-off contributions and may not require a formal partnership arrangement.
Sponsorship	Financial or in-kind support provided by the Town for a specific event, activity, program or initiative in exchange for agreed promotional, marketing or recognition opportunities. Sponsorship arrangements must provide a clear benefit to the Town and be acquitted at the completion of the activity.
In-Kind Support	Non-financial assistance provided by the Town, including facility hire, equipment, resources, staff assistance, promotional support, or other approved services where no direct payment is made to the recipient.
Fees and Charges	Fees, hire charges, permit costs, bonds and other costs adopted by Council as part of its annual Schedule of Fees and Charges under the <i>Local Government Act 1995</i> .
Acquittal	A report submitted by a recipient demonstrating how financial or in-kind support was used, including evidence of expenditure, project outcomes, participation levels and any agreed performance measures.
Community Benefit	A positive outcome that contributes to the social, cultural, environmental, recreational, economic, health or wellbeing of the Cottesloe community.
Not-for-Profit Organisation	An organisation that operates for community, charitable, cultural, sporting or educational purposes and does not distribute profits or assets to members, directors or shareholders.
Funding Round	A specified application period during which eligible organisations may apply for support under the Community Partnership Program.
Strategic Priorities	The objectives and outcomes identified within the Council Plan 2023-2033 and other adopted Town strategies, plans and policies.

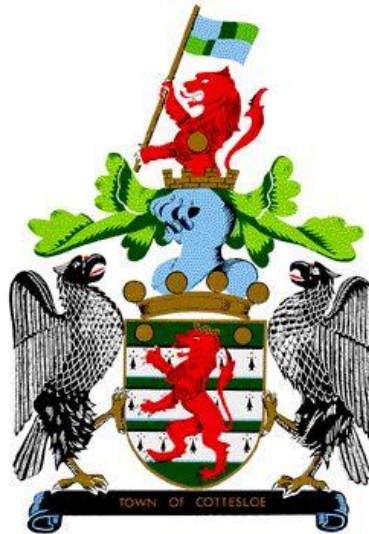
7. Review and Approval

This policy will be reviewed every four years or earlier if required by legislative, strategic or operational changes.

Document Control

Version	Date	Author/Approver	File ref
1.0	September 2026	Council	Example: D25/0001

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.3B: DONATIONS POLICY

Donations Policy



1. Objectives

Encourage independence and self reliance within the community.

2. Principle

Council recognises the value of charitable organisations within our community to assist in the development of appropriate services suited to the community's needs. Council is committed to a positive approach as a corporate citizen and will provide aid to those organisations as is possible within budgetary constraints.

3. Issues

A range of organisations and individuals seek financial assistance from Council annually. Council is not in a position to provide substantial assistance to all requests. Requests are received from organisations which may not be registered charities and from organisations about whom little is known. Requests are received from organisations which may provide limited assistance or be of little relevance to the Cottesloe community.

4. Policy

- a. All applications to be in the form as set out in the attached Schedule.
- b. All applications will be assessed by the Chief Executive Officer in accordance with the criteria set out below.
- c. The Chief Executive Officer may refer applications that meet the criteria set out below to Council.
- d. Donations will be made by Council at its absolute discretion and Council may be guided by the following criteria.

5. Assessment Criteria

Donation requests will not be considered where:

- a. The applicant is a private and for profit organisation or association.
- b. The applicant is an individual person.
- c. The application is in relation to general fundraising.
- d. The application is for funding for conferences and conventions.

Priority will be given where:

- a. The applicant is a registered not for profit organisation and has a base or visible presence in Cottesloe or within the Western Suburbs;
- b. The applicant is a community group based in Cottesloe or has a visible presence within Cottesloe or has significant impact on residents of Cottesloe.
- c. The applicant can demonstrate that the funds will provide some benefit to Cottesloe residents.

- d. The funds are required for a new initiative or significant once off project.
- e. The applicant has not received a donation from Council within the previous two years.
- f. If the donation is for an event entry to the event is free of charge to Cottesloe residents to attend and participate.
- g. The application is made in the financial year prior to the funds being required in time for inclusion in the coming year's budget deliberations.

Adopted	August 1994
Rescinded	26 July 2004
Adopted	August 2004
Expected date of review	

Donations Application



- Donation requests should be made before 1 April each year for funding in the next financial year.
- Priority is given to new initiatives which enhance the lifestyles of those living within the area.
- Previously successful applicant should not assume that funding will always be granted.
- Other sponsorship priorities and eligibilities are listed on an attached sheet.
- The information provided is designed to assist you in making your application for donation and to enable us to efficiently deal with your request.
- The Town can only make grants to organisations with a bank account.

Name of organisation:	
Postal Address:	
Postcode:	
Contact person and position held:	
Phone: (W)	(M)
When was the organisation established?	
Is the organisation not-for-profit? Y/N	Is the organisation a registered association? Y/N
Does the organisation have an ABN number? Y/N If yes, the ABN number:	
Aims of the organisations:	

If the Town of Cottesloe has previously assisted your organisation by either direct donation or by waiving service costs please provide the date, amount and purpose of the previous assistance.

Amount requested from the Town of Cottesloe for this donation: \$
Date when the donation is required:

Project description:

How the project benefit the Cottesloe Community:

Please provide details of whether the project will be ongoing/regular or one off:

Please provide details of how the donation from the Town of Cottesloe will be used:

If there is a cost (including donations) for the Cottesloe community to participate, please provide the amount and details:

Please provide details of what acknowledgement the Town of Cottesloe will receive for its donation:

Please note: should there be insufficient space, please attach any relevant information.

Page 4 of 6

109 Broome Street, Cottesloe WA 6011 | P 9285 5000 | E town@cottesloe.wa.gov.aucottesloe.wa.gov.au

Budget Summary

If appropriate, please attach a detailed budget for the project.

Expenditure

	\$
	\$
	\$
TOTAL EXPENDITURE	\$

Income

Organisations Contribution	\$
	\$
	\$
Box office/entry fees/sales estimates (if appropriate)	
Amount requested from the Town of Cottesloe	
TOTAL INCOME	\$

Donation Agreement

If donation is approved I/the organisation agree:

- To provide the Town of Cottesloe with a tax invoice for the amount granted.
- To present the Town of Cottesloe with a report on the event including a financial report of the sponsorship expenditure, copies of material which feature the Town's logo and a brief assessment of the project's success (Donation's over \$500 only).
- Please notify Council immediately, if the donation amount granted is used differently to what was listed in the application form.

Signed: _____ Date: _____

Please return to: Chief Executive Officer
Town of Cottesloe
109 Broome Street
COTTESLOE WA 6011

Donation Assessment Criteria

Applicants should note that donations will be made at the absolute discretion of Council and that Council may use the following criteria when assessing applications.

Donation requests will not be considered where:

- The applicant is a private and for profit organisation or association.
- The applicant is an individual person.
- The application is in relation to general fundraising.
- The application is for funding for conferences and conventions.

Priority will be given where:

- The applicant is a registered not for profit organisation and has a base or visible presence in Cottesloe or within the Western Suburbs.
- The applicant is a community group based in Cottesloe or has a visible presence within Cottesloe or has a significant impact on residents of Cottesloe.
- The applicant can demonstrate that the funds will provide some benefit to Cottesloe residents.
- The funds are required for a new initiative or significant once off project.
- The applicant has not received a donation from Council within the previous two years.
- If the donation is for an event entry to the event is free of charge to Cottesloe residents to attend and participate.
- The application is made in the financial year prior to the funds being required in time for inclusion in the coming year's budget deliberations.

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.4A: ATTACHMENT A - TOWN OF COTTESLOE DRAFT PUBLIC HEALTH PLAN 2026-2031



Town of Cottesloe

DRAFT PUBLIC HEALTH PLAN 2026 - 2031

A vibrant coastal community with a relaxed lifestyle

DRAFT 09-09-2026

ACKNOWLEDGEMENT OF COUNTRY

2



The Town of Cottesloe acknowledges the Whadjuk Nyoongar people as the traditional custodians of the lands and waters where the Town is situated.

We pay our respects to their Elders past, present, and emerging.

ABOUT THIS PUBLIC HEALTH PLAN

3



About

This Public Health Plan was prepared by the Town of Cottesloe after extended consultations between the Community, Stakeholder Organisations, and Staff members.

Surveys and Workshops were held to identify key Public Health focus areas and address Community concerns. This resulting Public Health Plan aligns with strategic deliverables identified in the Town of Cottesloe Council Plan 2023 - 2033, and is designed to comply with the WA Department of Health State Health Plan Framework 2025 - 2030.

The Town will Lead, Partner, and Advocate to deliver improved Public Health Support and Services and better health outcomes for both our residents, the people who work in our Town, and the people who visit to enjoy our wonderful recreational environment.

Alternate Format

This Public Health Plan can be made available in an alternate format which is consistent with text-to-speech delivery on request.

Acknowledgements

The Town of Cottesloe would like to thank the people and organisations who contributed time and expertise to the development of this Public Health Plan. The Town would also like to thank Mark Chadwick and Barbara de la Hunty for their work on the document.

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MAYOR'S STATEMENT

5



The findings of this report reinforce something many of us see every day across our Cottesloe community: staying active, connected and involved is fundamental to our health and wellbeing.

Whether it is participating in a local sports club, joining a community group, volunteering, attending social activities, or simply making time for regular exercise, these activities play a vital role in building healthier lives.

Just as importantly, strong communities are built on strong connections. Our local clubs, volunteers, community groups and environmental organisations create opportunities for people to come together, build friendships, reduce social isolation and develop a sense of belonging. Research consistently shows that communities with strong social connections are healthier, more resilient and better equipped to support the wellbeing of their residents. [aihw.gov.au]

Across Cottesloe, we are fortunate to have a vibrant coastal community that embraces an active and engaged lifestyle. From sporting and recreation initiatives that encourage healthy living, to the invaluable work of groups such as Cottesloe Coastcare in protecting and enhancing our natural environment, local participation makes a meaningful contribution to the health, wellbeing and liveability of our Town.

This Public Health Plan aligns closely with the Town of Cottesloe's vision and strategic objectives, recognising that public health extends beyond healthcare alone. It is shaped by the places we live, the opportunities we have to be active, the strength of our social connections, access to healthy food, a clean environment, inclusive public spaces and services that support people of all abilities.

Through initiatives such as expanding recreation opportunities, supporting environmental stewardship, strengthening local health protections, and working to better understand our local food environment, we are taking practical steps towards creating a healthier future for our community.

As a Council, we are committed to ensuring Cottesloe remains a safe, inclusive and liveable place for people of all ages. By investing in opportunities for participation, connection and wellbeing, we are not only improving health outcomes today, but helping build a stronger and more vibrant community for generations to come.



OUR VISION & OUR MISSION

6

OUR VISION

A vibrant coastal community with a relaxed lifestyle

OUR MISSION

To preserve and improve Cottesloe's natural and built environment

OUR KEY OBJECTIVES

7

These Public Health Plan **Key Objectives** are based on and framed within the strategic deliverables identified in the Town of Cottesloe Council Plan 2023 - 2033

Our Community

Connected, engaged and accessible

Our Town

Healthy natural environs and infrastructure meeting the needs of our community

Our Prosperity

A vibrant and sustainable place to live, visit and enjoy

Our Leadership and Governance

Strategic leadership providing open and accountable governance



HEALTH IS A FUNDAMENTAL HUMAN RIGHT

WORLD HEALTH ORGANISATION

8



DETERMINANTS OF HEALTH

9

Each day we make decisions about what we will eat, how physically active we will be, and how we nurture our mind and body to be strong and resilient.

Those decisions are affected by many different influences, but key elements are summarised into 5 main points, as illustrated in infographic 1:

- **Biology & Genetics** - which includes our family medical history.
- **Access to Health Services** - which includes related support services such as access to healthy food sources.
- **Physical Environment** - which affects how and where we work, live, and play.
- **Individual Behaviour** - what we enjoy doing vs what we don't enjoy doing, what we're good at vs what we're not good at - leading to choices of employment and recreation.
- **Social Interactions** - how we interact with our family members, friends, co-workers, and our wider community.

Our lifestyle choices, and those elements of our lifestyle which are forced upon us by circumstances beyond our control, all impact our quality of life.

Further, our participation in sports, recreational activities, local interest clubs, volunteering, or just being a support person for a family member or friend can all have positive benefits, not just to our own but also to the health and wellbeing of others.

These elements are known as **Determinants of Health**.



PUBLIC HEALTH IS...

10

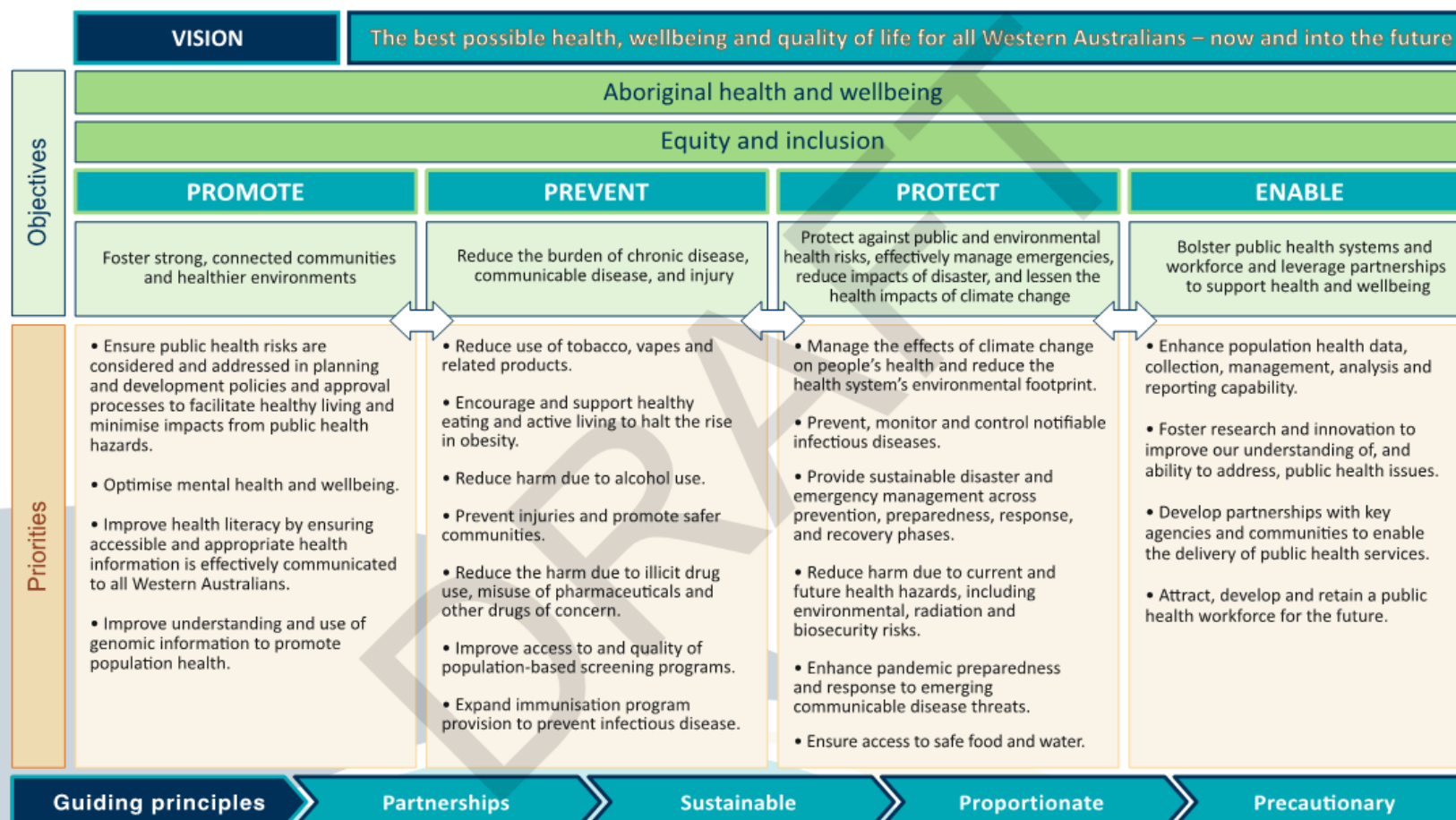
There is a wide range of influences which act to determine and affect the health of individuals and communities. The infographic on the right represents some of these influences, but in reality Public Health is an even more complex scenario, with a myriad influences all impacting on or modifying the effects of other influences.



STATE HEALTH PLAN FRAMEWORK 2025 – 2030

WA DEPARTMENT OF HEALTH

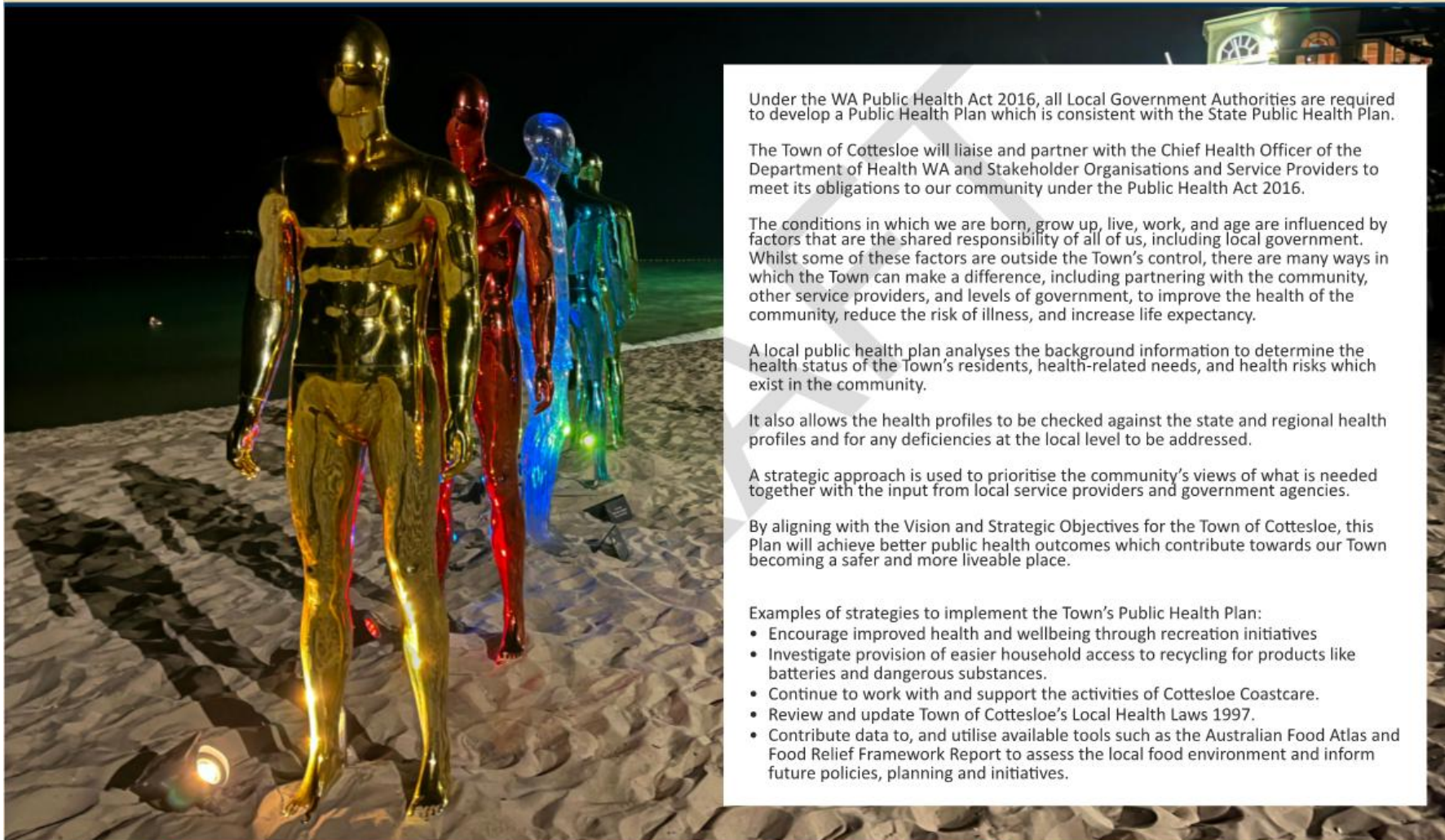
11



Adapted from: State Public Health Plan for Western Australia 2025–2030

WHY PREPARE A PUBLIC HEALTH PLAN?

12



Under the WA Public Health Act 2016, all Local Government Authorities are required to develop a Public Health Plan which is consistent with the State Public Health Plan.

The Town of Cottesloe will liaise and partner with the Chief Health Officer of the Department of Health WA and Stakeholder Organisations and Service Providers to meet its obligations to our community under the Public Health Act 2016.

The conditions in which we are born, grow up, live, work, and age are influenced by factors that are the shared responsibility of all of us, including local government. Whilst some of these factors are outside the Town's control, there are many ways in which the Town can make a difference, including partnering with the community, other service providers, and levels of government, to improve the health of the community, reduce the risk of illness, and increase life expectancy.

A local public health plan analyses the background information to determine the health status of the Town's residents, health-related needs, and health risks which exist in the community.

It also allows the health profiles to be checked against the state and regional health profiles and for any deficiencies at the local level to be addressed.

A strategic approach is used to prioritise the community's views of what is needed together with the input from local service providers and government agencies.

By aligning with the Vision and Strategic Objectives for the Town of Cottesloe, this Plan will achieve better public health outcomes which contribute towards our Town becoming a safer and more liveable place.

Examples of strategies to implement the Town's Public Health Plan:

- Encourage improved health and wellbeing through recreation initiatives
- Investigate provision of easier household access to recycling for products like batteries and dangerous substances.
- Continue to work with and support the activities of Cottesloe Coastcare.
- Review and update Town of Cottesloe's Local Health Laws 1997.
- Contribute data to, and utilise available tools such as the Australian Food Atlas and Food Relief Framework Report to assess the local food environment and inform future policies, planning and initiatives.

METHODOLOGY

13

Development pathway for this Public Health Plan



1. Research

In-depth literature research was conducted across a wide range of information sources to document pertinent, specific health-related data. Analysis of that data was conducted to identify key public health priorities for the Town of Cottesloe.



2. Consult

Surveys were conducted to seek input from both members of the Town of Cottesloe community, and Stakeholder Organisations. A total of 43 community members responded to the survey. Workshops were held to separately engage with Community Members, representatives of Stakeholder Organisations, and Town of Cottesloe staff. Workshops were held on 24 April 2026, with 19 attendees at the community workshop and 13 attendees at the stakeholder workshop. Statistical data and written feedback were collected from the surveys, and this was supplemented with written and verbal feedback documented in the Workshops.



3. Analyse

Statistical analysis of the survey responses was conducted, and the various sources of individual feedback from the Surveys, and group feedback from the Workshops, was collated and analysed to provide insights into the developing Public Health Action Plan for the Town.



4. Assess

A range of Town of Cottesloe Strategic Planning documents were assessed to ensure that Action Items in the Public Health Plan would be able to complement and align with the other Town Strategic Planning Documents.



5. Develop

A further Staff Workshop was held to help refine the proposed Action Items into a workable Plan for the Town of Cottesloe which accurately reflects the specific healthy priorities for our Community.



6. Incorporate

Incorporate Objectives and Actions into draft Public Health Plan (PHP).



7. Review

Action Plan was presented to Elected Members at a workshop. The whole Draft Public Health Plan will now be circulated for public review and revisions as required.



8. Approve

Revised final version to Council for approval and adoption.



9. Implement

PHP Actions are implemented, reviewed, and reported annually.

5

10. Repeat

Review and replace full Plan within 5 years.

WHAT DID THE EVIDENCE TELL US? - INJURY DATA

INJURY MATTERS

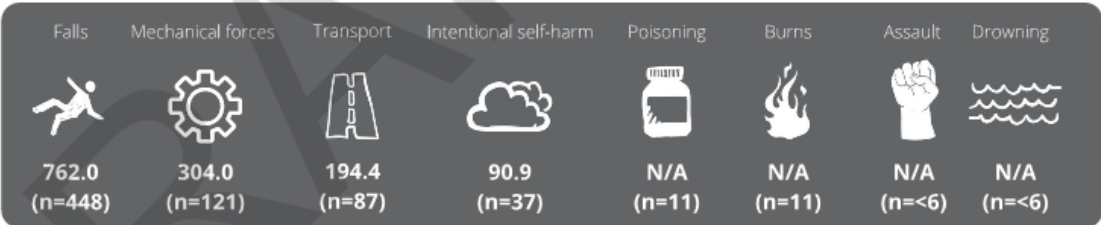
14

STAKEHOLDER FEEDBACK:
Local Government Injury Report
for the Town of Cottesloe

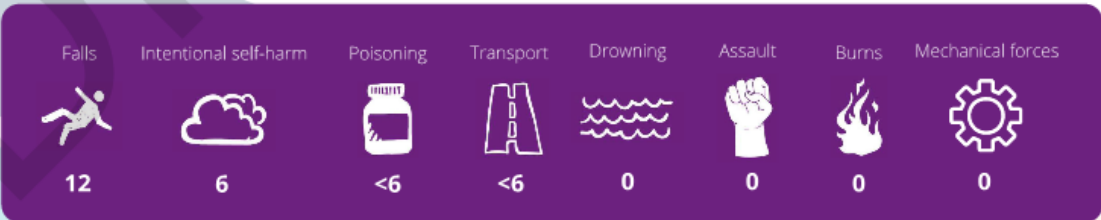
Notes:
***Age-Standardised Rate (ASR)** values are derived to represent the number per 100,000 persons and are designed to remove errors resulting from variations in smaller population groups.

When the number of cases is less than 20, rates are represented as N/A as they are not reliable. ASR (Age Standardised Rates) represents the rate of hospitalisations per 100,000 person years standardised to the Australian 2001 standard population. Numbers less than 6 have been suppressed to protect privacy and data confidentiality.

FAST INJURY FACTS 2019-2023



Hospitalisations by injury category (2019-2023) expressed as ASR* per 100,000 and total number.



Total number of fatalities per injury area (2018-2022)

Reference:
Data was generated in August 2025 from the WA Hospital Morbidity Data System (2019-2023) and the WA dataset from ABS and the Registry of Births, Deaths, and Marriages (2018-2022) by the Epidemiology Branch, Department of Health WA.

WHAT DID THE EVIDENCE TELL US? - HEALTH DATA

EPIDEMIOLOGY DIRECTORATE, DoH

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Data sourced from: Health and Wellbeing Profile: Town of Cottesloe 2015–2024
Epidemiology Directorate, Public and Aboriginal Health Division, Department of Health WA. January 2026

KEY	BETTER	SIMILAR	WORSE
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NUTRITION:

Diet has an important effect on health and can influence the risk of diseases such as coronary heart disease, type 2 diabetes, stroke and some cancers. The Australian Dietary Guidelines outlines the recommended daily serves of fruit and vegetables for adults and children (NHMRC, 2013).

Fruit Consumption	Cottesloe	WA
Children eating the recommended serves of fruit daily	79.1%	75.4%
Adults eating the recommended serves of fruit daily	43.3%	33.4%
Vegetables Consumption	Cottesloe	WA
Children eating the recommended serves of veges daily	17.2%	10.9%
Adults eating the recommended serves of veges daily	8.8%	4.7%
Fast Food Consumption	Cottesloe	WA
Children eating fast food more than twice a week	5.1%	6.2%
Adults eating fast food more than twice a week	6.5%	6.0%

EXERCISE:

Physical activity reduces the risk of cardiovascular disease, some cancers and type 2 diabetes, and also helps improve musculoskeletal health, maintain body weight, and reduce symptoms of depression (WHO, 2009).

Physical Activity	Cottesloe	WA
Children not doing the recommended weekly physical activity	45.6%	62.3%
Adults not doing the recommended weekly physical activity	24.2%	39.1%
Screen Time	Cottesloe	WA
Children exceeding the recommended screen time for leisure activities	38.0%	43.9%
Adults exceeding the recommended screen time for leisure activities	30.9%	37.4%

OVERWEIGHT & OBESITY:

Overweight and obesity in adults are associated with cardiovascular disease, type 2 diabetes, some cancers, musculoskeletal disorders (in particular osteoarthritis), dementia and a range of other conditions (AIHW, 2017a).

Overweight	Cottesloe	WA
Children aged 5-15 overweight	15.4%	15.0%
Adults aged 16 years and above overweight	36.6%	37.4%
Obese	Cottesloe	WA
Children aged 5-15 obese	5.0%	10.2%
Adults aged 16 years and above obese	21.4%	37.3%



WHAT DID THE EVIDENCE TELL US? - HEALTH DATA

EPIDEMIOLOGY DIRECTORATE, DoH

16

Data sourced from: Health and Wellbeing Profile: Town of Cottesloe 2015–2024
Epidemiology Directorate, Public and Aboriginal Health Division, Department of Health WA. January 2026

KEY	BETTER	SIMILAR	WORSE
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MENTAL HEALTH CONDITIONS:

People with a mental health condition are at an increased risk of experiencing other disorders including physical disorders and diabetes (AIHW, 2017b).

Mental Health Conditions Prevalence (2024)	Cottesloe	WA
Residents aged 16+ years diagnosed with a mental health condition in the past 12 months	17.5%	25.0%
Residents aged 16+ years diagnosed with a stress-related condition in the past 12 months	9.2%	13.5%
Residents aged 16+ years diagnosed with an anxiety-related condition in the past 12 months	13.2%	16.3%
Residents aged 16+ years diagnosed with depression in the past 12 months	9.5%	13.7%
Residents aged 16+ years with high or very high psychological distress in the past 12 months	11.9%	21.7%



ROAD SAFETY & TRANSPORT MODES:

Safe and affordable modes of transport are essential for effective access to services, lifestyle, recreation, and physical activity. The Town's role not only includes improving road safety on local roads, the development and maintenance of the infrastructure needed to manage and plan for transport users across all types of transport modes is also important.

Transport to Work	Cottesloe	WA
Travel to work by public transport (Train or Bus)	9.2%	7.4%
Car as driver	55.2%	62.1%
Car as passenger	3.2%	4.6%
Bicycle	2.1%	0.7%
Walk to work	2.2%	2.2%



NOTIFIABLE INFECTIOUS DISEASES:

These have been classified into the five categories below.

Infectious Disease Categories	Cottesloe	WA
The ASR* of blood-borne disease among residents of all ages	16.2	44.1
The ASR* of vector-borne disease among residents of all ages	19.5	21.7
The ASR* of sexually-transmitted infections (STIs) among residents of all ages	449.3	600.6
The ASR* of vaccine-preventable disease among residents of all ages	586.3	662.7
The ASR* of enteric disease among residents of all ages	276.5	218.9

*Age-Standardised Rate (ASR) values are derived to represent the number per 100,000 persons and are designed to remove errors resulting from variations in smaller population groups.



WHAT DID THE EVIDENCE TELL US? - HEALTH DATA

EPIDEMIOLOGY DIRECTORATE, DoH

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Data sourced from: Health and Wellbeing Profile: Town of Cottesloe 2015–2024
Epidemiology Directorate, Public and Aboriginal Health Division, Department of Health WA. January 2026

KEY BETTER SIMILAR WORSE

SMOKING-RELATED HARM:

Tobacco use, including past and current use and exposure to second-hand smoke, increases the risk of a number of health conditions, including cancer, respiratory diseases and cardiovascular disease (AIHW, 2018)

Tobacco and/or Vaping Prevalence (2024)	Cottesloe	WA
Adults aged 18+ currently smoked	4.5%	13.5%
Tobacco-attributable Hospitalisations (2024)	Cottesloe	WA
ASR* of tobacco-attributable Hospitalisations for Cottesloe Residents of all ages	276.0	366.8
Tobacco-attributable Deaths (2024)	Cottesloe	WA
ASR* of tobacco-attributable deaths for Cottesloe residents of all ages	40.0	48.7

**ILLCIT DRUG-RELATED HARM:**

Illicit drug use is a major cause of preventable disease and is associated with risks to people who use drugs, their family and friends, and the community. Illicit use of drugs includes use of illegal drugs, non-medical use of pharmaceutical drugs, and use of other substances (such as inhalants) illicitly. AIHW, 2026

Illicit Drug-attributable Hospitalisations (2024)	Cottesloe	WA
ASR* of illicit drug-attributable Hospitalisations for Cottesloe Residents of all ages	122.1	181.8
Illicit Drug-attributable Deaths (2024)	Cottesloe	WA
ASR* of illicit drug-attributable deaths for Cottesloe residents of all ages	13.8	9.4

**ALCOHOL-RELATED HARM:**

Alcohol use increases the risk of some health conditions, including coronary heart disease, stroke, high blood pressure, and liver and pancreatic disease. It also increases the risk of violence and anti-social behaviour, accidents and mental illness (AIHW, 2017c).

Alcohol Use Prevalence (2023)	Cottesloe	WA
Residents 16+ years drank alcohol at levels at high risk for short-term harm (max 4 std drinks per occasion)	11.6%	11.9%
Residents 16+ years drank alcohol at levels at high risk for long-term harm (max 2 std drinks per day)	29.7%	29.1%
Alcohol-attributable Hospitalisations (2023)	Cottesloe	WA
ASR* of alcohol-attributable Hospitalisations for Cottesloe Residents of all ages	557.4	665.4
Alcohol-attributable Deaths (2023)	Cottesloe	WA
ASR* of alcohol-attributable deaths for Cottesloe residents of all ages	27.3	26.0



*Age-Standardised Rate (ASR) values are derived to represent the number per 100,000 persons and are designed to remove errors resulting from variations in smaller population groups.

2026 SUMMARY OF COMMUNITY SURVEY FINDINGS

18



What did our Community members tell us?

DIETARY INTAKE

In an average week, the majority of the Respondents to the Survey said they:

- Eat the Recommended Daily Allowance (RDA) of two or more serves of fruit **daily** - **51%**
- Eat the RDA of five or more serves of vegetables **daily** - **63%**.
- Eat freshly cooked beef, lamb, chicken, or pork **2 or 3 times per week** - **47%**.
- **Occasionally** eat freshly cooked fish or shellfish - **58%**.
- **26%** said they **never** drink 1 standard serve of alcohol in an average week, but the largest cohort - **35%** - said they **occasionally** drink 1 standard serve of alcohol in a week.
- **Occasionally** eat Fast Food such as less-healthy takeaway meals like burgers, chips, battered fish, and pizza - **72%**.
- **Never** drink Soft Drink such as sugary drinks including carbonated beverages, fruit juices and energy drinks - **56%**.
- **Occasionally** eat processed meats such as salami, sausages, ham, and bacon - **63%**.
- **98%** said they **never** smoke cigarettes, other tobacco products or vapes.

HEALTH & LIFESTYLE PATTERNS

- **73%** were **satisfied** or **very satisfied** with the amount of parks and public open spaces available in the Town of Cottesloe.
- **74%** were **satisfied** or **very satisfied** with the infrastructure available for walking in the Town of Cottesloe.
- **47%** were **satisfied** or **very satisfied** with the infrastructure available for cycling in the Town of Cottesloe. **28%** were **neutral** - which suggests they may not have any involvement with cycling for exercise and therefore have no opinion either way.
- **79%** were **satisfied** or **very satisfied** with community safety in the Town of Cottesloe.
- **84%** of them said in the past 30 days, there were **no days** when feeling sad or worried kept them from going about their normal business.
- **91%** had attended a community event in the Town of Cottesloe in the last 12 months.
- **51%** volunteer on a regular basis
- **79%** belong to clubs or organisations

2026 SUMMARY OF COMMUNITY SURVEY FINDINGS

19

What did our Community members tell us?

OPINIONS ABOUT PHYSICAL HEALTH ISSUES

Of the 11 options we gave them to consider, the Survey respondents felt the following 7 health issues are the **most important** to address for the people living in the Town of Cottesloe, listed from highest to lowest:

1. Road safety / Traffic control – **Fairly important to Very important 86%**
2. Not being active enough – **Fairly important to Very important 61%**
3. Managing body weight – **Fairly important to Very important 54%**
4. Alcohol harm to self and community – **Fairly important to Very important 45%**
5. Public vaccination programs (e.g. flu) – **Fairly important to Very important 44%**
6. Vaccine Hesitancy – **Fairly important to Very important 42%**
7. Not enough specialist services for an ageing population – **Fairly important to Very important 42%**

OPINIONS ABOUT MENTAL HEALTH ISSUES

Of the 12 options we gave them to consider, the Survey respondents felt the following 6 mental health issues are the **most important** to address for the people living in the Town of Cottesloe:

1. Social isolation for older people – **Fairly important to Very important 79%**
2. Excessive use of mobile phones leading to social isolation – especially for young people – **Fairly important to Very important 72%**
3. Depression – **Fairly important to Very important 70%**
4. Anxiety – **Fairly important to Very important 61%**
5. Gambling addiction – **Fairly important to Very important 54%**
6. Young children and teenagers not having enough to do – **Fairly important to Very important 53%**

OPINIONS ABOUT PUBLIC INFRASTRUCTURE PROJECTS

Of the 13 options we gave them to consider, the Survey respondents felt the following 6 public infrastructure projects are the **most important** to address for the people living in the Town of Cottesloe:

1. Improving tree canopies and greening streetscapes – **Fairly important to Very important 93%**
2. More shade structures for public parks and seating areas – **Fairly important to Very important 86%**
3. More support for regenerating our natural vegetation areas – **Fairly important to Very important 86%**
4. Improved access to beaches for people with mobility issues – **Fairly important to Very important 70%**
5. Better changing and showering facilities at the beach for people with a disability – **Fairly important to Very important 65%**
6. More drinking water stations for pedestrians and dogs – **Fairly important to Very important 59%**



2026 STAKEHOLDER ORGANISATIONS - Stakeholder Feedback

20

CANCER COUNCIL OF WA:

“

- **Reducing harm from passive Tobacco and Vape smoke/fumes.** The need for focus on this area is because smoking causes at least sixteen types of cancer and remains the leading cause of preventable cancer burden in Australia. There is no safe level of exposure to tobacco smoke. The Cancer Council of WA recommends investigating amending the Town of Cottesloe Local Health Law 1997 to ensure there is a mechanism which can more effectively address neighbourhood smoke-drift as a means of restricting damage from passive tobacco and vape inhalation from premises. Ref City of Swan revisions to their Local Health Laws to cover Escape of Smoke etc.
- **Skin Cancer Prevention.** Investigate increased shade creation and protection objectives and strategies. Shade encourages safer, longer participation in outdoor activities, enhances comfort, and promotes inclusivity, making events more accessible. With the potential to reduce UV exposure by up to 75%, shade in public open spaces is a vital public health measure that promotes safety and well-being for the community. For many children, families and communities, it's hard to be SunSmart when there are limited well-shaded facilities and public places, including schools.
- **Increase healthy eating and active living.** Living with overweight and obesity has overtaken tobacco use as the leading risk factor contributing to total disease burden in Australia and poor diets is the third leading risk factor after tobacco use. Cancer Council WA prioritises actions that create environments and settings that support the community to eat healthy foods and be active.
- **Reducing alcohol harms.** Alcohol-related harms remain a significant concern in Western Australia, contributing to chronic disease, injury, and violence. Although awareness is relatively low, alcohol is also a cause of cancer and is estimated to be responsible for nearly 5,800 cancer cases in Australia each year. Given this, Cancer Council WA strongly encourages the Town of Cottesloe to ensure alcohol is a priority topic in its PHP.

Cancer Council WA also encourages the Town of Cottesloe to consider the full spectrum of alcohol-related harm in the community when selecting priority health outcomes for the PHP.

A comprehensive approach would ensure that the focus is not only on reducing consumption at levels that increase risk of harm, but also on reducing related harms, such as the risk of cancer and other diseases, mental health issues, injuries, and violence. Further, it is important to recognise that harm from alcohol can also occur when drinking within the recommended guidelines. Research shows that even low-to-moderate consumption is linked to a range of health risks, including cancer. Ultimately, no level of alcohol use is completely free of any risk of harm. There are also important harms caused to people other than the drinker.

”



2026 STAKEHOLDER ORGANISATIONS - Stakeholder Feedback

21

**NORTH METROPOLITAN HEALTH SERVICE (NMHS) -
PUBLIC HEALTH AND CLINICAL EXCELLENCE (PHCE) -
HEALTH PROMOTION SERVICE:**

“ Being mindful that health is much more than the absence of disease or infirmity (WHO 1946). It is about empowering and enabling all people of diverse backgrounds and lived experiences to grow, to reach their goals and potential and thrive throughout their lifetime. Equality, dignity, health equity and respect are fundamental human rights. It is on each of us to create community places and spaces that are enriching, health promoting and safe for everyone. We want people to feel supported and welcomed to participate in community life.

We can achieve this with innovative, practical and sustainable solutions for improving accessibility, design, equity, inclusion and opportunities for education and employment.

Engaging in conversations and partnerships with people from priority communities and populations such as:

- Aboriginal and Torres Strait Islander communities
- Culturally and linguistically diverse (CaLD) and/or immigrant / migrant backgrounds
- People with Disability (physical and/or psychosocial disability) or functional mobility issues
- LGBTQI+ community members

”

2026 STAKEHOLDER ORGANISATIONS - Stakeholder Feedback

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**COTTESLOE COASTCARE:**

“

Implement Green Infrastructure Plan

If well-planned the Green Infrastructure Plan would have strong links to other Council Activities such as 'Encourage health and wellbeing through recreation initiative 'Identify and support opportunities for community participation'.

Council is actively working to achieve this goal. Natural areas staff work closely with Coastcare in planning initiatives to green our natural areas, and Coastcare activities are well supported. Council provides mulch, spray to remove weeds, hole digging, seedlings and water - particularly over summer - to assist Coastcare endeavours. These endeavours rely on volunteers from the local community and monthly working bees.

Examples of the Council working closely with Coastcare:

- The Adopt a Beach program in Cottesloe is a partnership between Cottesloe Primary School, Perth NRM, Cottesloe Council and Coastcare. The school's year 4 and 5 students visit two sites four times a year. Each student plants between 8-10 seedlings, and students care for the plants over the following 12 months. In a small way, students learn about climate change, team cooperation, and the emotional, social and physical benefits of active work in nature.
- Neighbourhood planting along the bike track near the Salvado Street intersection with Curtin Avenue. Last year the Council provided 250 plants, dug the planting holes and organized the summer watering. Neighbours on Curtin Avenue and Salvado Street planted the seedlings, weeded and mulched the holes throughout the growing season.
- On the June planning day last year, several neighbours met for the first time and commented how the activity helped build a sense of community. Council is supporting further planting this year.

”

2026 STAKEHOLDER ORGANISATIONS - Stakeholder Feedback

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AUSTRALIAN FOOD ATLAS:

**Food Security**

Food stress is a measure when more than 25% of a person's disposable income is spent on food. It can lead to food insecurity which is when access to safe and nutritious food is reduced or unreliable to obtain in conventional ways and may lead to need for food relief.

Cottesloe's food stress index score is 924.5 and is in the 1st Quintile of the State. However, this does not mean that contributing Town of Cottesloe data to the Australian Food Atlas and similar organisations is not important. Contributing data to help develop national baselines and actions towards achieving best practice in communities around Australia requires input from all State and Local Government Authorities.

We understand that many Local Governments are currently developing or reviewing their Public Health Plans. As part of this process, we encourage the Town of Cottesloe to consider including an action that uses the Australian Food Atlas to support evidence-informed planning and decision-making. You may wish to include an action such as:

"Contribute data to, and utilise available tools such as the Australian Food Atlas, to assess the local food environment and inform future policies, planning and initiatives."



2026 STAKEHOLDER ORGANISATIONS - Stakeholder Feedback

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**ROYAL LIFE SAVING:**

“ Royal Life Saving WA directly contributes to the State Public Health Plan objectives of Prevent – reducing injury and promoting safer communities – and Enable – strengthening public health systems, workforce capability and partnerships.

We reduce drowning and aquatic injury risk through evidence-based swimming and water safety programs delivered across the lifespan. Our targeted initiatives prioritise children, Aboriginal communities, culturally and linguistically diverse populations, visitors from inland areas and those with limited prior access to swimming education, addressing inequities in drowning risk. CPR training, aquatic risk management education, supervision standards and public awareness campaigns further strengthen community safety.

We support Enable by systematically collecting and analysing participation, skills attainment and incident data to identify high-risk groups and inform local prevention strategies. We contribute to research and innovation in partnership with state and national bodies to improve program effectiveness and respond to emerging risks. Strong partnerships with local government, schools, aquatic facilities and community organisations underpin coordinated, place-based and measurable public health outcomes.

Drowning prevention should be recognised as a core public health priority, particularly in coastal and water-based communities. Population growth, increased visitation and more frequent heat events are likely to increase exposure to aquatic environments and associated risk. Disparities in swimming ability and water safety knowledge remain significant among low socio-economic and culturally diverse communities.

A coordinated, data-informed and partnership-based approach – combining regulation, education and community engagement – will reduce preventable injury and strengthen community resilience. ”

PUBLIC HEALTH ACTION PLAN - Introduction

25

In order to meet the WA Department of Health Vision: *"The best possible health, wellbeing and quality of life for all Western Australians – now and into the future"*, this Public Health Plan for the Town of Cottesloe has been developed to meet the Town's legislated obligations under the Public Health Act 2016.

As per the Table on page 11 of this document, the Public Health Plan must observe and comply with the four key State Objectives: to PROMOTE, PREVENT, PROTECT, and ENABLE public health.

It must also be informed by and integrate with two overarching Objectives: Aboriginal health and wellbeing, and Equity and Inclusion.

The first steps of research and consultation have established relevant local public health parameters to address, and set locally-appropriate goals which harmonise with existing Town of Cottesloe Plans.

The next step is the Action Plan which provides constructs the pathway which the Town of Cottesloe will follow to deliver this Public Health Plan 2026 - 2031.

The Town of Cottesloe Council Plan 2023 - 2033 has set the following four local Strategic Objectives:

Our Community - Connected, engaged and accessible

Our Town - Healthy natural environs and infrastructure meeting the needs of our community

Our Prosperity - A vibrant and sustainable place to live, visit and enjoy

Our Leadership and Governance - Strategic leadership providing open and accountable governance

These four Town of Cottesloe Strategic Objectives have been used to set the four themes of the Action Plan which is documented in the tables on pages 28 to 31. The tables provide the following information:

1. Whether the Actions listed have come from the Town of Cottesloe's Council Plan existing Strategic Deliverables list, or whether they are new Strategic Deliverables which resulted from the Community, Stakeholder and Staff Consultation process;
2. The Strategic Deliverable;
3. The Action to be taken to achieve that Deliverable;
4. The Measure - what parameters will be used to assess whether the Action has been completed or not;
5. The Priority Outcomes - which of the four State Public Health Plan Priority Outcomes this Deliverable and Action addresses;
6. What the Role of the Shire will be in that Action. The three Roles which the Shire will undertake are explained in the infographic on page 27.

Review of the Action Plan will be done annually, and progress towards achieving the goals will form part of the Town's annual reporting obligations to the State Government.

In 5 years the Public Health Plan will be reviewed and revised in accordance with the legislative requirements.

PUBLIC HEALTH ACTION PLAN - THE ROLE OF THE TOWN

26



PUBLIC HEALTH ACTION PLAN					State Public Health Plan Priority Outcomes				27
					PROMOTE	PREVENT	PROTECT	ENABLE	
Our Community: <i>Connected, engaged and accessible</i>									
OBJECTIVES	1. Supporting an active, healthy and inclusive community culture, our residents enjoy access to a range of social, cultural, and recreation activities. 2. Providing accessible and inclusive community spaces and facilities.								The Town's role: Deliver / Facilitate Advocate / Lobby Partner / Collaborate
ACTIONS	Existing Council Strategic Deliverables			Actions	Measures	Priority Outcomes		Town's Role	
	1.1 Develop a Public Space Activation Strategy	Action: Strategy is being developed to guide activation, programming and improved use of public spaces across the Town			Measure: completion and implementation of strategy	PROMOTE, ENABLE		DELIVER, ADVOCATE	
	1.2 Develop a Community Youth Inclusion Strategy	Action: Youth engagement is continuing (e.g. Youth Week), with strategy development to follow			Measure: completion and implementation of strategy	PROMOTE, PREVENT, PROTECT, ENABLE		DELIVER, ADVOCATE, PARTNER	
	1.3 Review and update the Town's Public Open Space and Playground Strategy	Action: Review to guide future open space planning, upgrades and investment			Measure: completion and implementation update of strategy	PROMOTE, PROTECT,		DELIVER	
	1.4 Encourage improved health and wellbeing through recreation initiatives	Action: Investigate community groups to run social-connection physical activity events such as dancing, Yoga, or Tai Chi classes for seniors			Measure: increased participation rates, decrease in hospitalisation and injuries from falls in the elderly	PROMOTE, PREVENT, PROTECT, ENABLE		DELIVER, ADVOCATE, PARTNER	
	1.5 Implement the Reconciliation Action Plan (RAP)	Action: RAP actions underway, including progression to Innovate phase and delivery of NAIDOC and Reconciliation Week events in partnership with local Aboriginal organisations			Measure: ongoing, implementation of RAP actions including delivery of events in partnership with local Aboriginal organisations	PROMOTE, ENABLE		DELIVER, ADVOCATE, PARTNER	
	New Community-informed Strategic Deliverables			Actions	Measures	Priority Outcomes		Town's Role	
	1.6 Support and promote opportunities and activities for youth development	Action: Support and promote opportunities and activities for youth development			Measure: increased number of, or increased participation in, youth-focused activities	PROMOTE, PREVENT, ENABLE		DELIVER, ADVOCATE, PARTNER	
	1.7 Identify and promote suitable spaces for community-based Performing Arts Groups to rehearse and perform in	Action: Identify and promote suitable spaces for community-based Performing Arts Groups to rehearse and perform in			Measure: locations identified and community usage tracked to assist with future planning and promotion	PROMOTE, ENABLE		DELIVER, ADVOCATE, PARTNER	
	1.8 Continue to advocate for, support, and promote community involvement in public, accessible, Art Exhibitions like Sculptures By The Sea	Action: Continue to advocate for, support, and promote Sculptures By the Sea and similar, accessible, public art installations and exhibitions			Measure: develop parameters to assess community involvement, reviewing annually to assist with future planning and promotion	PROMOTE, ENABLE		DELIVER, ADVOCATE, PARTNER	

PUBLIC HEALTH ACTION PLAN

State Public Health Plan Priority Outcomes

PROMOTE

PREVENT

PROTECT

ENABLE

28

Our Town: Healthy natural environs and infrastructure meeting the needs of our community

OBJECTIVES

1. Town infrastructure is well planned, effectively managed and supports our community, whilst protecting and promoting our unique heritage and character.
2. Engage with external stakeholders to create connectivity throughout the Town.
3. Future population growth is planned to enhance community connectivity, economic prosperity as well as the built and natural environment.
4. Work collaboratively to protect, enhance and increase our natural assets and green canopy.

The Town's role:

Deliver / Facilitate
Advocate / Lobby
Partner / Collaborate

ACTIONS

Existing Council Strategic Deliverables	Actions	Measures	Priority Outcomes	Town's Role
2.1 Progress the Foreshore Masterplan, including Carpark 2 revisioning - \$10M secured for Forrest–Napier section	Action: Advocacy ongoing for State funding for remaining works	Measure: Remaining funding secured	PROMOTE, ENABLE	DELIVER, ADVOCATE, PARTNER
2.2 Implement Green Infrastructure Plan - Street Tree Masterplan adopted; canopy survey complete	Action: Develop tree register and planting strategy	Measure: Complete tree register and Planting strategy	PROTECT, ENABLE	DELIVER
2.3 Implement the Natural Asset Management Plan	Action: Implementation underway	Measure: Complete implementation	PROTECT, ENABLE	DELIVER
2.4 Advocate for strategic transport infrastructure development, maintenance, and improvement	Action: Ongoing advocacy with State Government and sub-regional collaboration	Measure: Improved public transport usage statistics	PROMOTE	ADVOCATE
2.5 Review and implement Coastal Hazard Risk Management and Adaptation Plan (CHRMAP)	Action: Grant application submitted to develop implementation plan	Measure: Grant successful, implementation plan developed	PROMOTE, ENABLE	DELIVER, PARTNER
2.6 Lobby and advocate for increased east-west connectivity	Action: Progressing as part of regional transport strategy with neighbouring local governments	Measure: Successful strategy developed, on-going	PROMOTE	ADVOCATE
New Community-informed Strategic Deliverables	Actions	Measures	Priority Outcomes	Town's Role
2.7 Investigate Aged-ability-inclusive play equipment	Action: Investigate Aged-ability-inclusive play equipment	Measure: completion of feasibility study, lobby for Grant assistance	ENABLE	DELIVER, ADVOCATE, PARTNER
2.8 More shaded areas at beach fronts and in parks	Action: Investigate opportunities to increase constructed shade or tree canopy shade in public use areas	Measure: metrics of increased shade cover	PROMOTE, ENABLE	DELIVER
2.9 Investigate 'Changing Places'-compliant toilet, shower, and changing facility at Cottesloe Beach	Action: Investigate feasibility of installation of a 'Changing Places'-compliant all abilities toilet, shower, and changing facility at Cottesloe Beach	Measure: completion of feasibility study, lobby for Grant assistance	PROTECT, ENABLE	DELIVER, ADVOCATE, PARTNER

PUBLIC HEALTH ACTION PLAN

State Public Health Plan Priority Outcomes

PROMOTE

PREVENT

PROTECT

ENABLE

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Our Prosperity: A vibrant and sustainable place to live, visit and enjoy

OBJECTIVES

1. Activating Cottesloe and Swanbourne town centres and increasing their appeal, attracting more local business and visitors.
2. Partner with other stakeholders to create beautiful and diverse locations that celebrate our natural cultural and built heritage.
3. Partner with other stakeholders to promote Cottesloe more widely, attracting visitors seeking a quality coastal experience

The Town's role:

Deliver / Facilitate
Advocate / Lobby
Partner / Collaborate

ACTIONS

Existing Council Strategic Deliverables	Actions	Measures	Priority Outcomes	Town's Role
3.1 Explore partnership opportunities for the delivery of services to our community and visitors	Action: underway, ongoing	Measure: enhanced service delivery metrics	PROMOTE, ENABLE	DELIVER, ADVOCATE, PARTNER
3.2 Develop a Public Space Activation Strategy	Action: strategy is being developed to guide activation, programming and improved use of public spaces across the Town	Measure: completion and implementation of strategy	PROMOTE, ENABLE	DELIVER
New Community-informed Strategic Deliverables	Actions	Measures	Priority Outcomes	Town's Role
3.3 Maintain and support our existing sport clubs and public spaces	Action: advocate with sporting groups to ensure equitable access to playing fields and public spaces	Measure: Community Satisfaction metrics	PROMOTE, ENABLE	ADVOCATE
3.4 Continue to work with and support the activities of Cottesloe Coastcare.	Action: identify and support new areas for community led Neighbourhood Planting initiatives similar to the Salvado Street - Curtin Ave bike path initiative	Measure: new areas identified and planting initiatives undertaken. Enhanced streetscape and evidence of community co-operation and socialisation	PROMOTE, ENABLE	DELIVER, ADVOCATE, PARTNER
3.5 Investigate provision of easier household access to recycling for products like batteries and dangerous substances	Action: develop partnerships with dedicated recycling agencies, and promote the responsible recycling of batteries and dangerous substances - to divert them from landfill	Measure: metrics of items and products successfully recycled	PROMOTE, ENABLE	DELIVER, ADVOCATE, PARTNER
3.6 Hold local 'Producer to Plate' events such as Farmer's Market and food festivals	Action: research requirements and where found suitable, extend invitation to providers and festival organisers	Measure: increased number of events held	PROMOTE, ENABLE	DELIVER, ADVOCATE, PARTNER
3.7 More shaded areas at beach fronts and in parks	Action: investigate opportunities to increase constructed shade or tree canopy shade in public use areas as appropriate	Measure: metrics of increased shade cover	PROMOTE, ENABLE	DELIVER
3.8 Climate Change mitigation strategies - Plant natives gardening events	Action: develop partnership with native plant specialists to facilitate increased interest and access to native plant gardening techniques	Measure: increased number of events held	PROMOTE, ENABLE	DELIVER, ADVOCATE, PARTNER

PUBLIC HEALTH ACTION PLAN

State Public Health Plan Priority Outcomes

PROMOTE PREVENT PROTECT ENABLE

30

Our Leadership and Governance: Strategic leadership providing open and accountable governance

OBJECTIVES

1. Engage, inform and actively involve our community in Council decision making.

2. Work innovatively and collaboratively with government, industry, business and community to deliver positive outcomes.

3. Deliver open, accountable and transparent governance.

The Town's role:

Deliver / Facilitate

Advocate / Lobby

Partner / Collaborate

ACTIONS

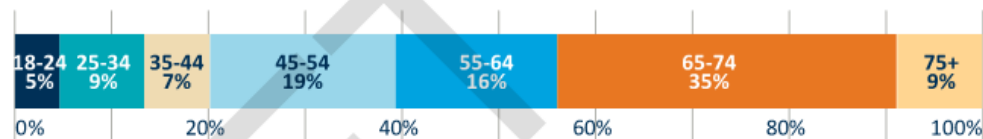
Existing Council Strategic Deliverables	Actions	Measures	Priority Outcomes	Town's Role
4.1 Identify and support opportunities for community participation	Action: engage in on-going dialogue with the community to better tailor program offerings and increase participation	Measure: increased numbers at Council events, increased positive feedback from Community Satisfaction Surveys	PROMOTE	DELIVER, ADVOCATE
4.2 Advocate for strategic transport infrastructure development, maintenance, and improvement	Action: determine transport infrastructure priorities and lobby for change/improvements	Measure: enhanced public transport utilisation, decrease in single-occupancy vehicles	PROMOTE	DELIVER, PARTNER
4.3 Provide regular public communications, updating our community of Council activities	Action: ongoing communications provide timely and transparent updates across multiple channels, keeping the community informed and engaged with Council activities and decisions	Measure: increased positive feedback and engagement from residents	PROMOTE, PREVENT, PROTECT, ENABLE	DELIVER, ADVOCATE, PARTNER
4.4 Provide a healthy and safe workplace for our Town employees and council members	Action: ongoing commitment to workplace health and safety through proactive initiatives, compliance and continuous improvement	Measure: increased job satisfaction for staff members, fewer sick days	PROMOTE, PREVENT, PROTECT, ENABLE	DELIVER
New Community-informed Strategic Deliverables	Actions	Measures	Priority Outcomes	Town's Role
4.5 Review and update Town of Cottesloe's Local Health Laws 1997.	Action: investigate Cancer Council recommendation to strengthen protection under local regulations to reduce passive smoking effects	Measure: Investigate new laws or amendments and if appropriate, publish in the Government gazette	PROMOTE, PREVENT, PROTECT, ENABLE	DELIVER
4.8 Contribute data to, and utilise available tools such as the Australian Food Atlas and Food Relief Framework Report to assess the local food environment and inform future policies, planning and initiatives	Action: Participate in the Australian Food Atlas Project in collaboration with Edith Cowan University	Measure: Participate in the Australian Food Atlas Project in collaboration with Edith Cowan University.	PROMOTE, PREVENT, PROTECT, ENABLE	PARTNER

Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q01: What is your age?

Age options	%
18-24	5%
25-34	9%
35-44	7%
45-54	19%
55-64	16%
65-74	35%
75+	9%



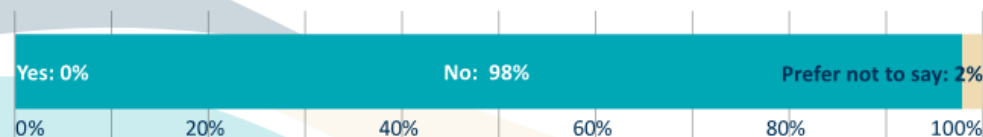
Q02: What is your gender?

Gender identification	%
Female	58%
Male	40%
Prefer not to say	2%
Other	0%



Q03: Do you identify as Aboriginal and / or Torres Strait Islander?

Indigenous identification	%
Yes	0%
No	98%
Prefer not to say	2%



Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q04: How would you rate your health?

Health options		%
Very poor		0%
Poor		0%
Average		14%
Pretty good		53%
Excellent		33%



Q05: How would you describe your weight?

Weight options		%
Very underweight		0%
Slightly underweight		0%
About the right weight		72%
Slightly overweight		26%
Very overweight		2%



Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q06: In an average week, how often would you exercise for fitness or recreation for more than 30 minutes per session?

Exercise options	%
Never	0%
Occasionally	7%
2 or 3 times per week	35%
Daily	42%
More than once a day	16%



Q07: If you answered "Never" or "Occasionally" to Question 6, why is that? Please choose all that apply.

"Never" or "Occasionally" options	%
I don't know	63%
I don't like to exercise	13%
Exercise is not important to me	6%
I don't have access to a facility that has the things I need, like a pool, golf course, or a track	6%
I don't have enough time to exercise	6%
My job involves plenty of physical labour	6%
My physical limitations make it hard for me to exercise	6%
I would need child care and I don't have it	0%
I don't know how to find exercise partners	0%
There is no safe place to exercise	0%

Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q08: Where do you go to exercise for fitness or recreation? Please choose all that apply.

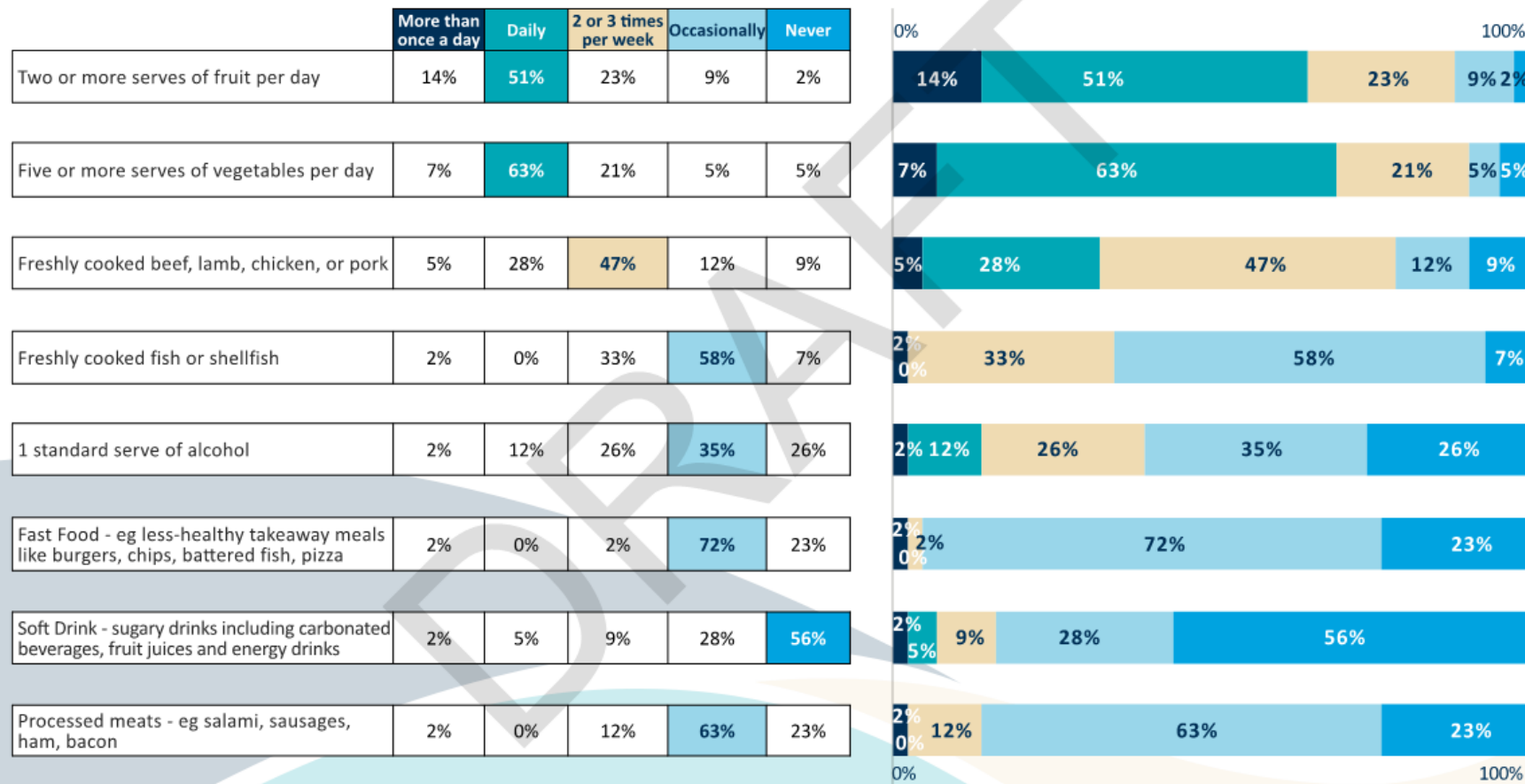
Exercise location options	Count
There is no safe place to exercise	0
Recreation Centre	3
At home	9
Swimming pool	15
Sports field / playing field / oval	16
Gym	18
Park or public open space	29
Beach	29
Footpaths / bikepaths / walking trails	34



Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q09: Healthy eating and drinking - A serve of fruit is defined as one medium-sized piece of fruit eg apple or banana. A serve of vegetables is defined as 1/2 cup cooked vegetables or 1 cup raw leafy veges (salad). In an average week, how often would you consume the following?



Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q10: Do you have any observations to make about healthy eating options in our Town?

KEY THEMES

- *There is a good selection of healthy food options - 5 responses*
- *Fast food options should be limited - 5 responses*
- *Eating out is too expensive - 2 responses*
- *There should be more fresh produce options - 2 responses*

"There is a good selection of food outlets who provide healthy options."

"Would like to see more natural health food shops, fresh produce options."

"The lack of fast food outlets in the Town of Cottesloe is a really positive aspect."

Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q11: In an average week, how often do you smoke cigarettes, other tobacco products or vapes?

Smoking options		%
Never		98%
Occasionally		2%
2 or 3 times per week		0%
Daily		0%
More than once a day		0%



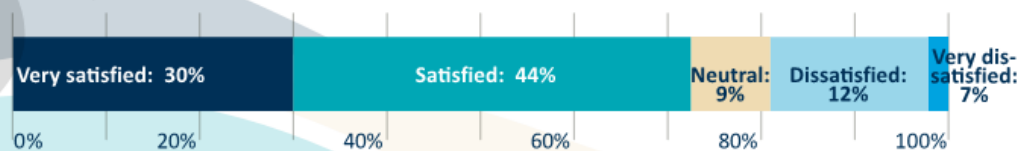
Q12: How satisfied are you with the amount of parks and public open spaces available in the Town of Cottesloe?

Public open spaces		%
Very satisfied		40%
Satisfied		33%
Neutral		9%
Dissatisfied		12%
Very dissatisfied		7%



Q13: How satisfied are you with the infrastructure available for walking in the Town of Cottesloe?

Walking infrastructure		%
Very satisfied		30%
Satisfied		44%
Neutral		7%
Dissatisfied		16%
Very dissatisfied		2%



Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q14: How satisfied are you with the infrastructure available for cycling in the Town of Cottesloe?

Cycling infrastructure		%
Very satisfied		12%
Satisfied		35%
Neutral		28%
Dissatisfied		16%
Very dissatisfied		9%



Q15: How satisfied are you with community safety in the Town of Cottesloe?

Community safety		%
Very satisfied		28%
Satisfied		51%
Neutral		14%
Dissatisfied		7%
Very dissatisfied		0%

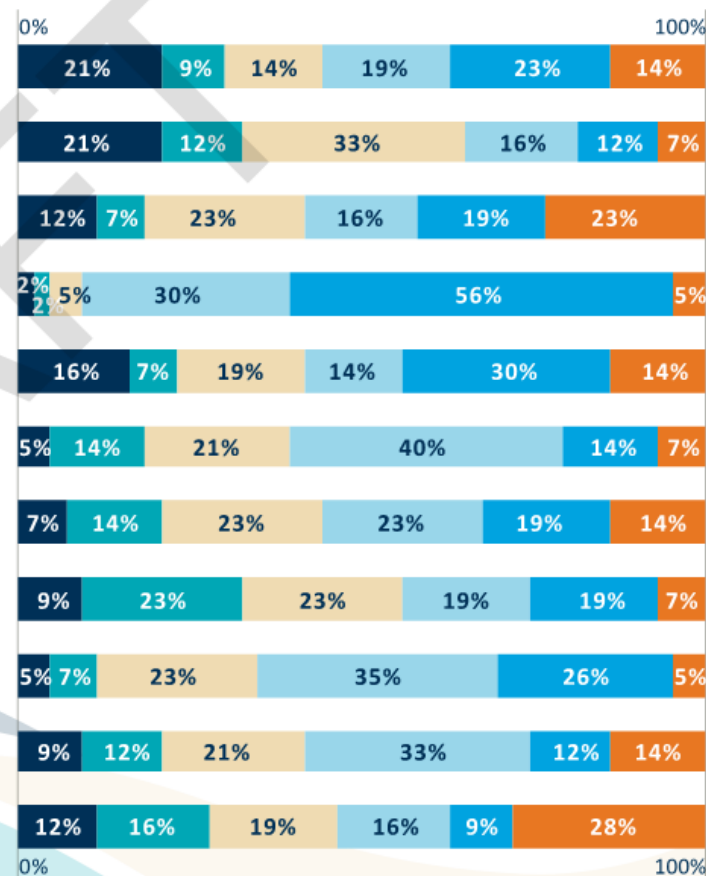


Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q16: In your opinion, which of the following health issues are the most important to address for the people living in the Town of Cottesloe?

	Not important at all	Low importance	Neutral	Fairly important	Very important	Don't know
Vaccine hesitancy	21%	9%	14%	19%	23%	14%
People camping in their cars overnight at beaches	21%	12%	33%	16%	12%	7%
Vaping	12%	7%	23%	16%	19%	23%
Road safety / Traffic control	2%	2%	5%	30%	56%	5%
Public vaccination programs (e.g. flu)	16%	7%	19%	14%	30%	14%
Managing body weight	5%	14%	21%	40%	14%	7%
Not enough specialist services for an ageing population	7%	14%	23%	23%	19%	14%
Tobacco and smoking	9%	23%	23%	19%	19%	7%
Not being active enough	5%	7%	23%	35%	26%	5%
Alcohol harm to self and community	9%	12%	21%	33%	12%	14%
Illicit drug use	12%	16%	19%	16%	9%	28%



Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q17: Do you have any comments or suggestions to make about these health issues?

KEY THEMES

- These health issues are beyond the purview of local government - 5 responses
- Upgrade public bathroom facilities - 3 responses
- Promote community exercise activities - 3 responses
- Enhance public spaces such as parks and sports facilities - 3 responses

"Restoring Cottesloe's nature spaces and biodiversity will have positive effects on mental and physical health."

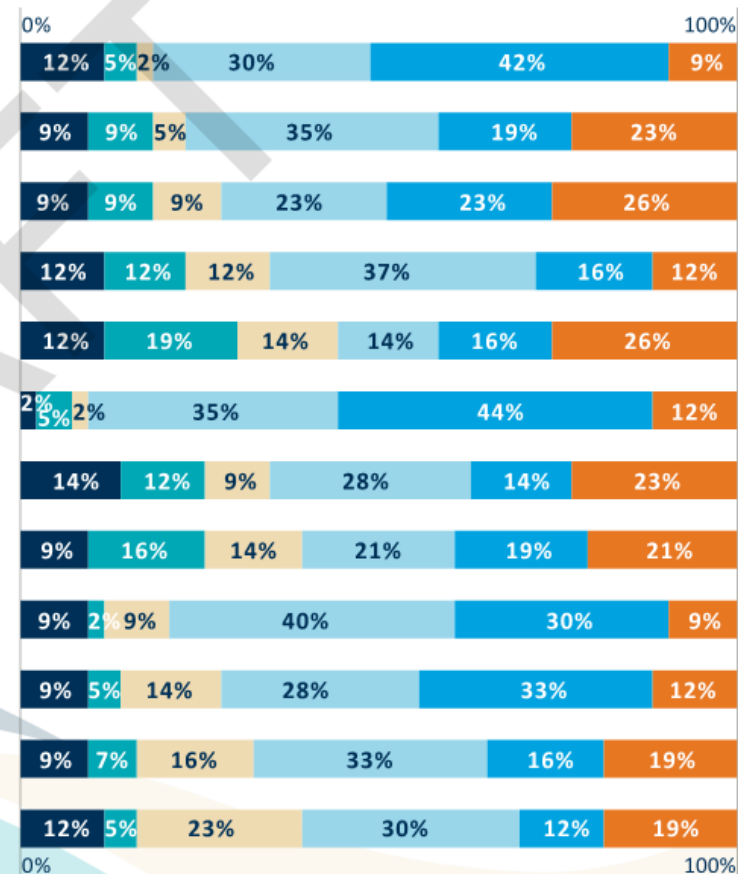
"Most of these [health issues] could be handled by state bodies or legislation."

Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q18: In your opinion, which of the following mental health issues are the most important to address for the people living in the Town of Cottesloe?

	Not important at all	Low importance	Neutral	Fairly important	Very important	Don't know
Excessive use of mobile phones leading to social isolation - especially for young people	12%	5%	2%	30%	42%	9%
Gambling addiction	9%	9%	5%	35%	19%	23%
Addiction to online gaming - especially for young people	9%	9%	9%	23%	23%	26%
Young children and teenagers not having enough to do	12%	12%	12%	37%	16%	12%
Economic difficulty or necessity of working longer hours or multiple jobs to get by	12%	19%	14%	14%	16%	26%
Social isolation for older people	2%	5%	2%	35%	44%	12%
Anger management	14%	12%	9%	28%	14%	23%
Illicit drug use	9%	16%	14%	21%	19%	21%
Depression	9%	2%	9%	40%	30%	9%
Anxiety	9%	5%	14%	28%	33%	12%
Alcohol abuse	9%	7%	16%	33%	16%	19%
Eating disorders / body anxiety	12%	5%	23%	30%	12%	19%



Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q19: Do you have any comments or suggestions to make about these mental health issues?

KEY THEMES

- Encourage community connection to improve mental health - 5 responses
- These health issues are beyond the purview of local government - 3 responses
- These health issues often happen behind closed doors - 2 responses

“Enhancing our public spaces to encourage walking/cycling and in-person connections will help everyone.”

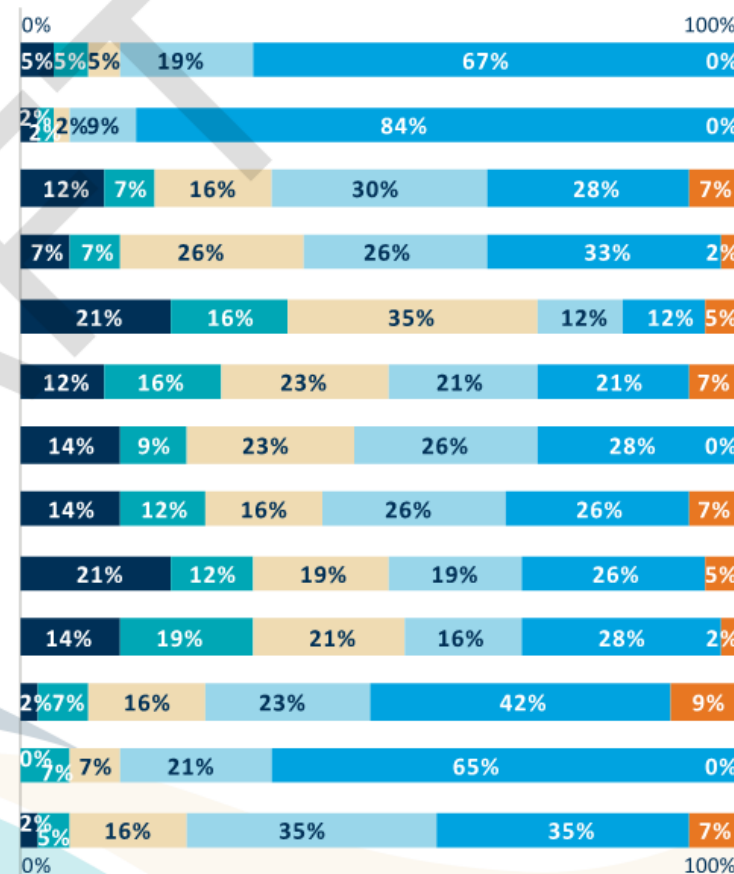
“Unsure about some of the listed issues and whether they are a concern in our community as often they are hidden issues.”

Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q20: In your opinion, which of the following public infrastructure projects are the most important to address for the people living in the Town of Cottesloe?

	Not important at all	Low importance	Neutral	Fairly important	Very important	Don't know
More support for regenerating our natural vegetation areas	5%	5%	5%	19%	67%	0%
Improving tree canopies and greening streetscapes	2%	2%	2%	9%	84%	0%
All-abilities playgrounds and parks	12%	7%	16%	30%	28%	7%
More drinking water stations for pedestrians and dogs	7%	7%	26%	26%	33%	2%
More dog-free exercise and walking areas	21%	16%	35%	12%	12%	5%
More designated dog walking areas	12%	16%	23%	21%	21%	7%
Public gym / exercise equipment in parks	14%	9%	23%	26%	28%	0%
Community vegetable gardens	14%	12%	16%	26%	26%	7%
Retain the shark barrier in winter as well as in summer	21%	12%	19%	19%	26%	5%
Textured / ripple surfaces on shared footpaths to make e-scooters and e-bikes more audible	14%	19%	21%	16%	28%	2%
Better changing and showering facilities at the beach for people with a disability	2%	7%	16%	23%	42%	9%
More shade structures for public parks and seating areas	0%	7%	7%	21%	65%	0%
Improved access to beaches for people with mobility issues	2%	5%	16%	35%	35%	7%



Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q21: Do you have any comments or suggestions to make about these mental health issues?

KEY THEMES

- Regulate E-scooters - 5 responses
- Increase tree canopy - 4 responses
- Protect native vegetation - 4 responses
- Improve access paths for pedestrians, cyclists and people with disabilities - 4 responses
- Upgrade public bathroom facilities - 3 responses

"Please regenerate Cottesloe's natural areas! We have enormous assets and potential in this regard and should nurture them."

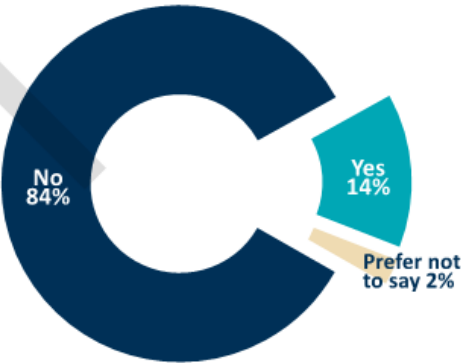
"E-scooters and e-bikes are a growing health hazard to users and others."

Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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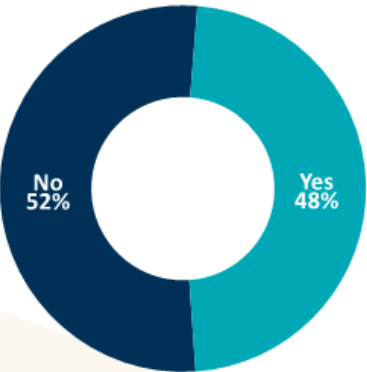
Q22: In the past 30 days, have there been any days when feeling sad or worried kept you from going about your normal business?

Response options		%
No		84%
Yes		14%
Prefer not to say		2%



Q23: Are there any community services (eg Men’s Shed, community meeting rooms, mobile library etc) you would like to see either improved or welcomed to the Town of Cottesloe?

Response options		%
No		52%
Yes		48%



Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q24: When was the last time you attended a community event in the Town of Cottesloe?

Response options		%
In the last month		12%
In the last 3 months		26%
In the last 6 months		14%
Sometimes		39%
Never		9%



Q25: Do you volunteer?

Response options		%
Yes, on a regular basis		51%
No, but I would like to		21%
Yes, but not very often		14%
No, I'm not interested		14%



Q26: Do you belong to any clubs or organisations?

Response options		%
Yes		79%
No, but I would like to		7%
No, I'm not interested		14%

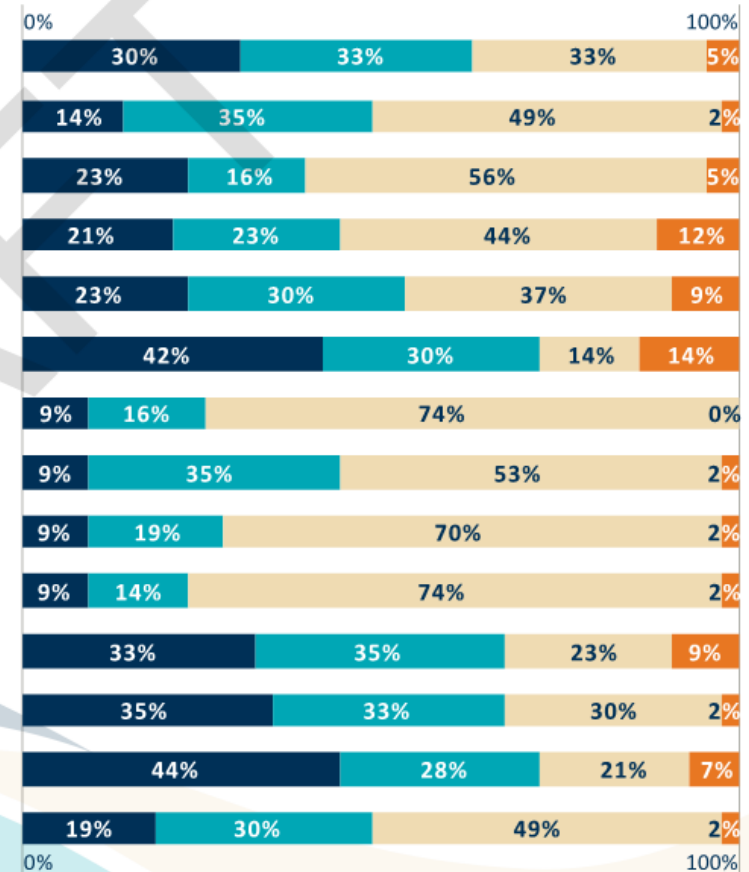


Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q27: In your opinion, across the range of Public Health initiatives listed below, should the Town of Cottesloe play a key role in informing, promoting, and guiding our residents towards healthier and happier lifestyles?

	Not important at all	Could be a good idea	Really important	Don't know
Multicultural festivals	30%	33%	33%	5%
Local 'Producer to Plate' events such as Farmer's Market and food festivals	14%	35%	49%	2%
Measures to restrict and control e-Scooter and e-Bike use	23%	16%	56%	5%
e-Scooter and e-Bike safety education	21%	23%	44%	12%
'Sun Smart' messaging for beachgoers	23%	30%	37%	9%
Mosquito awareness campaigns - 'Stop the Bite'	42%	30%	14%	14%
More shaded areas at beach fronts and in parks	9%	16%	74%	0%
Easier household access to recycling for products like batteries and dangerous substances	9%	35%	53%	2%
Climate Change mitigation strategies - Plant natives / gardening events	9%	19%	70%	2%
Climate Change mitigation strategies - urban streetscape greening	9%	14%	74%	2%
Vaccine education campaigns	33%	35%	23%	9%
Promoting and providing alcohol-free precincts and events	35%	33%	30%	2%
Promoting and supporting 'Quit Smoking' campaigns	44%	28%	21%	7%
Promoting and providing smoke-free precincts and events	19%	30%	49%	2%



Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q28: Are there any comments you would like to make about these Public Health initiatives?

KEY THEMES

- Public health initiatives are Federal and State Government responsibilities - 6 responses
- Prioritise direct action rather than campaigns about lifestyle choices - 5 responses
- Initiate more community events such as farmers markets - 4 responses
- Educate about responsible E-scooter use - 3 responses

"To get people involved the Council must discover more personal approaches and incentives."

"Concentration should be on events that offer something new / solutions."

Appendix 1: 2026 COMMUNITY SURVEY RESULTS

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Q29: Are there any other issues or problems related to public health in our community which you would like to bring to the Towns attention?

KEY THEMES

- Protect and enhance public spaces - 6 responses
- Traffic, parking and road safety concerns - 5 responses
- Upgrade public bathroom facilities - 3 responses
- Lack of public drinking water facilities - 2 responses

"Providing pedestrian priority, safe and accessible crossings at key routes to encourage walking and cycling."

"Could do with a lot more historical walking trails and organised exercise based activities."

Appendix 1: 2026 COMMUNITY SURVEY RESULTS

50

Q30: What do you like best about living in the Town of Cottesloe?

KEY THEMES

- Beach and natural environment - 27 responses
- Safe, convenient, relaxed lifestyle - 18 responses
- Strong sense of community and village character - 13 responses

"Active community with many options to enjoy connection with the environment and people."

"There is also a genuine sense of connection among residents, with local events, clubs, and public spaces bringing people together."

Appendix 2: REFERENCES

51

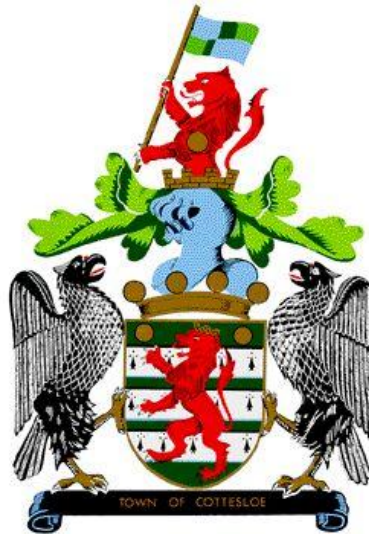
1	State Public Health Plan for Western Australia 2025–2030	https://www.health.wa.gov.au/~media/Corp/Documents/About-us/Public-Health-Act/State-Public-Health-Plan-2025-2030.pdf
2	Town of Cottesloe Council Plan 2023 - 2033	https://www.who.int/about/governance/constitution
3	Town of Cottesloe Council Plan Minor Review June 2026	https://www.who.int/about/governance/constitution
4	Public Health Plan (PHP): Check-list Items	Available from North Metropolitan Health Service 2026
5	World Health Organisation, Constitution	https://www.who.int/about/governance/constitution
6	World Health Organisation, Health Equity	https://www.who.int/health-topics/health-equity#
7	ABS Census 2021	https://abs.gov.au/census/find-census-data/quickstats/2021/LGA52170
8	Draft Town of Cottesloe Local Planning Strategy Town of Cottesloe planning information	https://cottesloe.engagementhub.com.au/local-planning-strategy
9	Australian Government, Australian Early Development Census, 2018	https://www.aedc.gov.au/data/data-explorer
10	PHIDU Torrens University Australia, Social Health Atlas	https://phidu.torrens.edu.au/social-health-atlases
11	WA Police, Crime Statistics	https://www.wa.gov.au/organisation/western-australia-police-force/crime-statistics#/
12	Healthdirect Australia Limited, 2025	https://www.healthdirect.gov.au/
13	Road Safety Commission Annual Road Statistics	https://www.rsc.wa.gov.au/Statistics/Annual-Statistics
14	Australian Government Department of Climate Change, Energy, the Environment and Water - National Pollutant Inventory	https://www.dcceew.gov.au/environment/protection/npis
15	Water Corporation, Wastewater Quality Annual Report 2024-25	https://www.watercorporation.com.au/About-us/Our-performance/Wastewater-quality
16	WA Department of Health, Cottesloe recreation water monitoring sites	https://www.health.wa.gov.au/Articles/A_E/Beach-grades-for-Perth-metropolitan-ocean-sites
17	Royal Lifesaving Australia, National Drowning Report 2025	https://www.royallifesaving.com.au/

Appendix 2: REFERENCES

52

18	Department of Health WA, Enteric disease surveillance and outbreak investigations in Western Australia. 2024 annual report	https://ww2.health.wa.gov.au/Articles/F_1/Infectious-disease-data/Enteric-infection-reports-and-publications-OzFoodNet
19	Tableau, 2020, WA Food Stress Index	https://public.tableau.com/profile/tim.landrigan#!/vizhome/WAFoodStressIndex/TheFoodStressIndex
20	Department Water Environmental Regulation, Contaminated sites database	https://www.wa.gov.au/service/environment/environment-information-services/find-known-contaminated-site
21	Department of Health WA, Environmental Health Practitioners, Food	https://www.health.wa.gov.au/Health-for/Environmental-Health-practitioners/Food
22	Government of WA, Climate Health WA Inquiry: Final Report, 2020	https://ww2.health.wa.gov.au/-/media/Corp/Documents/Improving-health/Climate-health/Climate-Health-WA-Inquiry-Final-Report.pdf
23	Australian Government, Australian Institute of Health and Welfare, 2024, Deaths in Australia	https://www.aihw.gov.au/reports/life-expectancy-death/deaths-in-australia/contents/leading-causes-of-death
24	Epidemiology Directorate (2024). Health and wellbeing profile for Town of Cottesloe. WA Department of Health, Perth	https://www.health.wa.gov.au/Improving-WA-Health/Health-and-Wellbeing-Surveillance-System
25	Australian Cancer Atlas	https://atlas.cancer.org.au/app
26	Department of Energy, Mines And Industrial Regulations Progress Report	https://www.wa.gov.au/system/files/2024-11/local_government_periodic_inspections_of_private_swimming_pool_safety_barriers_2023-24.pdf
27	Climate Change in Australia, Climate information, projections, tools and data	https://www.climatechangeinaustralia.gov.au/en/changing-climate/state-climate-statements/western-australia/

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

ITEM 10.1.5A: DRAFT CHARTER - CMIP STEERING GROUP

Charter – Coastal Management and Implementation Plan Steering Group



This Charter document defines the membership, authority, purpose, operational guidelines, responsibilities and resources of the Town of Cottesloe Coastal Management and Implementation Plan (CMIP), as a Steering Group, established by Council.

1. Name

The name of the Group is “Coastal Management and Implementation Plan Steering Group”. All references to “Group” in this charter mean “CMIP”.

2. Establishment

This Group is established under Schedule 3 of the Western Australian Planning Commission Coastal Management Plan Assistance Program (CMPAP) Funding Agreement.

3. Guiding Principles

This Group is established with its guiding principles in accordance with the Schedule 3 of the Western Australian Planning Commission Coastal Management Plan Assistance Program Funding Agreement.

4. Purpose

The role of the Steering Group is to provide technical coastal and planning skills to the Town of Cottesloe and ensure the project progresses in line with milestone reports and progress reports.

5. Terms of Reference

The Steering Group is to perform the following functions:

- a) deliver guidance and oversight on, and make decisions in relation to, all aspects of the Approved Project, including but not limited to:
 - i) Reviewing Scope of Works;
 - ii) Assessment of Tenders (through recommendations of the Tender Assessment Panel);
 - iii) Provide discussion on the methodology for each milestone (as required);
 - iv) Make recommendations on the project objectives and outcomes;
 - v) Reviewing project deliverables including the Community and Stakeholder Engagement Plan, Draft and Final Plan; and
 - vi) Attend meetings as required.

- b) If the Steering Group cannot, despite reasonable efforts to do so, reach a consensus in relation to any of the matters set out in clause (a) above, the Applicant will have the final decision.

To achieve the above the Group will have due regards to:

- a) Current Town of Cottesloe Local Laws and policies including State Government Guidelines in relation to the development of a CHRMAP;
- b) Understanding of coastal features, processes and hazards within the study area;
- c)
- d) Identify significant vulnerability trigger points and respective timeframes for the relevant sediment cells to mark the need for immediate or medium-term risk management measures;
- e) Identify assets (natural and man-made) and the services and functions they provide situated in the coastal zone;
- f) Understanding of assets vulnerability
- g)
- h) Identify the value of the assets that are vulnerable to adverse impacts from coastal hazards;
- i) Determine the consequence and likelihood of coastal hazards on the assets, and assign a level of risk;
- j) Identify possible (effective) risk management measures (or 'actions') and how these can be incorporated into short and longer-term decision-making;
- k) Engagement with stakeholders and the community in the planning and decision- making process.

6. Membership

The State Government's membership requirement for this Group must comprise of:

- a) no less than two (2) representatives of the Town of Cottesloe;
- b) minimum of one (1) Commission Representative; and
- c) minimum of one Community Representative.

7. Meetings

- a) The Applicant must use its best endeavours to ensure that Steering Group meets as required to perform its function set out in Schedule 3.
- b) The Applicant must cause minutes to be taken of each Steering Group meeting and ensure that an agenda, together with any reports or information concerning the agenda, is circulated to members at least five (5) Business Days before a meeting.
- c) The Commission will provide at least one representative to participate on the Steering Group.

7.1 Annual General Meeting

Nil

7.2 Group Meetings

Meetings shall be held on an as required basis to ensure the project progresses in a timely fashion.

7.3 Quorum

The quorum for any meeting of this Steering Group shall be 50 percent of the members listed in section 6 at the time of the meeting.

7.4 Voting

There is no requirement to vote and the Administration will consider the advice provided by the steering group when making any recommendations to Council.

7.5 Minutes

The Minutes of the meeting shall be recorded and prepared as per the provisions of section 5.22 of Act.

7.6 Who acts if the presiding member is unavailable

The Coordinator Environmental Projects is the chair of the group.

7.7 Meetings

As there is no delegated authority, this meeting will be closed to the public.

7.8 Public Question Time

As the Group has no delegated powers (section 5.24 of the Act), there is no specific provision for public question time.

7.9 Members' Conduct

Members of the Group shall be bound by the following with respect to their conduct at meetings and their duty of disclosure:

- The provisions of section 5.65 of the Act;
- Town of Cottesloe *Standing Orders Local Law 2021*;
- Town of Cottesloe Elected Members, Committee Members and Candidates Code of Conduct 2021;
- *Local Government (Rules of Conduct) Regulations 2007*; and
- Regulation 34C of the *Local Government (Administration) Regulations 1996*.

Elected Members and Officers of the Town of Cottesloe will be bound by these provisions, relating specifically to their participation in the Group, at all times.

7.10 Secretary

The Chief Executive Officer (or their nominated representative) shall undertake the following secretarial duties;

- Prepare and distribute meeting papers as required;
- attend and record the Minutes of the meeting;
- provide the administrative support required to present the outcomes of the meeting to Council for consideration where required.

7.11 Presiding Member

Not Applicable

7.12 Meeting attendance fees

Nil

7.13 Duration of Steering Group

The duration of the Steering Group, unless extended by Council Resolution, is until 30 September 2028. At the last meeting, prior to its termination, Steering Group members will be provide feedback to the Administration on the effectiveness of the Steering Group, information received and considered, and meeting process, in order to look for improvements to be implemented for other and future Council Steering Groups.

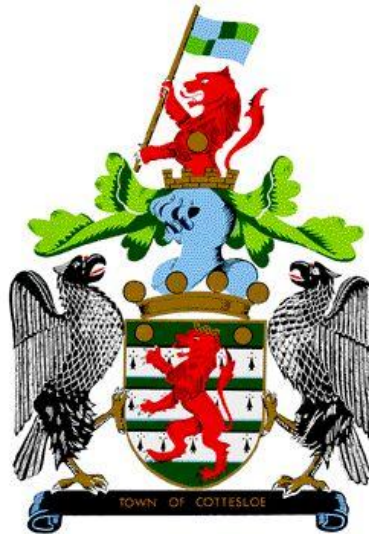
8. Delegated Authority

This Steering Group has no delegated authority.

9. Endorsement

This Charter was endorsed by the Town of Cottesloe Council at its meeting on xx x.

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.7A:
ARBOR CARBON - REPORT - TOWN OF
COTTESLOE - JULY 2026**



ArborCam Acquisition of Town of Cottesloe

Town of Cottesloe

Report No. J24002

27 July 2026

Company Name: ArborCarbon Pty Ltd

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ArborCarbon acknowledges the Traditional Owners and Custodians of the land on which we live and work and pays respect to Elders past, present and future.

DOCUMENT QUALITY ASSURANCE

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Reviewed by	Naviin Hardy		
Project Manager	Ryan Takeda	Project Number	J24002
Filename	AC_Report_ToC_J24002_2026	Saved on	2026-07-28

REVISION SCHEDULE

Revision	Revision Details	Date	Approved by
0	Final version	25/05/2026	Naviin Hardy
1	Final version	27/07/2026	Ryan Takeda

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Any conclusion and/or recommendation contained in this document reflect the professional opinion of ArborCarbon Pty Ltd and the author(s) using the data and information supplied. ArborCarbon Pty Ltd has used reasonable care and professional judgement in its interpretation and analysis of data in accordance with the contracted Scope of Works.

ArborCarbon Report: ArborCam Acquisition of Town of Cottesloe– Town of Cottesloe

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Executive Summary

ArborCarbon was engaged to deliver high-resolution airborne imagery over the Town of Cottesloe in March 2026 for vegetation cover and condition monitoring. Using the ArborCam® camera system, multispectral and thermal imagery was acquired at 8,000 ft above ground level in cloudless conditions on the 17th of March 2026. The data was processed to produce a range of outputs to support vegetation management, including height-stratified vegetation cover mapping. Vegetation cover statistics were calculated across the entire local government area (LGA), as well as within public and private land, and changes in cover since the previous acquisition in 2023 were analysed.

Overall, canopy cover increased from 13.0% in March 2023 to 13.5% in March 2026, representing an increase of 2.0 ha. This reverses the trend of declining canopy cover identified between 2020 (14.1%) and 2023 (13.0%). The increase in canopy cover was accompanied by a decrease in vegetation below 3m tall, from 20.1% to 15.9%, a decrease of 16.5 ha. Much of the vegetation below 3m comprises turf and grass, which is more temporally variable due to seasonal conditions and irrigation.

The main findings of this report are:

- In total, 115.4 ha (29.4%) of the Town's area (392.9 ha) is covered by vegetation, and 53.0 ha (13.5%) covered by canopy (vegetation >3m)
- This represents a decrease in total vegetation cover since 2023 (33.1%), but an increase in canopy cover (13.0%).
- Public land (30.3 ha, 14.8%) within the Town had higher canopy cover than private land (22.7 ha, 12.0%), both in total area and as a percentage.

Based on the findings of this report, we recommend the following:

- Produce a significant canopy loss dataset, to identify areas of excessive tree loss.
- Produce a VCI change dataset to detect decline in vegetation at the individual tree or branch level. VCI change can highlight subtle declines in vigour, indicating areas to target for ground-based inspection. Targeted inspection of declining vegetation can focus resources on key areas, increasing the chances of early detection of outbreaks such as Polyphagous Shot-Hole Borer (PSHB).
- Undertake ArborCam vegetation surveys over the Town on a triennial basis to track temporal changes and identify trends in vegetation cover and condition more readily.
- Develop a tree inventory dataset derived from ArborCam imagery, to enable the monitoring of vegetation condition at the individual tree level.

1 Introduction

The Town of Cottesloe (the Town) covers approximately 393 ha (3.9 km²) of land north of Fremantle, extending west from Stirling Highway to the coastline. Since 2020, ArborCarbon has undertaken vegetation cover and condition monitoring for the Town using the ArborCam® camera system. The ArborCam is a unique 11-band airborne multispectral camera optimized for the detection of vegetation, vegetation height, and subtle changes in vegetation condition.

The datasets produced by the ArborCam camera system, particularly the height-stratified vegetation cover dataset, provide detailed information on vegetation cover, canopy cover (vegetation >3m tall) and vegetation condition. By extracting key statistics across various land tenure boundaries, including the entire local government area (LGA) and public and private land categories, the Town can gain insights into the composition and distribution of their urban forest. With repeated acquisitions over time, these statistics can also be used to monitor trends in vegetation cover and condition, identify areas of canopy loss or growth, and support evidence-based urban forest planning and management.

This report presents the results of the March 2026 ArborCam acquisition and analyses changes in vegetation cover since the previous acquisition undertaken in March 2023. The report includes vegetation cover statistics across multiple height classes, assessment of canopy cover change, and interpretation of vegetation condition patterns across the Town.

2 Methods

2.1 Airborne imagery acquisition

High-resolution airborne multispectral imagery was acquired over the Town with cloudless conditions on the 17th of March 2026. Imagery was acquired for this project with the ArborCam system with a ground sample distance (GSD) ranging from 7 cm/pixel to 21 cm/pixel dependent on the spectral band. The thermal imagery was acquired with a GSD of 96 cm/pixel. The maximum temperature recorded on the 17th of March 2026 in Swanbourne (BoM reference: 009215) was 35.5°C. (bom.gov.au). Height stratified vegetation cover statistics were extracted from the 2026 data and analysed across the Town as a whole, and within public and privately owned land.

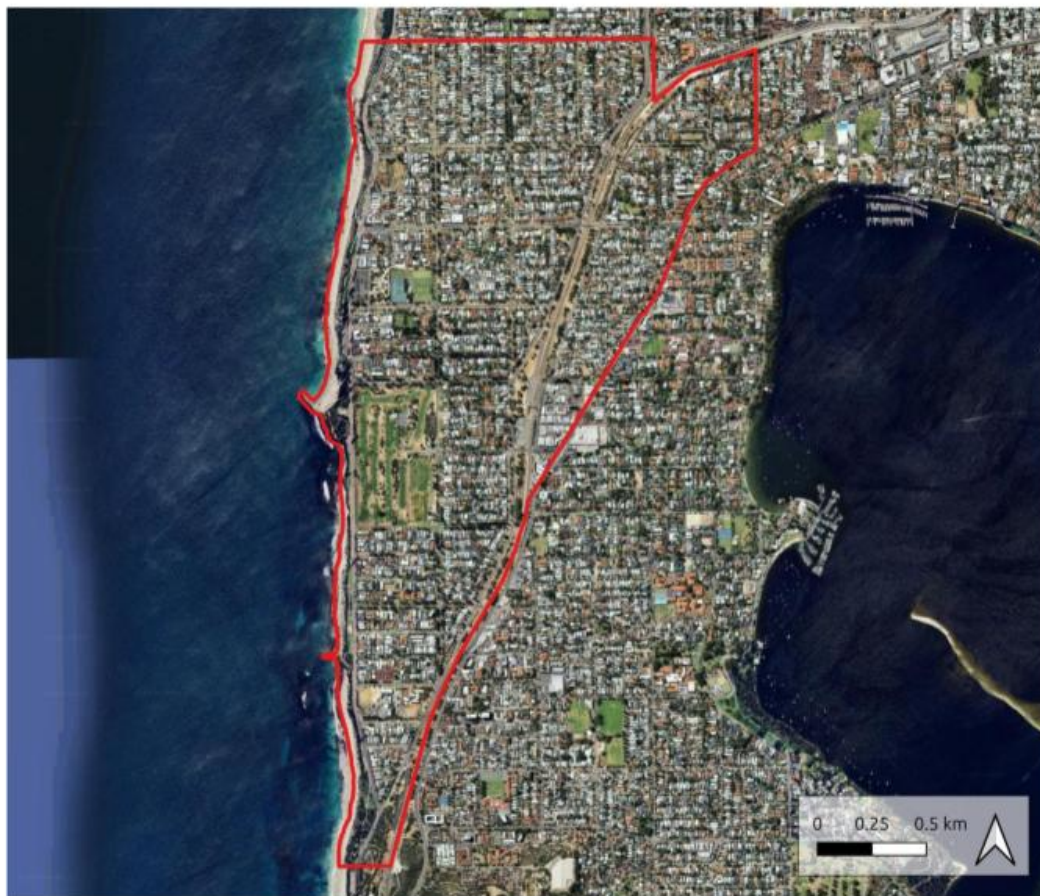


Figure 1: The Town of Cottesloe LGA boundary (red) overlayed on Google Satellite imagery.

ArborCarbon Report: ArborCam Acquisition of Town of Cottesloe– Town of Cottesloe



Figure 2. Land ownership boundaries within the Town of Cottesloe used for vegetation cover analysis.

ArborCarbon Report: ArborCam Acquisition of Town of Cottesloe– Town of Cottesloe

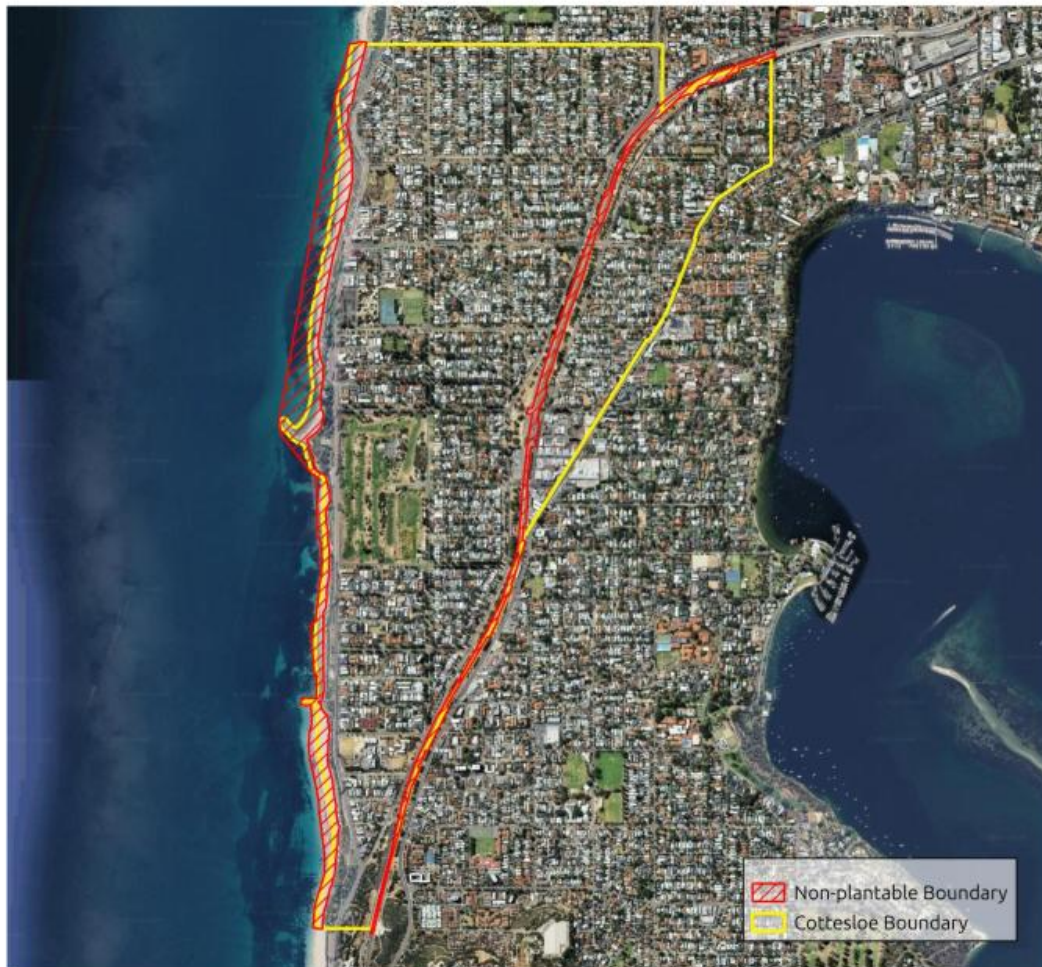


Figure 3: Non-plantable regions highlighted within the Town of Cottesloe boundary in red

3 Results and Discussion

3.1.1 Imagery

The acquired airborne ArborCam data was processed to produce high-resolution RGB (red green blue) imagery (Figure 4), False Colour Composite (FCC) imagery (Figure 5), height-stratified vegetation cover (Figure 6), Vegetation Condition Index (VCI) (Figure 7), and surface temperature (Figure 8) datasets across the Town of Cottesloe.



Figure 4: High-resolution RGB imagery of the Town of Cottesloe

ArborCarbon Report: ArborCam Acquisition of Town of Cottesloe– Town of Cottesloe



Figure 5: False colour composite of the Town of Cottesloe showing vegetation (red pixels)

The FCC dataset (Figure 5) was derived from a 3-band subset of the multispectral imagery (NIR, red and green). FCC imagery is commonly used in remote sensing to illustrate vegetation cover, which is displayed as red pixels.

ArborCarbon Report: ArborCam Acquisition of Town of Cottesloe– Town of Cottesloe



Figure 6: Height-stratified vegetation cover dataset of the Town of Cottesloe with each stratum displayed as a different colour.

The height-stratified vegetation cover dataset (Figure 6) is comprised of specific height strata coloured as follows: shown in the legend. This colour scheme is used in all illustrations of the height-stratified vegetation dataset in this report.

ArborCarbon Report: ArborCam Acquisition of Town of Cottesloe– Town of Cottesloe

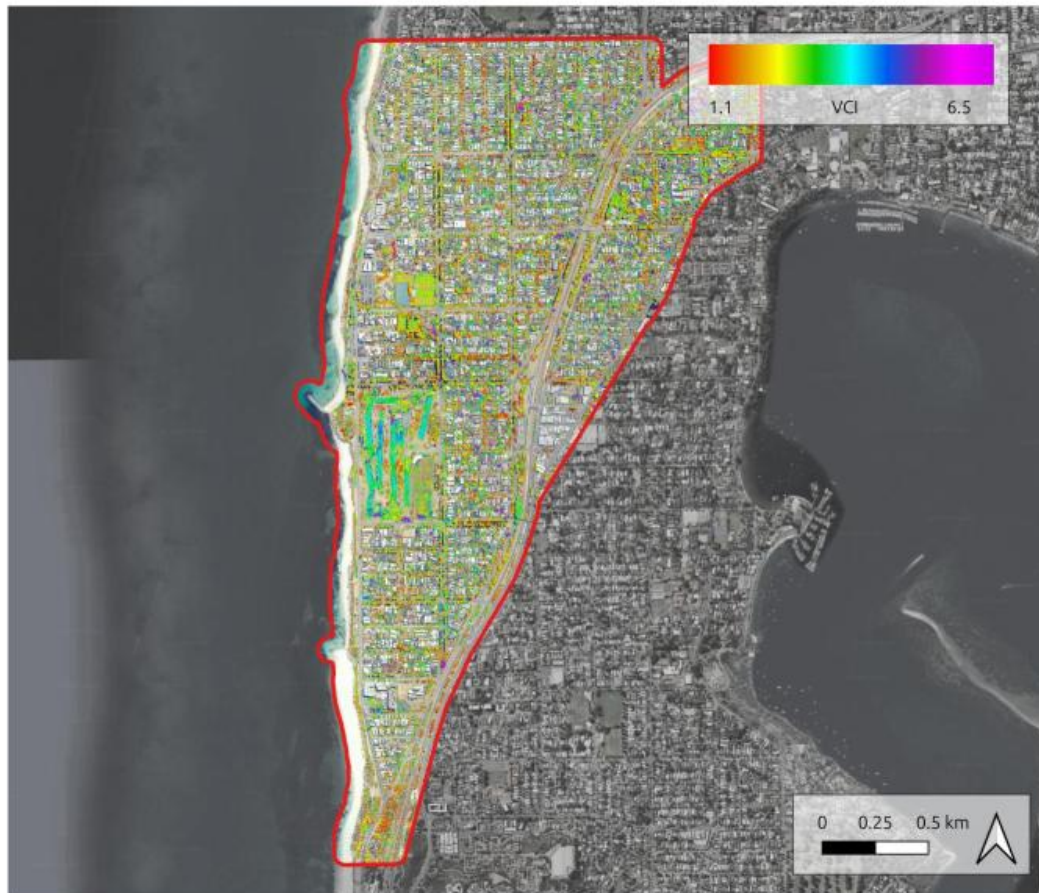


Figure 7: Vegetation Condition Index (VCI) orthomosaic showing vegetation condition across the Town of Cottesloe, ranging from lower VCI reflectance (red) to higher VCI reflectance (purple).

ArborCarbon Report: ArborCam Acquisition of Town of Cottesloe– Town of Cottesloe

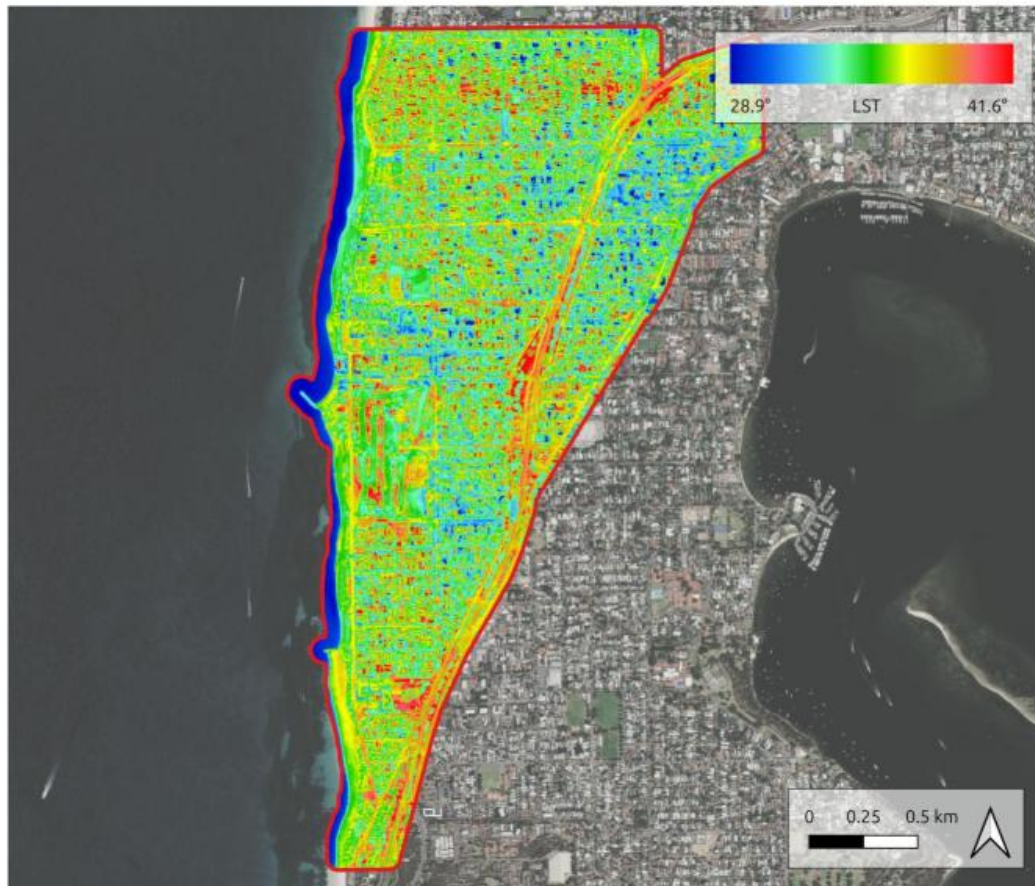


Figure 8: Radiometrically corrected thermal orthomosaic of the Town of Cottesloe, colour-scaled from lower surface temperature (blue) to higher surface temperature (red).

ArborCarbon Report: ArborCam Acquisition of Town of Cottesloe– Town of Cottesloe

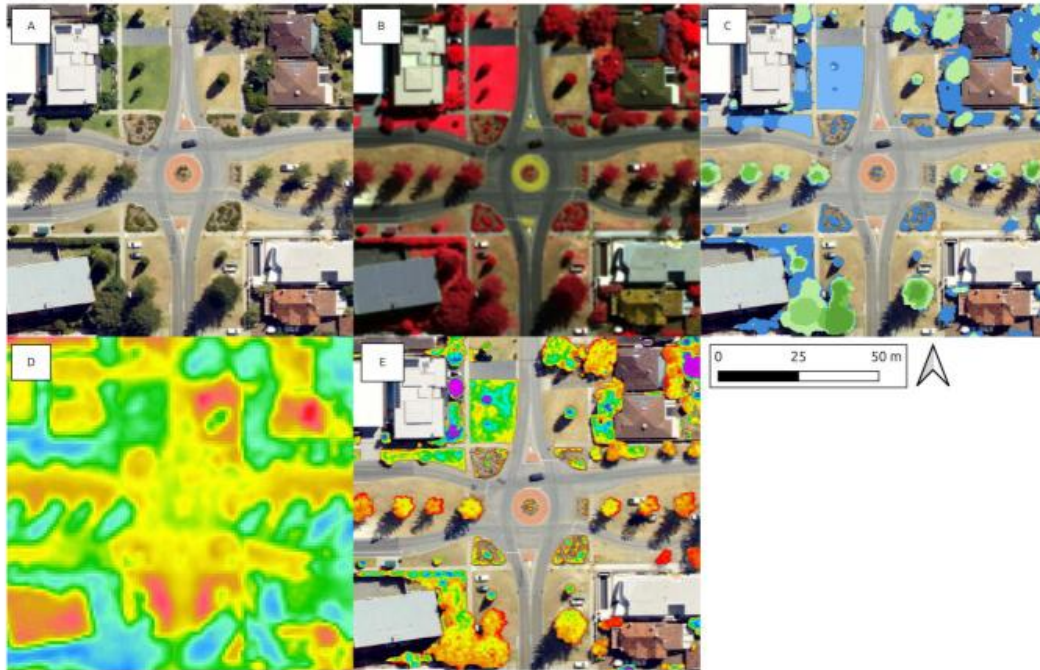


Figure 9: Close-up image of each of the datasets generated for the Town of Cottesloe: A) High-resolution RGB imagery; B) False Colour Composite (FCC) showing vegetation in red; C) Height-stratified vegetation cover, with each stratum displayed as a different colour; D) Land Surface Temperature (LST) ranging from 28.9°C (blue) to 41.6°C (red); and E) Vegetation Condition Index (VCI) ranging from low VCI reflectance (red) to high VCI reflectance (purple).

3.2 Vegetation Cover

3.2.1 Vegetation Cover Statistics - LGA

The Town has a total area of 392.9 ha, of which 29.4% (115.4 ha) was covered by vegetation. The remaining 70.6% (277.5 ha) was non-vegetated surfaces, such as buildings, roads, exposed soil and dead grass (Figure 8). Vegetation classified as turf occupied 5.0% (19.7 ha) of the area, and 10.9% (42.7 ha) was classified as vegetation 0-3m in height. Canopy (vegetation 3m and above) covered 13.5% (53 ha) of the Town.

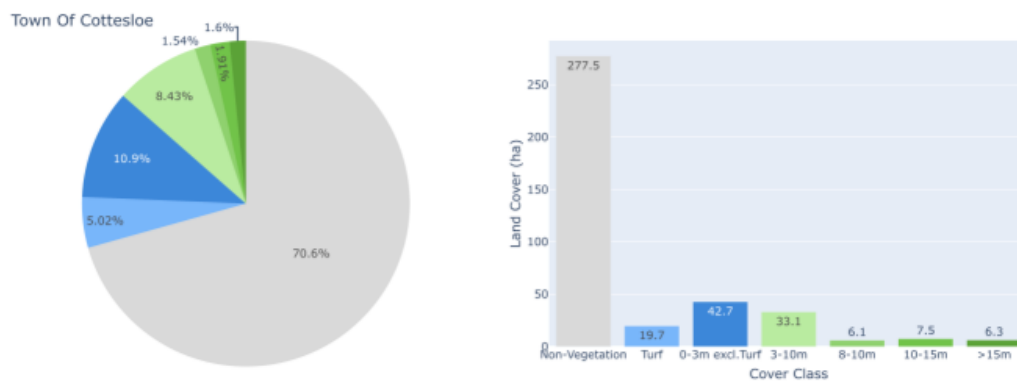


Figure 10: Town classification proportion (%) (left) and hectare coverage (right) of different height strata for the Town of Cottesloe in 2026.

3.2.2 Vegetation Cover Statistics - Land Ownership

Vegetation cover statistics were calculated across public and private land within the Town. Canopy cover was higher on public land (30.3 ha, 14.8%) than private land (22.7 ha, 12.0%), both in terms of total area (Table 1) and as a percentage (Table 2). While private land had a higher percentage cover in the 0-3m and 3-8m strata, public land had higher percentage cover across all other vegetation height classes, with the difference increasing as vegetation height increased. For example, in the >15m class, cover was only 0.5% (0.9 ha) in private land, compared to 2.6% (5.4 ha) in public land.

Table 1. Height stratified vegetation cover (in hectares) across private and public land within the Town of Cottesloe.

		Vegetation Cover (ha)								
Ownership	Area (ha)	Non-Veg	Turf	0-3m	3-8m	8-10m	10-15m	>15m	Canopy	All Veg
Private	188.7	139.7	2.9	23.4	16.5	2.7	2.6	0.9	22.7	49.0
Public	204.2	137.8	16.8	19.3	16.6	3.4	4.9	5.4	30.3	66.4
Total	392.9	277.5	19.7	42.7	33.1	6.1	7.5	6.3	53.0	115.4

Table 2. Height stratified vegetation cover (as a percentage) across private and public land within the Town of Cottesloe.

		Vegetation Cover (%)								
Ownership	Area (ha)	Non-Veg	Turf	0-3m	3-8m	8-10m	10-15m	>15m	Canopy	All Veg
Private	188.7	74.0	1.5	12.4	8.7	1.4	1.4	0.5	12.0	26.0
Public	204.2	67.5	8.2	9.4	8.1	1.7	2.4	2.6	14.8	32.5
Total	392.9	70.6	5.0	10.9	8.4	1.5	1.9	1.6	13.5	29.4

ArborCarbon Report: ArborCam Acquisition of Town of Cottesloe– Town of Cottesloe

3.2.3 Change Statistics

Overall, the Town saw a decrease in total vegetation cover from March 2023 to March 2026 (Table 3). This is solely attributed to a decrease in turf and low vegetation, with vegetation cover in this category decreasing from 20.1% to 15.9%. However, vegetation cover increased across all other height strata, resulting in an overall slight increase in canopy cover across the LGA. Canopy cover increased from 51 ha (13.0%) to 53 ha (13.5%) across the three years, an increase in canopy area of 3.9%.

Table 3: Change in proportion of land cover of the total LGA from 2023 to 2026 (%). Green indicates increase, red indicates decrease.

Class	Proportional Change (%) 2023 - 2026								
	Non-Veg	Turf	0-3m	3-10m	10-15m	>15m	All Veg	Canopy	Non-Canopy Veg
2023 (%)	66.9	6.5	13.5	9.8	1.7	1.4	33.1	13.0	20.1
2026 (%)	70.6	5.0	10.9	10	1.9	1.6	29.4	13.5	15.9
Change (%)	5.5	-23.2	-19.7	1.3	9.5	15.6	-11.1	3.9	-20.9

3.2.4 Plantable vs Non-plantable Canopy Statistics

A Supplementary analysis was undertaken to compare canopy cover statistics calculated across two spatial extents: (1) the entire Town of Cottesloe legal boundary, and (2) the plantable area only, derived by excluding non-plantable regions, i.e. the railway corridor and beach (Figure 3).

Excluding non-plantable areas produced a modest increase in canopy cover percentage across all acquisition years (Table 4).

Table 4: Canopy cover percentages for the district calculated across the full legal boundary and across the plantable area only (i.e. excluding the railway corridor and beach), for each acquisition year

	Canopy cover – full district (%)	Canopy Cover – plantable area only (%)
2026	13.5	14.3
2023	13.0	13.8
2020	14.1	14.3
2017	13.1	13.8

4 Conclusion and Recommendations

While total vegetation cover across the Town decreased from 33.1% to 29.4% between March 2023 and March 2026, the decreases were concentrated in the non-canopy vegetation classes. Much of the vegetation <3m tall is turf and grass, where vigour is more variable than shrubs and trees. Conditions preceding the data capture, such as rainfall, temperature, and irrigation levels, can all impact the level of photosynthetic activity and thus whether the vegetation is detected. For this reason, vegetation cover <3m tall is expected to vary more widely than other strata over time.

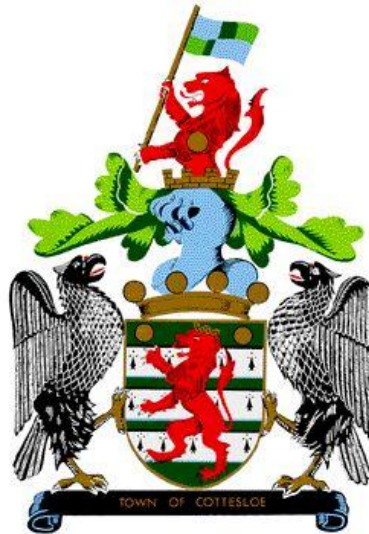
In contrast, total canopy cover (vegetation greater than 3m tall) across the Town increased from 13.0% (51.0 ha) in March 2023 to 13.5% (53.0 ha) in March 2026. This corresponds to an increase of 2.0 ha, or 3.9% of total canopy area, and reverts the trend of canopy loss reported in the 2020 to 2023 period, when canopy cover declined from 14.1% to 13.0%.

The removal of large trees across the Town, particularly in private land, is evident when comparing the height stratified imagery between 2023 and 2026. However, the overall increase in canopy cover indicates that this loss has been small enough to have been offset by consistent vegetation growth. This includes both shrubs gaining height since 2023, and larger established trees increasing in crown area. The largest proportional increases in vegetation cover between 2023 and 2026 occurred within the taller vegetation strata (10-15m and >15m), highlighting the importance of retaining large, mature trees to support long-term canopy cover targets.

Based on the findings of this report, we recommend the following:

- Produce a significant canopy loss dataset, to identify areas of excessive tree loss.
- Produce a VCI change dataset to detect decline in vegetation at the individual tree or branch level. VCI change can highlight subtle declines in vigour, indicating areas to target for ground-based inspection. Targeted inspection of declining vegetation can focus resources on key areas, increasing the chances of early detection of outbreaks such as Polyphagous Shot-Hole Borer (PSHB).
- Undertake ArborCam vegetation surveys over the Town on a triennial basis to track temporal changes and identify trends in vegetation cover and condition more readily.
- Develop a tree inventory dataset derived from ArborCam imagery, to enable the monitoring of vegetation condition at the individual tree level.

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.1.8A:
DRAFT - LEASE OF 81 FORREST COTTESLOE
(AMENDED 16 SEPTEMBER 2026)**

Lease of 81 Forrest Street, Cottesloe

Town of Cottesloe

Curtin Heritage Living Inc



McLEODS

Lawyers

Stirling Law Chambers | 220 Stirling Highway

CLAREMONT WA 6010

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

Email: mcleods@mcleods.com.au

Ref: TF:COTT 57741

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Draft

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Details

Parties

Town of Cottesloe

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

Curtin Heritage Living Inc (ABN 92 393 012 622)

of 40 Marine Parade, Cottesloe, Western Australia
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Lease.

Agreed terms

1. Definitions

Unless otherwise required by the context or subject matter the following words have these meanings in this Lease:

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

CPI Review means the rent review process described in **clause 5.3**;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

Facilities mean lavatories, sinks, drains, drainage or other sewerage or plumbing facilities, and gas or electrical fittings or appliances, telecommunications fittings or appliances, kitchen fittings and appliances, air-conditioning fittings and equipment, fire equipment and lifts and escalators (if any) and any other mechanical, electric, hydraulic or electronic service including pipes, wires, and cables the Lessor provides for the common use of users and occupiers of the Land, but does not include the services flowing or being conducted through those facilities;

Further Terms means the further terms (if any) specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GST has the meaning that it bears in the GST Act;

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this deed as supplemented, amended or varied from time to time;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and licensees of the Lessee; and
- (b) any person on the Premises by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by the Lessee;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be performed and observed by the Lessor;

Market Review means the rent review process specified in **clause 5.4**;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Party means the Lessor or the Lessee according to the context;

Permitted Purpose means the purpose or purposes set out in **Item 6** of the Schedule;

Premises means the area of the Land to be leased to the Lessee as more particularly described at **Item 1** of the Schedule;

Rent means the rent specified in **Item 5** of the Schedule as varied from time to time under this Lease;

Rent Review Date means a date identified in **Item 8** of the Schedule;

Reservations means the right of the Lessor to use the exterior walls and the roof of the Premises for advertising and other purposes and the right of the Lessor to install, maintain, use, repair, alter and replace, pipes, ducts, conduits and wires leading through the Premises and to pass and run gas water heat oil electricity and other power telephone lines and air-conditioning through such pipes ducts and conduits and wires, and to enter and remain on the Premises with or without workmen, contractors, employees and materials, plant and equipment for such purposes;

Schedule means the Schedule to this Lease;

Tax Invoice has the meaning which it bears in section 195-1 of the GST Act;

Taxable Supply has the meaning which it bears in section 195-1 of the GST Act.

Term means the term of years specified in **Item 2** of the Schedule; and

Termination means the date of:

- (a) expiry of the Term or any Further Term by effluxion of time;
- (b) sooner determination of the Term or any Further Term; or
- (c) determination of any period of holding over; and

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority.

2. Grant of lease

- (1) the Lessor leases to the Lessee the Premises for the Term subject to:
 - (a) all Encumbrances and Reservations;

- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

3. Quiet enjoyment

Except as provided in the Lease, and subject to the performance and observance of the Lessee's Covenants the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

4. Rent and other payments

4.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

4.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection AND where possible the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee; and
 - (d) premiums, excess and other costs arising from the insurance obtained by the Lessor in respect of the Premises. For the avoidance of doubt, the parties agree:
 - (i) that if such premium or cost does not include a separate assessment or identification of the Premises or the Land, the Lessee must pay a proportionate part of such premium or cost determined by the Lessor acting reasonably; and
 - (ii) such insurance will include insurance for the full replacement value of buildings; and
 - (e) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 4.2(1)** being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

4.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee covenants to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for 30 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

4.4 Costs

- (1) The Lessee covenants with the Lessor to pay to the Lessor on demand:
 - (a) all legal costs of and incidental to the instructions for the preparation and execution of this Lease and all copies;
 - (b) all duty, fines and penalties payable under the Duties Act 2008 and other statutory duties or taxes payable on or in connection with this Lease that are not attributable to the Lessor; and
 - (c) all registration fees in connection with this Lease (if any).
- (2) The Lessee covenants with the Lessor to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents;
 - (c) the preparation and service of a notice under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this clause or any matter arising out of this Lease.

4.5 Payment of Money

Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

4.6 Accrual of amounts payable

The parties agree that Amounts Payable accrue on a daily basis.

5. Rent Review

5.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

5.2 Methods of Review

The basis for each rent review is as identified for each Rent Review Date in **Item 8** of the Schedule.

5.3 CPI Review

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date.
- (2) If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period.
- (3) Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 5.4(d)**.

5.4 Market Review

A rent review based on a market review will establish the current market rent for the Premises by agreement between the Parties and failing agreement will be determined in accordance with the following provisions:

- (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the Premises.
- (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Lessee disputes the current market rent, it must notify the Lessor of that dispute (**Dispute Notice**) within 14 days after receiving the Lessor's notification. The Lessee must comply with this time limit to dispute the notified amount.
- (d) If the Lessee gives a Dispute Notice to the Lessor, then the current market rent for the Premises will be determined at the expense of the Lessee by a valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978 (WA)*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (f) In this clause, "current market rent" means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental for the use for which the Premises are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
 - (i) any improvements made or effected to the Premises by the Lessee; and

- (ii) any rent free periods, discounts or other rental concessions.

6. Insurance

6.1 Public Liability Insurance

The Lessee must effect and maintain with insurers approved by the Lessor noting the Lessor and the Lessee for their respective rights and interests in the Premises for the time being adequate public liability insurance for a sum not less than the sum set out at **Item 7** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

6.2 Building Insurance to be Effected by Lessor

- (1) The Lessor shall effect and keep effected policies of insurance in relation to any risk relating to the Lessor's ownership or interest in the Land and the Premises including, without limitation, insurance for fire and insurance for the Lessor's fixtures, and the Lessee must punctually reimburse the Lessor for any premiums or other costs arising therefrom including without limitation any excesses.
- (2) In respect to insurances required by subclause (1) above, the Lessor must on demand supply to the Lessee details of the insurances and give to the Lessee copies of the certificates of currency in relation to those insurances.

6.3 Details and receipts

In respect of the insurances required by **clause 6.1**, the Lessee must:

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

6.4 Not to invalidate

The Lessee and the Lessor must not do or omit to do any act or thing or bring or keep anything on the Premises which might:

- (a) make any insurance effected under this clause on the Premises, or any adjoining premises, void or voidable; or
- (b) cause the rate of a premium to be increased for the Premises or any adjoining premises (except insofar as an approved development may lead to an increased premium).

6.5 Report

Each Party must report to the other promptly in writing, and in addition verbally in an emergency:

- (a) any damage to the Premises of which they are aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Premises or to any person in or on the Premises.

6.6 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clause 6.1**.

6.7 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by **clause 6.1**;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by **clause 6.1**;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

6.8 Lessee's equipment and possessions

The Lessee acknowledges it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessor does not take any responsibility for the loss or damage of the Lessee's property.

7. Indemnity

7.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Premises and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

7.2 Indemnity

- (1) The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Environmental Contamination or pollution in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) a negligent or wrongful act or omission of the Lessee.

7.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 7.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

7.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

7.5 Release

- (1) The Lessee:
 - (a) agrees to occupy and use the Premises at the risk of the Lessee; and
 - (b) releases to the full extent permitted by law, the Lessor from:

- (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by the Lessee;
- (ii) loss of or damage to the Premises or personal property of the Lessee; and
- (iii) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Environmental Contamination or pollution in, on or under the Premises or surrounding area

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

- (2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

8. Maintenance, repair and cleaning

8.1 Maintenance

- (1) Subject to paragraph (3) below, the Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, except when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents; and
 - (b) in respect of any structural or capital maintenance, replacement or repair except when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Lessee under this subclause, the Lessee shall where maintaining, replacing or repairing in or on the Premises:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and
 - (d) any gas fittings and fixtures,

use only licensed trades persons, or such trades persons as may be approved by the Lessor and notified to the Lessee, which approval shall not be unreasonably withheld.

- (3) For the avoidance of doubt, the Lessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, internal glass breakages and internal painting.
- (4) For the avoidance of doubt, the Lessor is responsible for all structural repairs, sewerage, plumbing, electrical, air-conditioning and external glass breakages to the Premises EXCEPT when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.
- (5) Notwithstanding any other provision of this Lease, the Lessee will be responsible for any repair or replacement which is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.

8.2 Maintain surroundings

The Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings including but not limited to any flora, gardens lawns, shrubs, hedges and trees.

8.3 Pest control

The Lessee must keep the Premises free of any vermin or any other recognised pests and the cost of extermination will be borne by the Lessee.

8.4 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises.

8.5 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's Fixtures and Fittings, are appropriately secured at all times.

8.6 Redecorating

- (1) The Lessee must on or before each date as stated in **Item 10** of the Schedule paint with at least 2 coats of paint those parts of the Premises usually painted internally. All painting carried out on the Premises must be carried out by a registered painting contractor; and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.
- (2) Notwithstanding any provision to the contrary in this Lease:

- (a) any carpet or floor covering replaced by the Lessee or installed by the Lessee, due to excessive wear and tear, shall immediately become and shall remain the property of the Lessor; and
- (b) subject to paragraph (c) below unless otherwise approved by the Lessor in writing, the Lessee shall on or before each date as stated in **Item 10** of the Schedule replace all carpets and floor coverings in the Premises with suitable carpets and floor coverings of good quality approved of by the Lessor in writing, which approval shall not be unreasonably withheld; and
- (c) notwithstanding any other provision of this Lease, the Lessor agrees that the Lessee will not be required to replace carpets and floor coverings if the condition of the carpets and floor coverings is consistent with fair wear and tear.

8.7 Acknowledgement of state of repair of Premises

- (1) The Lessee accepts the Premises and the Land in its present condition relying upon its own enquiries and investigations.
- (2) The Lessor does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Lessee or for the business which the Lessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.

9. Alterations

9.1 Restriction

- (1) The Lessee must not without prior written consent:
 - (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
 - (b) install any new signage;
 - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (d) remove alter or add to any fixtures, fittings or Facilities in or on the Premises.
- (2) The Lessee acknowledges and agrees that all alterations must be in strict accordance with any planning or building approvals for such alterations.

9.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 9.1** the Lessor may:

- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent;
 - (ii) require that work be carried out in accordance with the Building Code of Australia; and
 - (iii) require that any alteration be carried out to the reasonable satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in **clause 9.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions and must strictly comply with such consents or approvals.

9.3 Cost of Works

All works undertaken under this clause will be carried out at the Lessee's expense.

9.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

10. Use

10.1 Restrictions on use

The Lessee must not and must not suffer or permit a person to:

- (a)
 - (i) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
 - (ii) use the Premises for any purpose which is not permitted under any town planning scheme or any law relating to health;
- (b) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on the Premises any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;

- (d) store any dangerous compound or substance on or in the Premises;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Premises;
- (f) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor;
- (g) to use or allow the Premises to be used for the consumption of alcohol without first obtaining the written consent of the Lessor; or
- (h) use the Premises as the residence or sleeping place of any person.

10.2 Operation of Business

- (1) The Lessee must:
 - (a) conduct its business on the Premises at all times in a proper efficient and reputable manner and must not use the Premises nor permit the Premises to be used for any illegal, immoral or improper use or purpose;
 - (b) not without the prior written consent of the Lessor use or permit to be used any other method in lighting the Premises other than by electricity and will not use or permit or suffer to be used any method of heating other than by electricity, gas or oil;
 - (c) keep in force all licences and permits required for the carrying on of any business conducted by it in or upon the Premises; and
 - (d) deliver to the Lessor any notices or orders served on or received by the Lessee in respect of the Premises or the conduct of the Lessee's business on the Premises.

10.3 Lessee to Observe Copyright

In the event that the Lessee or any person sub-leasing, hiring, or in temporary occupation of the Premises provides, contracts for, or arranges for the performance, exhibition or display of any music or work of art the copyright of which is not vested in the Lessee or that person, the Lessee shall ensure that all obligations in regard to payment of copyright or licensing fees with the owner or licensor of the copyright are met before any such performance, exhibition or display is held.

10.4 No Warranty

The Lessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any Written Law for its use of the Premises.

10.5 Premises Subject to Restriction

The Lessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

11. Lessor's right of entry

11.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor onto the Premises without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
- (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

11.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to at **clause 11.1(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand

11.3 Notice to Relet

During the last three (3) months prior to the expiry of the Lease the Lessee must:

- (a) permit the Lessor to affix upon any part of the Premises a notice for reletting the same;
- (b) not remove, conceal or deface such notice to relet; and
- (c) permit intending tenants at all reasonable times to view the Premises.

12. Bank Guarantee

12.1 Bank Guarantee

If an amount is specified in **Item 9**, the Lessee must give the Lessor an unconditional and irrevocable undertaking (**Bank Guarantee**) from a bank or financial institution authorised to carry on banking in Australia under the *Banking Act 1959* in the terms provided in **clauses**

12.2 to 12.6.

12.2 Purpose of the Bank Guarantee

The Bank Guarantee will authorise the Lessor to draw on the money guaranteed:

- (a) if any Amounts Payable remain unpaid for 7 days after becoming due whether or not a demand or Notice has been given to the Lessee; or
- (b) to recover the cost to the Lessor of rectifying any breach of any of the Lessee's Covenants (other than the covenant to pay the Amounts Payable) which has not been rectified by the Lessee within 14 days of being notified of the breach.

12.3 Form of the Bank Guarantee

The Bank Guarantee must be in favour of the Lessor and in a form that is reasonably satisfactory to the Lessor.

12.4 Term of Bank Guarantee

The Bank Guarantee must be enforceable at all times for:

- (a) the Term of the Lease;
- (b) any further term, extension or holding over; and
- (c) a period of three months after termination of the Lease.

12.5 Amount of Bank Guarantee

The amount of the Bank Guarantee shall be at any point in time during the Term or any Further Term be equal to the sum specified in **Item 9** of the Schedule. For the avoidance of doubt, the Lessee acknowledges that if the Rent is increased following a Rent Review, or if the Lessor draws upon the Bank Guarantee at any time during the Term, the Lessee will be required to provide a supplementary or replacement bank guarantee such that the amount of the Bank Guarantee always equals the amount specified in **Item 9** of the Schedule

12.6 Cost of Bank Guarantee

Any costs associated with meeting this obligation will be paid by the Lessee.

12.7 Return of Bank Guarantee

The Lessor shall return the Bank Guarantee (or any remaining portion of the Bank Guarantee) after three months after termination of the Lease.

13. Statutory obligations and notices

13.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Premises, including without limitation all relevant laws relating to occupational health and safety and the health and safety of all persons entering upon the Premises;

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- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 10**;
- (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
- (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

13.2 Safety & Testing Obligations

The Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that the Premises, and any fixtures or fittings located on the Premises, are regularly tested, maintained and inspected to ensure that the Premises and such fixtures and fittings comply with all statutory requirements and are safe for use.

13.3 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 13.1 and 13.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 13.1 and 13.2**.

13.4 No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

14. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and

- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor.

15. Default

15.1 Events of Default

- (1) Subject to **clause 15.1(2)**, a default occurs if:
 - (a) any Amounts Payable remain unpaid after becoming due and remains unpaid for one month after written notice has been given to the Lessee to pay such Amounts Payable;
 - (b) the Lessee is in breach of any of the Lessee's Covenants other than the covenant to pay the Amounts Payable for 28 days after written notice has been given to the Lessee to rectify the breach;
 - (c) an order is made or a resolution effectively passed for the winding up of the Lessee unless the winding up is for the purpose of amalgamation or reconstruction;
 - (d) a controller, as defined by the *Corporations Act 2001* is appointed in respect of the Lessee's interest in the Premises under this Lease;
 - (e) a mortgagee takes possession of the Lessee's interest in the Premises under this Lease;
 - (f) the Premises are vacated and remain so for a continuous period of 28 days;
 - (g) the registration of the Lessee is cancelled or dissolved under the *Corporations Act 2001* or the *Associations Incorporation Act 2015*, as the case may be; or
 - (h) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.
- (2) For the purposes of **clause 15.1(1)** the Lessor agrees that the Lessee will not be in default under the Lease if, at any time, an administrator, as defined by the *Corporations Act 2001*, is appointed in respect of the Lessee except where the administration comes to an end by reason of the Lessee's creditors resolving that the Lessee should be wound up.

15.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 15.1(1)**, the Lessor may:

- (a) upon written notice to the Lessee, at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 17**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

15.3 Lessor may Remedy Lessee's default

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's reasonable costs and expenses of remedying each breach or default.

15.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers of the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

15.5 Essential Terms

Each of the Lessee's Covenants in **4** (Rent and Other Payments); **5** (Insurance); **6** (Indemnity); **8** (Maintenance, Repair and Cleaning), **10** (Use) and **20** (Assignment, Subletting and Charging) is an essential term of this Lease but this clause does not mean or imply that there are no other essential terms in this Lease.

15.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term;
- (c) the Lessee must compensate the Lessor for any reasonable loss suffered by the Lessor arising from the early determination of the Lease, including:
 - (i) loss of Rent and other Amounts Payable during the period reasonably required to re-let the Premises;
 - (ii) the reasonable costs of recovering possession of the Premises;
 - (iii) the reasonable costs of advertising, marketing and re-letting the Premises; and
 - (iv) any other reasonable loss directly resulting from the Lessee's breach,provided that the Lessor must take reasonable steps to mitigate its loss; and
- (d) the obligations of the Lessee under clauses (a) to (c) survive termination or any deemed surrender at law of the estate granted by this Lease.

16. Option to renew

If the Lessee at least three months, but not earlier than six months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in :
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,

the Lessor will grant to the Lessee a lease for the Further Term at the Rent and on the same terms and conditions other than this clause in respect of any Further Terms previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

17. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

18. Obligations on Termination

18.1 Restore Premises

- (1) Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease and repair, replace or make good to the reasonable satisfaction of the Lessor any of the Premises (which for the avoidance of doubt includes the exterior façade, the walls, the exterior and interior of all windows, doors, all other glass and other fixtures) where they have been damaged by the Lessee or any of the Lessee's Agents.
- (2) For the avoidance of doubt, on the expiry or earlier termination of the Lease the Lessee must:
 - (a) remove all furniture, equipment, records, signage and other personal property belonging to the Lessee;
 - (b) repair any damage caused by such removal;
 - (c) leave the Premises in a clean condition;
 - (d) ensure the Premises are in good repair having regard to the Lessee's maintenance obligations under this Lease and fair wear and tear excepted; and
 - (e) comply with any redecoration obligations imposed under **clause 8.7**.

18.2 Remove Lessee's Property prior to Termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture including without limitation any signs (other than air-conditioning plant and fire equipment, security alarms, window treatments, carpets and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and promptly make good to the reasonable satisfaction of the Lessor any damage caused by the removal.

18.3 Peacefully Surrender

On Termination, the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and
- (b) surrender to the Lessor all keys, swipe cards, and security access devices held by the Lessee.

18.4 Lessor can Remove Lessee's Property on Re-Entry

If the Lessee fails to remove any such fixtures or fittings and any other chattels, stock or goods belonging to the Lessee in accordance with **clause 18.2** within fourteen (14) days from the determination of the Term, the Lessor may at its option:

- (a) cause any such fixtures or fittings to be removed and stored at the cost of the Lessee and any such damage to be made good and any such alterations to be so re-altered and may recover the costs thereof from the Lessee as a liquidated debt payable on demand; or
- (b) elect to treat any such fixtures or fittings and any other chattels, stock or goods of the Lessee to be deemed abandoned by the Lessee and such property shall then be and become the property of the Lessor absolutely.

18.5 Obligations to continue

The Lessee's obligations under this clause will survive termination.

19. Damage or Destruction of Premises**19.1 Abatement of Lessee's financial obligations**

If during the continuance of this Lease the Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible through an event described in **clause 19.2**, rendering the Premises or any part of it wholly or substantially unfit for the Lessee's use and occupation or inaccessible, then the Lessee's financial obligations abate in accordance with this clause.

19.2 Abating events

This clause applies in case of fire, lightning, storm, flood, earthquake, explosion, malicious damage, war damage, and any other event beyond the Lessee's control.

19.3 Lessee's financial obligations

Abatement extends to all the Lessee's financial obligations to the Lessor under this Lease, including Rent, and all the rates and taxes and utility charges (**Financial Obligations**).

19.4 Period of Abatement

The period of abatement of the Lessee's Financial Obligations will be from the date of the destruction, damage of the Premises or inaccessibility of the Premises until the date when the Premises are restored in a reasonable period of time, accessible and rendered suitable for the Lessee's use and occupation. For the sake of clarity the abatement shall not apply to any amount that becomes due and payable by the Lessee prior to the date the Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible, save that if the Rent has been paid in advance the abatement shall apply to any Rent paid in advance which relates to any period from the date of the destruction, damage or inaccessibility of the Premises.

19.5 Effect of abatement

During and for the period of abatement of the Lessee's Financial Obligations the Lessee's liability to pay the whole or proportion of the Financial Obligations under this Lease, as agreed or determined under **clause 19.8**, calculated on a daily basis will cease and abate.

19.6 Exception to abatement

The Lessee is not entitled to an abatement of the Lessee's Financial Obligations under this clause if:

- (a) the event resulting in the damage, destruction to the Premises or inaccessibility of the Premises is caused or contributed to by the act or negligent omission of the Lessee or the Lessee's employees; or
- (b) the Lessor fails to recover the benefit of any insurance for loss or damage to the Premises or the Land because of any act or omission of the Lessee or the Lessee's Agents.

19.7 Lessee's use of premises

If the extent of damage to the Premises enables the Lessee to use and enjoy the whole or part of the Premises for the Lessee's business, THEN the Lessee may continue to use the Premises and conduct its business whilst the Premises are being repaired unless:

- (a) the Lessor reasonably requires such use to cease during the whole or part of the repairs; or
- (b) any public authority prohibits occupation of the Premises in its damaged condition,

and such use by the Lessee will be taken into account when determining the partial abatement of the Lessee's Financial Obligations.

19.8 Determination of abatement

- (1) The parties will endeavour to agree on the commencement and period of abatement of the Lessee's Financial Obligations, and if the Lessee is able to have partial use and enjoyment of

the Premises, then the proportion of the abatement of the Lessee's Financial Obligations having regard to the nature and extent of the damage to and use of the Premises.

- (2) If the parties have any dispute regarding the Lessee's entitlement to an abatement of the Lessee's Financial Obligations, its period or amount, the dispute will be determined by a loss assessor:
- (a) who is then a member of the Insurance Council of Australia Ltd (Council) and is experienced in assessing premises of the nature of the Premises and is nominated by the President for the time being or senior officer of that Council on the application of either party;
 - (b) acting as an expert;
 - (c) who is entitled to accept written submissions and expert reports from either party; and
 - (d) whose costs shall be borne equally by the parties;
 - (e) whose decision is final and binding on the parties.
- (3) If the loss assessor nominated under paragraph (2) above fails to proceed or to determine the dispute, either party may seek the nomination of another loss assessor in accordance with paragraph (2).

20. Assignment, sub-letting and charging

20.1 No assignment or sub-letting without consent

The Lessee must not assign the leasehold estate in the Premises nor part with possession, sub-let or dispose of the Premises or any part of the Premises without the prior written consent of the Lessor, and any other person whose consent is required under this Lease or at law.

20.2 Change in Ownership of Shares

If the Lessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act 2001* (Cth) the Lessee must give the Lessor written notification of the change in ownership of shares within 14 days of the change.

20.3 Lessor's Consent to Assignment

Provided all parties whose consent is required under this Lease or at law to an assignment give their consent, then the Lessor may not unreasonably withhold its consent to the assignment of the leasehold estate created by this Lease if:

- (a) the proposed assignee is a registered charity, incorporated association, company limited by guarantee or other not-for-profit organisation approved by the Lessor, and is capable of carrying out activities substantially consistent with the Permitted Purpose;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Lessee or not, of any of the Lessee's Covenants;

- (c) the Lessee procures the execution by the proposed assignee of a deed of assignment to which the Lessor is a party and which deed is prepared and completed by the Lessor's solicitors;
- (d) the proposed assignee provides to the Lessor any personal guarantees, or any other security the Lessor reasonably requires;
- (e) the deed of assignment contains a covenant by the assignee with the Lessor to pay all Amounts Payable and to perform and observe all the Lessee's Covenants; and
- (f) the Lessor's consent to assignment of the Lease, where provided, may be given subject to such reasonable conditions as the Lessor sees fit.

20.4 Subletting requirements

Provided all parties whose consent is required under this Lease or at law to a sublease give their consent, then the Lessor may not unreasonably withhold its consent to sublease of the Premises if:

- (a) the proposed use of the Premises is consistent with the Permitted Purpose;
- (b) the terms of the sublease are consistent with the terms of this Lease; and
- (c) rent for the sublease of the Premises or part thereof is less than the pro rata \$/m² payable by the lessee to the Lessor under this Lease.

20.5 Property Law Act 1969

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

20.6 Costs for Assignment or sublease

If the Lessee wishes to assign or sublet the leasehold estate created by this Lease, the Lessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Lessor or other person whose consent is required under this Lease, of and incidental to:

- (a) the enquiries made by or on behalf of the Lessor as to the respectability, responsibility and financial standing of each proposed assignee;
- (b) any consents required under this Lease or at law; and
- (c) all other matters relating to the proposed assignment or sublease,

whether or not the assignment or sublease proceeds.

20.7 No Mortgage or charge

The Lessee must not, without the prior written consent of the Lessor, mortgage, charge, encumber or otherwise deal with the leasehold estate created by this Lease or grant any security interest over its interest in the Premises.

21. Disputes

21.1 Referral of Dispute: Phase 1

Except as otherwise provided, any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an employee of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

21.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 21.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and or director of the Lessee or a senior representative of the Lessee for the purpose of resolving the dispute.

21.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 21.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

21.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid.

22. Goods and services tax

22.1 Lessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Land or any goods, services or other Taxable Supply supplied under this Lease then, unless the Lessor is liable for the payment of a given Taxable Supply, as from the date of any such introduction or application:

- (a) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

22.2 Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with **clause 22.1(b)**.

22.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 22.2** the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

23. Notice

23.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

23.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 23.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 23.1(b)**, on the fifth business day following the date of posting of the Notice.

23.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

24. Additional terms, covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 11** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease. If there is any inconsistency between the provisions of **Item 11** of the Schedule and the remaining provisions of this Lease, the provisions of **Item 11** of the Schedule will prevail to the extent of that inconsistency.

25. General Provisions

25.1 Lessor's Consent

The Lessee acknowledges and agrees with the Lessor that:

- (a) if the Lessor consents to any matter referred to in this Lease, the Lessor may consent subject to any conditions that it deems reasonably necessary; and
- (b) if the Lessor consents to any matter referred to in this Lease, the Lessee must, to the reasonable satisfaction of the Lessor, comply with any condition imposed by the Lessor.

25.2 Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

25.3 Trustee Provisions

If the Lessee enters into this Lease as trustee of a trust:

- (a) the Lessee does so both for itself and as trustee of the trust and in this Lease, each reference to the Lessee has effect as a reference to it in each capacity;
- (b) the Lessee warrants to the Lessor that:
 - (i) it is the only trustee of the trust; and
 - (ii) no action has been taken or proposed to remove it as trustee of the trust; and
 - (iii) it has power under the trust deed of the trust to enter into this lease and it has entered into this lease for the benefit of the beneficiaries of the trust; and
 - (iv) it has a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by it under this lease; and
 - (v) the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Lessee has a right to be indemnified out of those assets; and
 - (vi) it is not in default under the trust deed; and
 - (vii) no action has been taken or is proposed to terminate the trust; and
 - (viii) it has complied with its obligations in connection with the trust; and
 - (ix) the Lessor's rights under this Lease rank in priority to the interests of the beneficiaries of the trust.

25.4 Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

25.5 Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

25.6 Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

25.7 Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

25.8 Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

25.9 No Absolute Caveat

The Lessee must not lodge an absolute caveat at Landgate against the Certificate of Title for the Premises, unless the Lessee has first obtained the written consent of the Lessor.

25.10 Waiver

- (1) Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.
- (2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

25.11 Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

25.12 Interpretation

In this Lease, unless expressed to the contrary:

- (a) Words using:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;
- (b) A reference to:

- (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;
- (c) A reference to a professional body includes a successor to or substitute for that body;
- (d) A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements of any of them from time to time in force;
- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) A reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) Any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) If a Party comprises two or more persons the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) The agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by the Lessee's Agents; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done; and
- (m) Except in the Schedule headings do not affect the interpretation of this Lease.

Schedule

Item 1 Land and Premises

Land

Lots 26 and 27 on Plan 1303 and being the whole of the land comprised in Certificate of Title Volume 1217 Folio 375, and known as the Old Post Office, 81 Forrest Street, Cottesloe.

Premises

The whole of the Land together with all buildings, structures, alterations, additions and improvements on the Land or erected on the Land during the term.

Item 2 Term

5 years commencing on the Commencement Date.

Item 3 Further Terms

Not applicable.

Item 4 Commencement Date

[To be inserted – being the date on which Council resolves to approve the lease.]

Item 5 Rent

\$55,000 per annum net of GST, payable in advance by monthly instalments with the first instalment due on the Commencement Date.

Item 6 Permitted Purpose

- (a) The provision of services to the aged and to other persons needing assistance to remain in the accommodation of their choice for as long as possible; and
- (b) Any other ancillary use approved by the Lessor in writing prior to the commencement of the use.

Item 7 Public Liability Insurance

Twenty million dollars (\$20,000,000.00).

Item 8 Rent Review Dates**CPI Reviews**

CPI Reviews are to be undertaken on each anniversary of the Commencement Date for each year of the Term (including any Further Term and period of holding over, if applicable).

Market Reviews

Not applicable.

Item 9 Amount of Bank Guarantee

Not applicable.

Item 10 Redecorating dates

Within the six (6) month period immediately preceding the expiry or earlier termination of the Term.

Item 11 Additional terms**11.1 Heritage Building**

- (1) The Lessee acknowledges that the Premises are known as the former Cottesloe Post Office and Telephone Exchange and are entered on the Register of Heritage Places.
- (2) The Lessee must take all reasonable steps to preserve and protect the heritage significance and heritage fabric of the Premises.
- (3) The Lessee must not undertake, permit or allow any alteration, addition, demolition, fit-out, signage, installation, repair, replacement or other works affecting the heritage fabric of the Premises without:
 - (a) the prior written consent of the Lessor; and
 - (b) obtaining all approvals required by law.
- (4) The Lessee must promptly notify the Lessor of any damage, deterioration or defect affecting any heritage element of the Premises.
- (5) In complying with **clause 18** of this Lease, the Lessee must not remove, alter or interfere with any heritage feature of the Premises unless directed by the Lessor in writing.

11.2 Concessional Rent and community benefit

- (1) The parties acknowledge that the Rent payable under this Lease is concessional and below market rental value.

- (2) The concessional Rent is granted in recognition of:
 - (a) the Lessee's status as a not-for-profit organisation; and
 - (b) the community services provided by the Lessee from the Premises.
- (3) Within three (3) months after the end of each financial year, the Lessee must provide to the Lessor a detailed Annual Benefit Statement for the Town of Cottesloe setting out:
 - (a) services provided from the Premises;
 - (b) relevant senior services metrics relating to services delivered to the local community;
 - (c) the number of persons assisted;
 - (d) volunteer participation and community engagement activities;
 - (e) key service outcomes achieved during the preceding financial year; and
 - (f) any other information reasonably requested by the Lessor concerning the community benefit arising from the Lessee's occupation of the Premises.
- (4) The Lessor may publish the Annual Benefit Statement, or a summary of it, on the Town's website or through other Town communications.

11.3 Termination on Notice

- (1) Notwithstanding any other provision of this Lease, either party may terminate this Lease at any time by giving not less than six (6) months' prior written notice to the other party.
- (2) Upon expiry of the notice period:
 - (a) this Lease will terminate;
 - (b) neither party shall have any claim against the other arising solely from the exercise of the rights under this clause; and
 - (c) the Lessee must comply with **clause 18** of this Lease.

Signing page

EXECUTED by the parties as a Deed

2026

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

MAYOR

(Print Full Name)

CHIEF EXECUTIVE OFFICER

(Print Full Name)

EXECUTED BY CURTIN HERITAGE LIVING INC (ABN 92 393 012 622) in accordance with its constitution in the presence of:

Office Holder Sign

Office Holder Sign

Name:

Name:

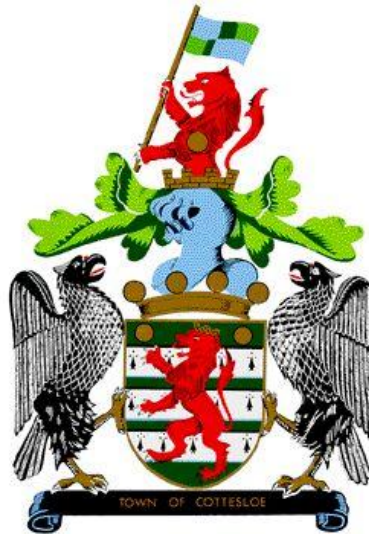
Address:

Address:

Office Held:

Office Held:

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.2.1A:
UNCONFIRMED MINUTES - AUDIT, RISK AND
IMPROVEMENT COMMITTEE - 14 SEPTEMBER
2026**

TOWN OF COTTESLOE



AUDIT, RISK AND IMPROVEMENT COMMITTEE

UNCONFIRMED MINUTES

AUDIT, RISK AND IMPROVEMENT COMMITTEE
HELD IN THE
Mayor's Parlour, Cottesloe Civic Centre
109 Broome Street, Cottesloe
4:30 PM Monday, 14 September 2026

A handwritten signature in black ink, appearing to read 'V. Cobby'.

VICKI COBBY
A/Chief Executive Officer

15 September 2026

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

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AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

1 DECLARATION OF MEETING OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member announced the meeting opened at 4:32 pm.

1.1 ACKNOWLEDGEMENT OF COUNTRY

I would like to begin by acknowledging the Whadjuk Nyoongar people, Traditional Custodians of the land on which we meet today, and pay my respects to their Elders past and present. I extend that respect to Aboriginal and Torres Strait Islander peoples here today.

2 DISCLAIMER

The Presiding Member drew attention to the Town's Disclaimer.

3 ATTENDANCE**Members**

Deputy Mayor Sonja Heath	Elected Member
Cr Lorraine Young	Elected Member
Cr Jeffrey Irvine	Elected Member
Cr Kirsty Barrett	Elected Member
Mr Andrew Dimsey	Independent Presiding Member
Mr Ian McKenzie	Independent Deputy Presiding Member

Officers

Mrs Vicki Cobby	A/Chief Executive Officer
Mr Paul Neilson	A/Director Development and Regulatory Services
Ms Eloise Watson	Communications Engagement Officer

Visitors

Nil

Apologies

Mayor Melissa Harkins	
Sarah Jane Watkins	Manager Finance
Kate Jones	Manager Governance

4 DECLARATION OF INTERESTS

Nil

5 ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

The Presiding Member announced that the meeting is being recorded, solely for the purpose of confirming the correctness of the Minutes.

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

6 CONFIRMATION OF MINUTES

AC016/2026

Moved Cr Young

Seconded Cr Heath

That the Minutes of the Audit, Risk and Improvement Committee Meeting held on Monday 15 June 2026 be confirmed as a true and accurate record.

Carried 6/0

For: Presiding Member Dimsey, Deputy Presiding Member McKenzie, Cr Irvine, Cr Heath, Cr Young, and Cr Barrett

Against: Nil

7 PRESENTATIONS

Nil

8 REPORTS**8.1 REPORTS OF OFFICERS****8.1.1 REQUEST TO ADOPT 2025 COMPLIANCE AUDIT RETURN**

Directorate: Executive Services
 Author(s): Kate Jones, Manager Governance
 Authoriser(s): Mark Newman, Chief Executive Officer
 File Reference: D26/98896
 Applicant(s):
 Author Disclosure of Interest: Nil

CEO NOTE: Following the Audit, Risk and Improvement Committee Meeting on 14 September 2026, the response was reconsidered to the Compliance Audit Return question relating to r.18(1) and (4) of the Local Government (Functions and General) Regulations 1996.

While the original "**No**" response was technically correct, as no tenders were received that were submitted outside the prescribed time or place, the response did not represent a compliance failure. Rather, it reflected that the legislative requirement was not triggered during the audit period. As a result, the question effectively recorded a compliant outcome as a non-compliant result, which understated both the Town's overall compliance rate and compliance maturity assessment. Accordingly, the response was reclassified as **Not Applicable (N/A)** and the compliance calculations were recalculated. This resulted in the compliance rate increasing from **86.67% to 88.14%**. The compliance maturity scores were also revised, with **Compliance Status** reducing from **3.73 to 3.60**, **Evidence Quality** from **4.08 to 3.95**, **Process Maturity** from **3.10 to 2.97**, **Monitoring and Assurance** from **2.84 to 2.80**, **Resilience/People Dependency** from **2.71 to 2.63**, and the **overall Compliance Maturity Score** from **3.29 to 3.19**. While the maturity scores changed as a consequence of the recalculation methodology, the overall maturity rating remained "**Established**". The revised

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

response and associated scoring amendments have been incorporated into this report and attachments.

SUMMARY

The purpose of this report is to present more than a summary of the Town's annual statutory Compliance Audit Return (**CAR**) results. Part of the report provides those. It also goes further to provide the results of a compliance maturity assessment undertaken as part of the audit.

The results of the audit demonstrate the Town is **88.14%** compliant as far as responses to questions in the CAR are concerned. The assurance measure presented for the Audit, Risk and Improvement Committee (**ARIC**) and Council to consider is the assessment of compliance management controls and whether they are operating optimally.

OFFICER RECOMMENDATION IN BRIEF

Following review by ARIC, Council is requested to adopt the 2026 Compliance Audit Return, authorise the Mayor and Chief Executive Officer to sign the adopted return, and request the Chief Executive Officer to submit it to the Department of Local Government, Industry Regulation and Safety by 30 September 2026.

BACKGROUND

The combined operation of the *Local Government Act 1995 (Act)* and Local Government (Audit) Regulations 1996 (**Audit Regs**), require local governments to conduct an annual compliance audit. The scope of the audit is narrowed to the statutory requirements prescribed in regulation 13 of the Audit Regs. The audit does not extend to the entirety of the legislative environment local governments operate within.

The 2025 CAR is the first to be administered under the Local Government Inspectorate. Responsibility for the CAR has transferred from the Department of Local Government, Industry Regulation and Safety (**Department**) to the Local Government Inspectorate as part of broader local government governance reforms. The Inspectorate is now responsible for issuing CAR requirements, monitoring compliance reporting and identifying systemic governance and compliance issues across the local government sector.

The Audit Regs prescribe the audit period as 1 January to 31 December, with submission of the Council-approved and certified CAR to the Department by 31 March. In 2026, the submission deadline for the 2025 CAR was deferred to 30 September 2026 to facilitate implementation of the new CAR arrangements introduced following the establishment of the Local Government Inspectorate.

OFFICER COMMENT**2025 Compliance Audit Return****Process**

The compliance audit was conducted in-house during August 2026. The methodology involved separating the CAR questions and distributing questions to relevant officers to

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

provide responses. Members of the Executive were asked to provide responses to questions that covered all directorates.

Respondents were also asked to rate five maturity components for each response based on:

1. Compliance status;
2. Evidence quality;
3. Process maturity;
4. Monitoring and assurance; and
5. Resilience/people dependency.

The responses returned have allowed assessment of:

- a. Whether the Town is compliant in each of the areas tested.
- b. How reliably and sustainably compliance is being achieved.

Together the results provide a complete assurance picture of the Town's current state of compliance under the tested areas of *Local Government Act 1995* legislation.

Compliance Results

The 2025 compliance audit asks 119 compliance questions – a sample selected from those prescribed by Regulation 13 of the Audit Regs. Forty **six** questions returned not applicable (N/A) responses, and 14 did not require a response as the legislative requirement was assessed elsewhere in the return. Of the **59** remaining compliance requirements, 52 returned compliant (YES) responses; and **7** as non-compliant (NO), resulting in an overall compliance rate of **88.14%**:

Attachment (a) is the draft 2026 Compliance Audit Return reflecting these results.

Analysis of results

The vast majority of applicable compliance obligations have been assessed as compliant. The results indicate that fundamental governance, financial management, procurement, delegation and disclosure frameworks are operating effectively. However, the audit also identified several non-compliances that collectively point to a common theme of documentation, publication and governance maintenance rather than failures in core decision-making, financial stewardship or statutory administration.

From an ARIC perspective, the findings suggest that the Town's compliance framework is functioning adequately but continues to mature. Importantly, the identified non-compliances are largely administrative and governance-related in nature and do not indicate systemic failures in financial controls, procurement integrity, delegation frameworks or elected member accountability.

*Key strengths***1. Strong financial governance and internal controls**

The Town demonstrated full compliance across applicable Financial Management Regulations, including internal controls to segregate financial duties; compliant banking and

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investment management; authorisations; and reporting of payments and purchasing card transactions.

This reflects a mature financial control environment and provides confidence regarding stewardship of public funds.

2. Well-Established Delegation Framework

The audit confirms that Council's delegation framework enabled Council delegations to the CEO and from the CEO to employees to be appropriately made and documented; and the delegations register to be maintained and reviewed compliantly.

This demonstrates a sound governance structure. It is noted that a number of the CAR delegation questions related to delegations to s.5.8 committees of Council, of which Council has none, resulting in N/A responses.

3. Procurement and Tendering Compliance

Procurement represents a high-risk governance area for local government. Tenders called during the 2025 reporting period were all from the Engineering directorate. Results indicate strong performance including compliance with observance of tender thresholds; appropriate tender evaluations; maintaining up-to-date tender registers; notifications to unsuccessful tenderers of outcomes; and compliance with the Town's Purchasing Policy requirements.

It is noted that a number of CAR questions related to panels of pre-qualified suppliers and major land and trading transactions, for which the Town returned N/A responses.

4. Transparency and Disclosure Frameworks

The Town demonstrated compliance with requirements relating to various statutory registers, returns and obligations to publish information. These are important controls to support integrity, accountability and community confidence. The audit established the need to continuously monitor statutory information on the website to ensure it is kept up-to-date and published within required timeframes.

Key Weaknesses and Emerging Risks

Although the number of non-compliances is relatively low, the findings reveal several consistent themes that warrant ongoing monitoring.

1. Governance documents not published or maintained

The most significant recurring issue relates to governance information that was either not published or not maintained in accordance with statutory requirements.

Examples include:

- a. Model Standards not published on the Town's website (s.5.39B).
- b. Website publication deficiencies under s.5.96A.

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- c. Website publication deficiencies under regulation 29C.
- d. Electoral Gift Register not updated following the 2025 election.

The issue is not that governance frameworks do not exist. In most instances the policies or standards raised in compliance questions had been adopted appropriately but were not consistently published or updated publicly. This suggests weaknesses in administrative monitoring and governance maintenance processes rather than failures in governance design itself.

2. Strategic Planning Governance

The Town recorded non-compliance with Regulation 19DA due to the required minor review of the Council Plan/Corporate Business Plan not being completed within the prescribed timeframe. This has been done in the 2026 calendar year and will return a positive response for the 2026 CAR.

Strategic planning documents are key governance tools. Delayed reviews increase the risk of misalignment between operations, resource allocation, community priorities, and the objectives of the Council Plan.

3. Compliance Timeliness

Several NO responses were returned in relation to timeframes relating to electoral statutory obligations and no evidence could be found to confirm whether the required statutory information was published on the Town's website when the CEO was recruited in 2025.

These findings indicate that compliance controls are generally operating but are heavily dependent on administrative oversight and monitoring of key dates. At times, when resources are stretched or rely on single person dependencies, tasks such as publishing information on the website can be missed.

This is characteristic of the Town as it continuously improves to transition from compliance managed through officer knowledge to compliance managed through formal systems and controls.

Conclusion

Overall, a compliance rating **88.14%** for the 2025 CAR provides ARIC/Council with moderate to high assurance that the Town maintained an effective control environment and substantially complied with its legislative obligations throughout the reporting period 1 January to 31 December 2025. Several targeted improvement opportunities were identified.

Compliance Maturity

Please note: The scores discussed in the following commentary has been calculated with the assistance of Artificial Intelligence.

Assessment methodology

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For each compliance question, respondents were asked to assess the current maturity of the operating environment (not planned or future improvements), basing scores on demonstrated practice and available evidence, rather than assumptions or intentions. Five components of the operating environment were assessed and scored in accordance with the matrices below.

1. Compliance Status: Score the extent to which requirements are currently being met.	
Score	Definition
1	Significant non-compliance
2	Multiple gaps
3	Generally compliant
4	Fully compliant
5	Fully compliant with assurance testing*
* Item has been thoroughly tested and meets all required standards, controls, or compliance requirements	
Example: All 40 annual returns for officers with delegated authority were received. However, evidence of acknowledgement of receipt could only be located for 39 returns. The requirement was largely met, but a minor documentation gap was identified. Assessment: Generally compliant - Score 3	
2. Evidence Quality: Score the reliability, completeness, and traceability of evidence supporting compliance.	
Score	Definition
1	Little evidence
2	Evidence difficult to locate
3	Some evidence exists but not all
4	Evidence readily available
5	Centralised evidence on CM10
Example: The Staff Gift Register was maintained and included all gift recipients; however, some required information was missing from register entries, and several individual gift declaration forms were not recorded in CM10. Evidence was available for part of the process but was not complete. Assessment: Some evidence exists but not all - Score 3	
3. Process Maturity: Score how well compliance activities are defined, documented, embedded, and repeatable.	

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Score	Definition
1	Knowledge held by individuals
2	Limited procedures
3	Documented procedures
4	Clear ownership and regular reviews
5	Standardised and continuously improved
Example: Interviews and testing confirmed that employees responsible for day-to-day accounting and financial management activities do not review their own work. However, no signed delegations of authority or documented procedures were available to evidence the separation of duties. The control appears to operate in practice but is primarily reliant on staff knowledge and established practices rather than documented processes. Assessment: Limited procedures - Score 2	
4. Monitoring and assurance** Score the effectiveness of oversight, control monitoring, reporting, and verification activities.	
Score	Definition
1	Checked only at CAR time
2	Ad hoc reviews
3	Annual monitoring
4	Regular reporting to management
5	Integrated assurance framework
**The concept of assurance reporting focuses on the extent to which compliance activities are monitored, reviewed, and reported to management	
Example: No monitoring or reporting of report writers declaring interests is undertaken. Compliance is only assessed during periodic compliance reviews. Assessment: Checked only at CAR time - Score 1	
5. Resilience/People dependency: Score the extent to which compliance can be sustained independently of specific individuals.	
Score	Definition
1	One person knows everything
2	Limited backup arrangements
3	Some documented knowledge
4	Cross-trained staff
5	Fully transferable knowledge

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Example: Corporate knowledge is concentrated with certain staff, and limited documented procedures exist to support relief staff. The process is highly dependent on key individuals.

Assessment: One person knows everything - Score 1. Score 2 could be justified where there are some informal handover arrangements or partial documentation available.

The table at **Attachment (b)** provides scores provided by respondents for each of the five compliance maturity components for each of the 59 CAR questions answered YES or NO.

The scores were averaged to produce an overall compliance maturity score for the operating environment as follows:

Maturity Component	Average Score	Rating
Compliance Status	3.60	Established
Evidence Quality	3.95	Managed
Process Maturity	2.97	Established
Monitoring & Assurance	2.80	Developing
Resilience / People Dependency	2.63	Developing
Overall Compliance Maturity Score	3.19	Established

Scores were then rated as follows:

Rating	Description
Level 1 (1.0 - 1.99) INITIAL	Compliance relies on individuals and corporate knowledge. Little documentation.
Level 2 (2.0 – 2.99) DEVELOPING	Some procedures exist but inconsistent application.
Level 3 (3.0 – 3.99) ESTABLISHED	Documented processes with regular reviews and defined responsibilities.
Level 4 (4.0 – 4.99) MANAGED	Compliance is monitored, reported, and supported by effective systems and controls.
Level 5 (5.0 – 5.99) OPTIMISED	Compliance is embedded in business-as-usual, continuously improved, audited, and supported by automation and strong governance.

Conclusion

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

The strongest aspect of the Town's compliance framework is the quality of supporting evidence (3.95), indicating that compliance activities are generally well documented and capable of being substantiated. Opportunities for improvement were identified in Monitoring and Assurance (2.80) Resilience / People Dependency (2.63), and Process Maturity (2.97), suggesting greater focus should be placed on embedding compliance monitoring activities, documenting key processes, and reducing reliance on individual officer's knowledge. Further consideration will be given to administrative practices and resourcing that can address these findings.

The assessment returned an overall compliance maturity score of 3.19 (Established). These results indicate that compliance obligations are generally understood, supported by evidence and being effectively managed across the organisation.

CONSULTATION

There was extensive consultation across the organisation to determine responses to the CAR questions.

STATUTORY IMPLICATIONS

Local Government Act 1995

7.13 Regulations as to audits

(1) Regulations may make provision as follows –

...

(ab) as to the functions of an audit, risk and improvement committee, including in relation to –

...

(v) a report on an audit conducted by a local government under this Act or any other written law;

...

(ae) as to monitoring action taken in respect of any matters raised in an audit report;

...

(i) requiring local governments to carry out, in the prescribed manner and in a form approved by the Inspector, an audit of compliance with such statutory requirements as are prescribed whether those requirements are –

(ii) of a financial nature or not; or

(ii) under this Act or another written law.

Government (Audit) Regulations 1996

13 Prescribed statutory requirements for which compliance audit needed

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

(Act s. 7.13(1)(i))

For the purposes of section 7.13(1)(i) the statutory requirements set forth in the Table to this regulation are prescribed.

Local Government Act 1995		
s. 2.29	s. 3.16	s. 3.57
s. 3.58(3) and (4)	s. 3.59(2), (4) and (5)	s. 5.16
s. 5.17	s. 5.18	s. 5.23
s. 5.23AA(6)	s. 5.36(4)	s. 5.37(2) and (3)
s. 5.39B	s. 5.42	s. 5.43
s. 5.44(2)	s. 5.45(1)(b)	s. 5.46
s. 5.50	s. 5.51A	s. 5.67
s. 5.68(2)	s. 5.69(5)	s. 5.70
s. 5.71B(5) and (7)	s. 5.73	s. 5.75
s. 5.76	s. 5.77	s. 5.87AA
s. 5.87A	s. 5.87B	s. 5.87C
s. 5.88	s. 5.89A	s. 5.90A
s. 5.94	s. 5.96	s. 5.96A
s. 5.96C	s. 5.104	s. 5.128
s. 5.130	s. 5.132	s. 7.1A
s. 7.1B	s. 7.1C	s. 7.1CB
s. 7.12A		
Local Government (Administration) Regulations 1996		
r. 3A	r. 3B(1)	r. 14H
r. 14I	r. 18A	r. 18E
r. 18F	r. 18FB	r. 18FC
r. 18G	r. 19	r. 19A
r. 19AB	r. 19AC	r. 19AD
r. 19ADA	r. 19AC	r. 19AD
r. 19BB	r. 19BC	r. 19BD
r. 19BE	r. 19C	r. 19DA
r. 22	r. 23	r. 28
r. 28A	r. 29	r. 29C
r. 29D	r. 29E	4. 34AF
r. 35	r. 36	r. 36A
r. 37	r. 37A	
Local Government (Audit) Regulations 1996		
r. 10	r. 17	
Local Government (Constitution) Regulations 1996		

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

r. 11FA	r. 13	
Local Government (Elections) Regulations 1996		
r. 30G		
Local Government (Financial Management) Regulations 1996		
r. 5	r. 6	r. 7
r. 8	r. 9	r. 11
r. 12	r. 13	r. 13A
r. 19	r. 19AA	r. 19C
r. 19D		
Local Government (Functions and General) Regulations 1996		
r. 7	r. 9	r. 10
r. 11A	r. 11	r. 12
r. 14(1), (3) and (5)	r. 15	r. 16
r. 17	r. 18(1) and (4)	r. 19
r. 21	r. 22	r. 23
r. 24	r. 24AD(2), (4) and (6)	r. 24AE
r. 24AF	r. 24AG	r. 24AH(1) and (3)
r. 24AI	r. 24E	r. 24F

14 Compliance audits by local governments

- (1) A local government is to carry out a compliance audit for the period 1 January to 31 December in each year.
- (2) After carrying out a compliance audit the local government is to prepare a compliance audit return in a form approved by the Minister.
- (3A) The local government's audit committee is to review the compliance audit return and is to report to the council the results of that review.
- (3) After the audit committee has reported to the council under sub regulation (3A), the compliance audit return is to be –
 - (a) presented to the council at a meeting of the council; and
 - (b) adopted by the council; and
 - (c) recorded in the minutes of the meeting at which it is adopted.

FINANCIAL IMPLICATIONS

Nil

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

POLICY IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

This report is consistent with the Town's *Council Plan 2023-2033*.

Priority Area 4: Our Leadership and Governance - Strategic leadership providing open and accountable governance.

Major Strategy 4.3: Deliver open, accountable and transparent governance.

RESOURCE IMPLICATIONS

The 2026 compliance audit was conducted in-house. Additional resources were deployed to the governance team to carry out the audit.

ENVIRONMENTAL / SUSTAINABILITY IMPLICATIONS

Nil

RISK IMPLICATIONS**Governance and transparency risk**

Several non-compliances related to information being published late, not maintained, or not available on the Town's website. This increases the risk of regulatory scrutiny and reputational damage. Administrative practices will be reviewed and adapted to mitigate this risk.

Strategic governance risk

The Corporate Business Plan review was not completed within the required timeframe. This creates a risk that strategic priorities, performance monitoring and resource allocation become misaligned with Council's objectives. The risk was mitigated by the conduct of a minor review of the Corporate Business Plan during 2026.

Process and control maturity risk

The compliance maturity assessment identified opportunities to improve process documentation, monitoring and organisational resilience. A continued reliance on officer knowledge and manually managed compliance activities increases the risk of future compliance obligations being overlooked, particularly where key staff are unavailable or organisational responsibilities change. There is an intention to engage a resource during 2026 to work collaboratively across the organisation to develop processes. Improvement in process development will be monitored through the staff performance planning program.

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

ATTACHMENTS

- 8.1.1(a) Attachment (a) - Compliance Audit Return [under separate cover]
8.1.1(b) Attachment (b) - Compliance Maturity Scores [under separate cover]

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION

Moved Cr Young Seconded Cr Heath

THAT ARIC recommend to Council to:

1. Pursuant to Regulation 14(3A) of the Local Government (Audit) Regulations 1996, that following the Audit, Risk and Improvement Committee's review of the results of the 2025 Compliance Audit Return at Attachment (a), that Council ADOPT the 2025 Compliance Audit Return.
2. Pursuant to section 14(6)(b) of the *Local Government Act 1995*, Council ADOPT the 2025 Compliance Audit Return at Attachment (a).
3. Pursuant to section 15(1)(a) of the *Local Government Act 1995*, Council REQUEST:
(a) the Mayor and Chief Executive Officer to sign the adopted 2025 Compliance Audit Return; and
(b) the Chief Executive Officer to submit the signed 2025 Compliance Audit Return to the Department of Local Government, Industry Regulation and Safety prior to 30 September 2026.

AC017/2026**AMENDMENT**

Moved Deputy Presiding Member McKenzie Seconded Cr Barrett

To add a point 4 to the officers recommendation;

4. Requests the CEO to bring to the next ARIC meeting a high level plan identifying steps to close compliance gaps, including prioritization and resource requirements.

Carried 6/0

For: Presiding Member Dimsey, Deputy Presiding Member McKenzie, Cr Irvine, Cr Heath,
Cr Young, and Cr Barrett
Against: Nil

AC018/2026**SUBSTANTIVE MOTION**

Page 14

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

Moved Cr Young**Seconded Cr Heath****THAT ARIC recommend to Council to:**

- 1. Pursuant to Regulation 14(3A) of the Local Government (Audit) Regulations 1996, that following the Audit, Risk and Improvement Committee's review of the results of the 2025 Compliance Audit Return at Attachment (a), that Council ADOPT the 2025 Compliance Audit Return.**
- 2. Pursuant to section 14(6)(b) of the *Local Government Act 1995*, Council ADOPT the 2025 Compliance Audit Return at Attachment (a).**
- 3. Pursuant to section 15(1)(a) of the *Local Government Act 1995*, Council REQUEST:**
 - (a) the Mayor and Chief Executive Officer to sign the adopted 2025 Compliance Audit Return; and**
 - (b) the Chief Executive Officer to submit the signed 2025 Compliance Audit Return to the Department of Local Government, Industry Regulation and Safety prior to 30 September 2026.**
- 4. Requests the CEO to bring to the next ARIC meeting a high level plan identifying steps to close compliance gaps, including prioritization and resource requirements.**

Carried 6/0**For: Presiding Member Dimsey, Deputy Presiding Member McKenzie, Cr Irvine, Cr Heath,
Cr Young, and Cr Barrett
Against: Nil**

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

8.1.2 ERP PROJECT UPDATE - SEPTEMBER 2026

Attachments: 8.1.2(a) Executive Briefing Paper - DataScape ERP Program Implementation Progress - September 2026 [under separate cover]

EXECUTIVE SUMMARY

This report provides the Audit, Risk and Improvement Committee with an overview of the current status of the DataScape ERP Program. The update outlines progress against the approved implementation scope, the transition of core business modules into Business as Usual operations, and the remaining activities, dependencies and governance requirements necessary to support successful project completion and closure.

OFFICER COMMENT

ATTACHMENT (a) is the Executive Briefing Paper prepared by the ERP Project Manager in consultation with DataCom. The briefing paper provides an assessment of progress against the approved ERP project scope, including the implementation status of individual modules, remaining deliverables, dependencies and the pathway to project closure.

It should be noted that the completion percentages and module status assessments contained within **ATTACHMENT (a)** reflect the view of the ERP Project Manager and DataCom regarding delivery of the agreed project scope and transition to Business as Usual arrangements. While officers acknowledge that substantial progress has been achieved and that most core modules are now operational, there remain areas where additional work, optimisation, data validation and business process refinement are required. In a number of instances, these activities have transitioned from formal project governance into operational support, vendor support or continuous improvement processes and are therefore considered complete from a project delivery perspective, despite further work remaining from an operational standpoint. Accordingly, the reported level of project completion should not be interpreted as indicating that all ERP-related work has been finalised.

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

8.1.3 2025/26 OAG FINANCIAL AUDIT UPDATE

Directorate: Corporate and Community Services
Author(s): Vicki Cobby, Director Corporate and Community Services
Sarah-Jane Watkins, Manager Finance
Authoriser(s): Mark Newman, Chief Executive Officer
File Reference: D26/80034
Applicant(s):
Applicant(s) Proponents:
Author Disclosure of Interest: Nil

SUMMARY

This report provides the Audit, Risk and Improvement Committee with an update on the 2025/26 Office of the Auditor General (OAG) Financial Audit, including changes to the audit approach, progress against the audit timetable, the status of audit information requests and emerging risks associated with asset management and revaluation activities. While significant progress has been made, additional work is continuing to address asset valuation and reconciliation matters ahead of finalisation of the Annual Financial Statements.

OFFICER RECOMMENDATION IN BRIEF

Officers recommend that the Committee note the update on the 2025/26 Financial Audit, including the revised audit arrangements, progress against the audit timetable, the current status of audit requests and the actions being undertaken to address asset management and revaluation risks ahead of completion of the Annual Financial Statements.

BACKGROUND

Our auditors, Grant Thornton conducted an audit entrance meeting at the Town on 25 May 2026. An audit timeline was provided.

OFFICER COMMENT**Audit Timeline Update**

As previously reported to the Committee, the interim audit was originally scheduled to commence on 22 June 2026.

In mid-June, unforeseen operational resourcing challenges impacted the Town's capacity to support the interim audit within the planned timeframe. Following discussions with the auditors, it was agreed that the interim audit would be deferred and incorporated into the final audit phase. This approach was considered the most efficient use of both staff and audit resources.

The interim audit activities have now been incorporated into the on-site final audit scheduled to occur between 5 October 2026 and 23 October 2026.

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

At the time of writing this report, the timetable for on-site audit fieldwork remains unchanged, and all subsequent key audit milestones continue to align with the original schedule.

The remaining major milestones are outlined below.

Date	Milestone
30 September 2026	Draft Annual Financial Statements due. Interim audit requests due.
5 October 2026	Commencement of on-site audit fieldwork incorporating the Interim Audit.
23 October 2026	Completion of audit fieldwork.
1 November 2026	Trial balance clearance.
November 2026	Final - Draft financial statements provided by management.
November 2026	Draft Audit Report and Management Letter provided.
30 November 2026	Audit Exit meeting / presentation of findings.
By 5 December 2026	Management Representation Letter signed. Financial Statements signed and lodged.
7 December 2026	Financial Statements and Audit Findings presented to ARIC
15 December 2026	Annual Report presented to Council

Audit, Risk and Improvement Committee members and all Elected Members will be invited to attend the Audit Exit Meeting. The meeting will be conducted during business hours and held on-site at the Town. Remote attendance may be available, subject to the auditors' requirements and arrangements.

Attendees will have the opportunity to ask questions of both the auditors and Town officers regarding the audit process, findings and recommendations.

Progress on Audit requests

At the time of writing this report, the Office of the Auditor General (OAG) audit portal contains 69 information requests. This number is expected to increase as audit sampling commences and additional information is requested during the course of the audit.

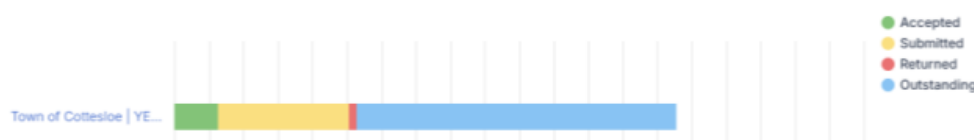
The current status of requests is as follows:

- **6 Accepted**
- **18 Submitted**
- **1 Returned**
- **44 Outstanding**

The majority of outstanding requests relate to year-end financial information and supporting documentation that is currently being prepared as part of the annual financial statements process.

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

No requests are currently overdue. All outstanding requests have due dates of **30 September 2026** or later, and officers are progressively working through the requests in accordance with the audit timetable.

Request Status Overview**Asset Management and Revaluation Risk**

A significant body of work has been undertaken during 2025/26 to review and restructure the Town's asset register in conjunction with the transition to DataScape and a scheduled asset revaluation.

As part of preparations for the implementation of the DataScape asset module and the completion of the Town's end-of-financial-year financial reporting processes, officers undertook a detailed review of the asset register, revaluation process and supporting working papers. While this review would ordinarily have been undertaken earlier in the project timeline, unforeseen resourcing challenges delayed completion of the work.

The review identified a number of matters requiring further assessment, validation and reconciliation before the revaluation process could be finalised. These matters necessitated a substantial body of additional work to ensure asset information is complete, supportable and suitable for inclusion in the Town's Annual Financial Statements.

Officers have adopted a practical and evidence-based approach to resolving these matters and are working closely with the Town's OAG-appointed auditors to support an appropriate and supportable audit outcome.

While it is not possible to determine the final outcome of the audit process at this stage, officers consider there remains a possibility that the matters identified may result in audit findings or management recommendations. Every effort is being made to resolve outstanding issues prior to completion of the audit and establish a supportable position for the Annual Financial Statements.

Application for Extension of Time to Submit Annual Financial Statements

As a result of the additional work required to complete the asset review, valuation and reconciliation activities outlined above, officers have submitted an application to the Department of Local Government, Industry Regulation and Safety seeking an extension of time for the submission of the Town's 2025/26 Annual Financial Statements to the Auditor.

The application has been necessitated by a combination of factors, including the ongoing implementation of the DataScape asset module, the review and restructuring of the asset register, and additional work arising from matters identified during the end-of-financial-year review process. Through this work, a small number of assets within the Parks and Ovals asset category were identified as requiring further valuation by the Town's valuation consultant. While limited in number, these assets are material in value and require additional valuation evidence to support the Town's financial reporting obligations.

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

The extension application is intended to provide a realistic timeframe to complete the remaining valuation and reconciliation activities and ensure that all material asset balances included within the Annual Financial Statements are supported by appropriate evidence and documentation.

Importantly, the extension application is not intended to alter the agreed audit timetable. At the time of writing this report, there have been no changes to the timetable for on-site audit fieldwork, and all subsequent key audit milestones remain aligned with the original audit schedule. Officers continue to progress financial statement preparation and supporting working papers in accordance with the agreed audit plan.

ATTACHMENTS

Nil

CONSULTATION

Consultation has occurred with the Office of the Auditor General and the Town's appointed audit representatives (Grant Thornton) regarding the planning and timing of the 2025/26 financial audit.

Officers will continue to work closely with the auditors throughout the completion of the financial statements, audit fieldwork and resolution of audit queries and findings.

STATUTORY IMPLICATIONS

Local Government (Audit) Regulations 1996

r11. CEO to give audit reports to audit, risk and improvement committee

r16. Functions of audit, risk and improvement committee

In accordance with Regulations 11 and 16 of the *Local Government (Audit) Regulations 1996*, the Audit, Risk and Improvement Committee is required to receive and review audit reports and matters relating to the Town's financial management. Accordingly, the audited Annual Financial Report and audit findings will be presented to the Committee prior to consideration by Council.

POLICY IMPLICATIONS

There are no perceived policy implications arising from the officer's recommendation.

STRATEGIC IMPLICATIONS

This report is consistent with the Town's *Council Plan 2023-2033*.

Priority Area 4: Our Leadership and Governance - Strategic leadership providing open and accountable governance.

Major Strategy 4.3: Deliver open, accountable and transparent governance.

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

RESOURCE IMPLICATIONS

Resource requirements are in accordance with the existing budgetary allocation.

ENVIRONMENTAL SUSTAINABILITY IMPLICATIONS

There are no perceived sustainability implications arising from the officer's recommendation.

RISK MANAGEMENT IMPLICATIONS

There is a risk that the additional work required to resolve asset management and revaluation issues may impact the timely preparation and audit of the Annual Financial Statements. There is also a risk that unresolved valuation or supporting evidence issues could result in audit findings, management recommendations or other audit outcomes relating to asset management and financial reporting processes.

Officers are actively managing these risks through ongoing review, engagement with the Town's OAG-appointed auditors, and prioritisation of critical year-end activities. An application for an extension of time to submit the Annual Financial Statements has been lodged and is currently pending determination. Officers continue to work towards the agreed audit timetable and resolution of outstanding matters as a priority.

VOTING REQUIREMENT

Simple Majority

AC019/2026

OFFICER AND COMMITTEE RECOMMENDATION

Moved Cr Young

Seconded Cr Barrett

THAT the Audit Committee recommends to Council to:

- 1. SUPPORT the application for Extension of Time to Submit Annual Financial Statements;**
- 2. NOTES the update on the 2025/26 Office of the Auditor General Financial Audit; and**
- 3. NOTES the identified risks associated with asset management and revaluation activities and the actions being undertaken to address those matters prior to completion of the audit process.**

Carried 6/0

**For: Presiding Member Dimsey, Deputy Presiding Member McKenzie, Cr Irvine, Cr Heath,
Cr Young, and Cr Barrett
Against: Nil**

8.2 ITEMS FOR DISCUSSION

Nil

9 GENERAL BUSINESS

9.1 COMMITTEE MEMBERS

9.2 OFFICERS

10 MEETING CLOSED TO PUBLIC

10.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED

AC020/2026

MOTION FOR BEHIND CLOSED DOORS

Moved Cr Young Seconded Cr Heath

That, in accordance with Section 5.23(2) ((4)(e)), the discuss the confidential reports behind closed doors.

Carried 6/0

**For: Presiding Member Dimsey, Deputy Presiding Member McKenzie, Cr Irvine, Cr Heath,
Cr Young, and Cr Barrett**

Against: Nil

The meeting was closed to the public at 5:30 pm, however no members of the public or media were in attendance.

10.1.1 AUDIT ACTIONS REGISTER

This item is considered confidential in accordance with the *Local Government Act 1995* section 5.23(4)(e) as it contains information relating to information the making public of which would be likely to endanger the security (including cyber-security) of any of the local government's property or operations;.

AC021/2026

MOTION FOR RETURN FROM BEHIND CLOSED DOORS

Moved Cr Young Seconded Cr Heath

In accordance with Section 5.23 that the meeting be re-opened to members of the public and media and motions passed behind closed doors be read out if there are any public present.

Carried 6/0

For: Presiding Member Dimsey, Deputy Presiding Member McKenzie, Cr Irvine, Cr Heath,

AUDIT, RISK AND IMPROVEMENT COMMITTEE MEETING MINUTES 14 SEPTEMBER 2026

Cr Young, and Cr Barrett
Against: Nil

The meeting was re-opened to the public at 5:45 pm, however no members of the public or media were in attendance.

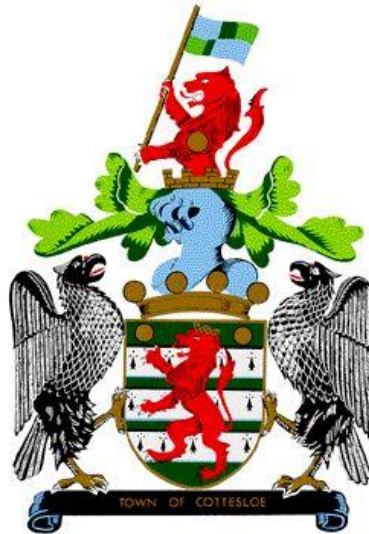
11 NEXT MEETING

7 December 2026

12 MEETING CLOSURE

The Presiding Member announced the meeting closed at 5:46 pm.

TOWN OF COTTESLOE



ORDINARY COUNCIL MEETING

ATTACHMENT

**ITEM 10.2.2A:
UNCONFIRMED MINUTES - FORESHORE
PRECINCT ADVISORY COMMITTEE MEETING -
MONDAY 24 AUGUST 2026**

TOWN OF COTTESLOE**FORESHORE PRECINCT ADVISORY COMMITTEE
MEETING****UNCONFIRMED MINUTES**

**FORESHORE PRECINCT ADVISORY COMMITTEE MEETING
HELD IN THE**

**Mayor's Parlour, Cottesloe Civic Centre
109 Broome Street, Cottesloe
10:00 AM Monday, 24 August 2026**

A blue ink signature of Mark Newman, written in a cursive style.

MARK NEWMAN
Chief Executive Officer

24 August 2026

FORESHORE PRECINCT ADVISORY COMMITTEE MEETING MINUTES

24 AUGUST 2026

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FORESHORE PRECINCT ADVISORY COMMITTEE MEETING MINUTES

24 AUGUST 2026

1 DECLARATION OF MEETING OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member announced the meeting opened at 10.00am.

1.1 ACKNOWLEDGEMENT OF COUNTRY

I would like to begin by acknowledging the Whadjuk Nyoongar people, Traditional Custodians of the land on which we meet today, and pay my respects to their Elders past and present. I extend that respect to Aboriginal and Torres Strait Islander peoples here today.

2 DISCLAIMER

The Presiding Member drew attention to the Town's Disclaimer.

3 ATTENDANCE**Members**

Mayor Melissa Harkins	Elected Member
Deputy Mayor Sonja Heath	Elected Member
Cr Lorraine Young	Elected Member
Cr Kirsty Barrett	Elected Member
Mr Adrian Fini	Presiding Member
Mr Simon Rodrigues	Community Representative
Mr Dick Donaldson	Community Representative
Mr Richard McManus	Community Representative
Mr Richard Hagon	Community Representative

Deputy Members

Deputy Member, Elected Member (Observer)

Officers

Mr Mark Newman	Chief Executive Officer
Mr Shaun Kan	Director Engineering Services
Ms Tin May	Acting Manager Projects and Assets
Ms Rachel Cranny	Executive Services Officer

Visitors**Apologies**

Cr Brad Wylynko	Elected Member
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4 DECLARATION OF INTERESTS

Page 1

FORESHORE PRECINCT ADVISORY COMMITTEE MEETING MINUTES**24 AUGUST 2026**

5 ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

The Presiding Member announced that the meeting is being recorded, solely for the purpose of confirming the correctness of the Minutes.

6 CONFIRMATION OF MINUTES

001/2026

Moved Cr Harkins

Seconded Mr Donaldson

That the Minutes of the Foreshore Precinct Advisory Committee Meeting held on Thursday 12 May 2022 be confirmed as a true and accurate record.

Carried 9/0

7 PRESENTATIONS

Project update by Shaun Kan

Page 2

FORESHORE PRECINCT ADVISORY COMMITTEE MEETING MINUTES

24 AUGUST 2026

8 REPORTS**8.1 REPORTS OF OFFICERS****8.1.1 FORESHORE REDEVELOPMENT PROJECT UPDATE**

Directorate: Engineering Services
Author(s): Shaun Kan, Director Engineering Services
Authoriser(s): Mark Newman, Chief Executive Officer
File Reference: D26/97617
Applicant(s): Internal
Author Disclosure of Interest: Nil

SUMMARY

For the Foreshore Precinct Advisory Committee (FPAC) to note the following:

- Progress of this project and the officer's recommendation within item 10.1.4 (Foreshore Masterplan) of the August 2026 Ordinary Council meeting;
- Officers have been successful in securing funding for stage 1 and continue to advocate for additional State Government funding to deliver Stage Two, extending from Napier Street to Eric Street; and
- The implications of the State Government's Improvement Plan scheme on the redevelopment of Carpark 2.

OFFICER RECOMMENDATION IN BRIEF

There is no committee recommendation to Council.

The committee is asked to read the attached August 2026 OCM officer's report for further details on the Town's progress to date and the next steps for this project.

BACKGROUND

In May 2026, \$10 million was secured through the Urban Precinct and Partnership Program (uPPP) for Stage One of the Foreshore Redevelopment Project covering the area between Forrest Street and Napier Street. This combined with Council's \$5 million contribution provides \$15 million to complete the initial phase.

Since Council adopted the Carpark 2 (CP2) Strategy in June 2023, officers have identified the need to explore a broader range of land tenure options before progressing any formal proposal in partnership with the State Government. The recent roll-out of the State Government's improvement plan may require further investigations to be undertaken for the redevelopment of Carpark 2.

OFFICER COMMENT

Foreshore Redevelopment

Page 3

FORESHORE PRECINCT ADVISORY COMMITTEE MEETING MINUTES**24 AUGUST 2026**

Officers are currently pursuing several funding opportunities to support the Marine Parade road improvements and extend the project scope beyond Napier Street. This will include making the lower terrace retaining walls resistant to coastal erosion, which aligns with recommendations contained within the Coastal Hazard Risk Adaptation Management Plan (CHRMAP).

The most recent project cost estimate, prepared in August 2024, valued the complete Foreshore Redevelopment Project at approximately \$32 million, comprising of \$26 million in construction costs, \$3 million in contingencies and \$3 million in pre-construction activities.

A preliminary project timeline is attached.

Council has been requested to consider a temporary extension of CP2 into the John Black Dune Park area to provide a minimum of 100 interim parking bays to offset the reduction of Carpark 1 to 20 bays. This is funded by the uPPP grant and will relieve significant parking pressures during peak summer periods, particularly within surrounding residential streets.

Carpark 2 Redevelopment

The CP2 site falls within the State Government's Improvement Plan 65 – Station Precincts (**Improvement Plan 65**) across the Perth Metropolitan area that aims to increase housing density, which introduces a number of implications for this Foreshore Masterplan element.

Accordingly, officers recommend that:

- Council continue to liaise with relevant State Government agencies to evaluate potential land tenure arrangements and determine the most appropriate path forward; and
- CP2 redevelopment be separated from the Foreshore Masterplan to allow both projects to progress independently while ensuring dedicated strategic focus is applied to the CP2 redevelopment.

This approach maximises the prospects of success and allows more time to understand the implications of the Improvement Plan 65 before Council commits to a preferred approach.

ATTACHMENTS

- 8.1.1(a) **Foreshore Masterplan - Council Report - 25 August 2026 [under separate cover]**
- 8.1.1(b) **Foreshore Redevelopment - Preliminary Project Timeline [under separate cover]**

CONSULTATION

Future consultation with State Government.

STATUTORY IMPLICATIONS

Refer to the attached officer's report

FORESHORE PRECINCT ADVISORY COMMITTEE MEETING MINUTES**24 AUGUST 2026**

POLICY IMPLICATIONS

There are no perceived policy implications arising from the officer's recommendation.

STRATEGIC IMPLICATIONS

This report is consistent with the Town's *Council Plan 2023-2033*.

Priority Area 3: Our Prosperity - A vibrant and sustainable place to live, visit and enjoy.

Major Strategy 3.3: Partner with other stakeholders

RESOURCE IMPLICATIONS

Resource requirements are in accordance with the existing budgetary allocation.

Refer to the attached officer's report

ENVIRONMENTAL SUSTAINABILITY IMPLICATIONS

Refer to the attached officer's report

RISK MANAGEMENT IMPLICATIONS

Refer to the attached officer's report

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION

THAT the Foreshore Precinct Advisory Committee NOTES the briefing of the Foreshore Precinct Advisory Committee

002/2026

COMMITTEE RECOMMENDATION

Moved Mr Fini

Seconded Mr Rodrigues

THAT the Foreshore Precinct Advisory Committee ENDORSES the officer recommendation as set out in the August 2026 Agenda - Item 10.1.5

Carried 9/0

FORESHORE PRECINCT ADVISORY COMMITTEE MEETING MINUTES**24 AUGUST 2026**

8.2 ITEMS FOR DISCUSSION

Nil

9 GENERAL BUSINESS**9.1 COMMITTEE MEMBERS****9.2 OFFICERS****10 MEETING CLOSED TO PUBLIC****10.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED****11 NEXT MEETING**

TBC

12 MEETING CLOSURE

The Presiding Member announced the meeting closed at 10.56am.