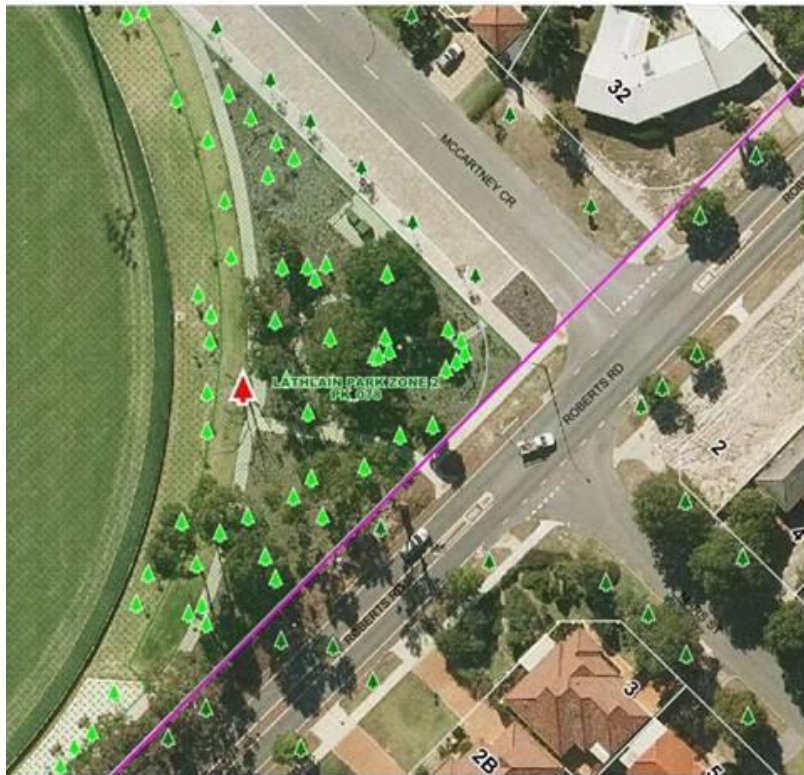


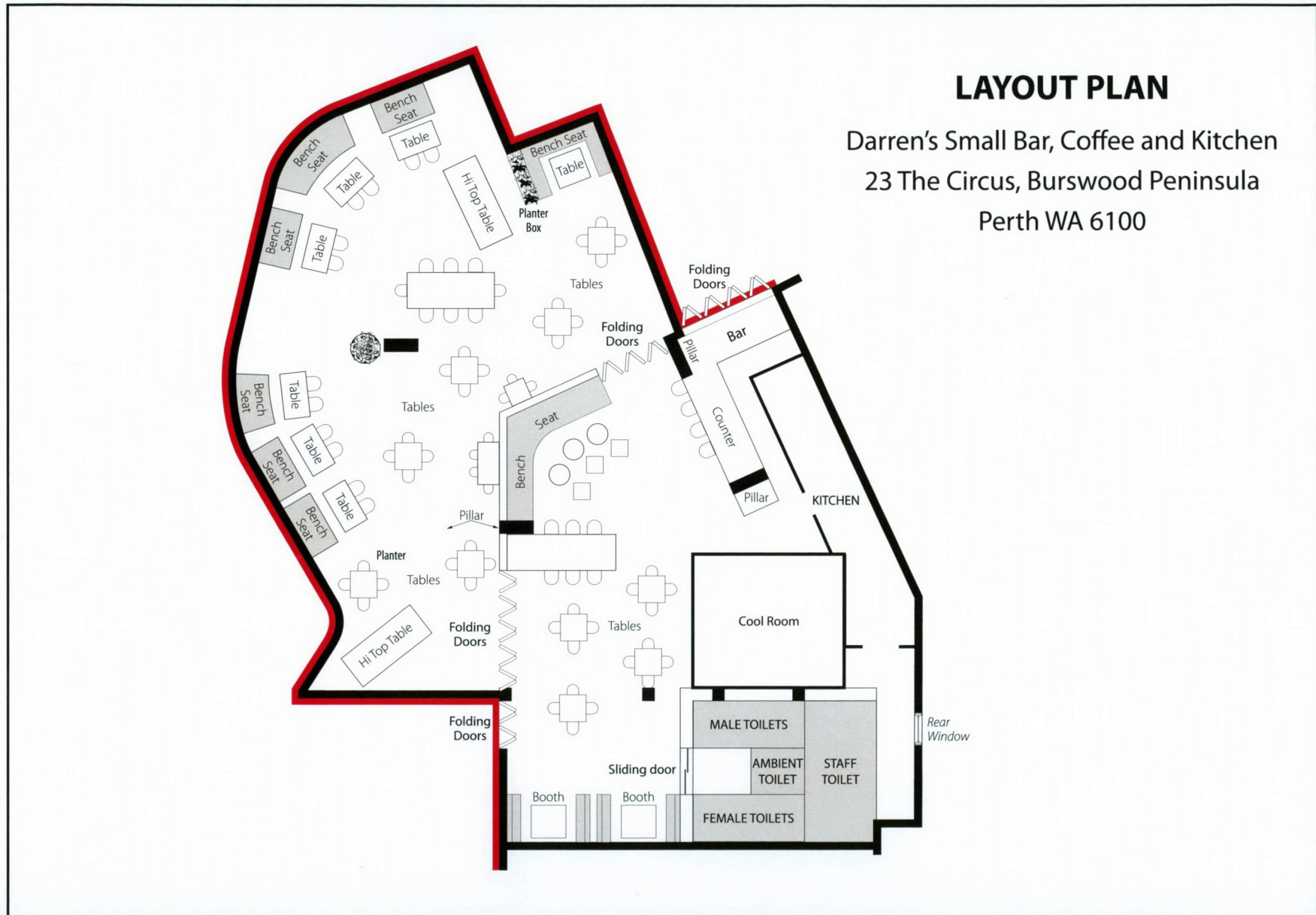
## **Agenda Briefing Forum - 4 May 2021 Attachments**

12.1 Blue Tree Project Investigation.....	3
12.1.1 Proposed Tree for Blue Tree.....	3
12.2 23 the Circus, Burswood, Change of Use from Restaurant to Unlisted Use (Small Bar).....	4
12.2.1 Attachment 1 - Development Plans.....	4
12.2.2 Attachment 2 - Applicants Submission.....	5
12.2.3 Attachment 3 - Schedule of Submissions.....	7
12.2.4 Attachment 4 - Applicants Response to Submissions.....	18
12.3 Albany Highway Precinct Structure Plan - Consultant.....	34
12.3.1 TVP 21 02 - Preparation of Albany Highway Precinct Structure Plan - Request for Tender.....	34
13.1 Sump to Park Project.....	85
13.1.1 2011111 Notice of Motion Sump to Park Project Officer.....	85
13.2 Edward Millen Adaptive Heritage Redevelopment Tender.....	92
13.2.1 2021-03-12 - Probity Certificate - Town of Victoria Park - TV P-20-13.....	92
13.2.3 2021 - Certificate of Title - 15 Hill View Terrace - R T#119032.....	94
13.2.6 Edward Millen Tender- Email.....	96
13.3 Edward Millen Reserve Landscape Detailed Design.....	109
13.3.2 LOGO.....	109
14.1 Financial Statements ending March 2021.....	110
14.1.1 Financial Statements for the month ending 31 March 2021.....	110
14.2 Schedule of Accounts ending March 2021.....	157
14.2.1 Payment Listing - March 2021.....	157
14.3 Advertising of Differential Rates 2021 2022.....	165

14.3.1 2021 2022 Rates modelling options.....	165
14.3.2 Statement of Objects and Reasons For Differential Rates 2020-2021.....	175
16.1 Cr Brian Oliver - Rouse Lane – right-of-way priority schedule.....	182
16.1.1 Petition to Council 18.4.2021.....	182

**Proposed Tree for Blue Tree Project**





APM Asset management PTY LTD  
23 The Circus  
BURSWOOD WA 6100

8<sup>th</sup> October 2020

**RE: Application for Development Approval – Change of Use**

This document is provided to address the description of the proposed activity as listed in the “OTHER” section of the Development Application Checklist.

- **Description of proposed business activity / operations**  
The application is a change of use from the existing approved “restaurant” use to “small bar” use. The premises currently operate 7-days per week as a restaurant; however, we have been granted a Small Bar Liquor License from Racing, Gaming and Liquor (DLGSC). The small bar license enables us to serve alcohol to patrons with or without a meal, although we still intend to operate our kitchen and restaurant (meals) services. The other change is that patrons can enjoy a drink standing up without the current requirement to be seated.
- **Operating hours**  
In line with our current restaurant operations, will continue to operate 7-days per week from 7am. Closing hours will vary depending upon the day of the week as follows:

Day	Opening Time	Closing Time
Monday	7am	12 midnight
Tuesday	7am	12 midnight
Wednesday	7am	12 midnight
Thursday	7am	12 midnight
Friday	7am	2am
Saturday	7am	2am
Sunday	7am	12 midnight

- **Numbers**  
The business currently operates and will continue to operate on a roster system with a total of 4 full time staff (including the business owner) and 3-4 casual staff. The venue capacity will not change, this remains at 75 persons. The maximum number of staff (including the business owner) at full venue capacity is 4 – the business owner or food and beverage supervisor, chef and two food and beverage attendants.
- **Parking**  
The premises are located on the Burswood Peninsula, with at least 60 legal on-street parking bays on The Circus alone. There are also many legal on-street parking bays in the streets and roads around The Circus, in addition to the Crown Complex free parking located between Park Road, Vitoria Park Drive and Bolton Drive. Staff and customers have access to the on-street parking bays excepting on stadium event days when parking is restricted on the Peninsula and staff and customers use the Crown Complex free parking.

-

- **Process or Machinery in use**  
The premises is currently approved and operated as a Café (Restaurant), with a fully equipped kitchen, indoor and outdoor table settings, outdoor lounge-style seating, an indoor bar and indoor/outdoor bar server window. There is no additional processes or machinery that will be required under a change of use from restaurant to small bar.
- **Frequency of Deliveries**  
As the operation will continue to serve meals and alcoholic and non-alcoholic beverages, there will be no changes in the frequency of deliveries. The current average number of deliveries is one per day.
- **Location of proposed loading/unloading areas**  
As with the frequency of deliveries, there are no proposed changes to the location of unloading deliveries of goods. If and when legal on-street parking is not immediately available, delivery trucks currently use (and will continue to use) the 15 minute loading bays located in the central Plaza area.

### Attachment 3 – Schedule of Submissions

<b>Submission</b>	<b>Comments</b>	<b>Response to Submission</b>
Support	<i>There will be nil impact by approval of the proposal.</i>	Noted.
Support	<i>It will be beneficial for Burswood community members to gather together at the venue to socialize, without purchasing a meal.</i>	Noted.
Support	<i>As a local resident we are thoroughly supportive of the requested changes. The facility provides a much needed centre point for gatherings and community functions within walking distance. The current owners are responsible and sensitive to local needs. During COVID it modified its use to serve the community and was a vital focal point for all.</i>	Noted.
Support	<i>Encourage local business that enhances the living experience of local residents.</i>	Noted.
Support	<i>We wish to declare our support for the proposal for change of use to a Small Bar at 23 the Circus. As a lot owner of Allegro Strata Scheme SP44450, our view is independent of any view that may be expressed by other Lot Owners and the Strata Company.</i>	Noted.
Support	<i>I wish to declare our declare for the proposal for change of use to Small Bar at 23 the Circus. As a resident of the area surrounding 23 the Circus, we are fully supportive of the change of use and have no objection to the proposal.</i>	Noted.
Support	<i>We have no objections to this application as it makes sense. For as long as we have lived opposite the location (5 years) the business has predominantly been coffee shop during the day with evening being a meeting place for locals. We see the venue as a small bar now.</i>	Noted.
Support	<i>We have no objections to any plans at the café.</i>	Noted.
Support	<i>We have no objection to change of use from restaurant to small bar.</i>	Noted.

Support	<i>I wish to declare my support for the proposal for change of use to a Small Bar at 23 the Circus. As a lot owner of Allegro Strata Scheme SP44450, my view is independent of any view that may be expressed by other Lot Owners and the Strata Company.</i>	Noted.
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Support	<i>I wish to declare my support for the proposal for change of use to a Small Bar at 23 the Circus. As a resident of the area surrounding 23 the Circus, I am fully supportive of the change of use and have no objection to same.</i>	Noted.
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Support	<i>We wish to declare our support for the proposal for change of use to a Small Bar at 23 the Circus. As a resident of the area surrounding 23 the Circus, we are fully supportive of the change of use and have no objection to same.</i>	Noted.
Object	<i>Our bedroom window on the 3<sup>rd</sup> floor of the Axis tower is in a direct line to 23 the Circus and loud music from patrons and bands playing has been heard a number of times late into the night. Myself and my wife have also attended 23 the Circus and been served alcohol without being advised that we needed a meal, it is my opinion that 23 the Circus is already trading as a small bar which needs to be policed regularly. I totally oppose the closing times on a Friday and Saturday at 2am as these closing times should be in line with the rest of the week. There is already a small bar within 100m of 23 the Circus and it is my opinion that the Burswood Peninsula Precinct is well served by the existing small bar and restaurant, as long as they trade as a restaurant, and this is why I oppose this application.</i>	<p>Noise from the proposed Unlisted Use (Small Bar) is expected to be similar to noise from the current Restaurant land use.</p> <p>The service of alcohol without a meal is the responsibility of Racing, Gaming and Liquor to patrol.</p> <p>A condition has been recommended that restricts the hours of operation to be consistent with the restaurant at No. 31 the Circus.</p> <p>The number of existing similar uses is not a valid planning consideration.</p>
Object	<i>I am opposed to the application for the following reasons: The closing hours are too late for a residential area. Less than 50 % of seats are inside and the noise generated from the courtyard will be detrimental to residents in the subject building and adjoining developments. Buildings in the peninsular area have a general rule with noise that residents move inside off their balconies by 10.30 pm to reduce the noise impact for other residents. With greater emphasis on the consumption of alcohol noise and late</i>	<p>A condition has been recommended that restricts the hours of operation to be consistent with the restaurant at No. 31 the Circus.</p>

	<p><i>leavings by customers will be increased. The restaurant at present rarely has large numbers after 10pm and generally well less than 75 patrons. Carparking in the peninsula area and more particularly The Circus is already at premium at night time and the granting of this use has the potential to increase traffic in the area and reduce further parking for residents and their visitors. Residents are already affected by the restrictive event day regulations recently introduced by Council. The change of use will mean their will be more rubbish in terms of bottles etc. and the use of kegs will mean more deliveries. The premises has no storage area for the increased rubbish, kegs etc. Removal of these items can generate additional noise and inconvenience for residents. The emphasis on alcohol consumption has the potential to bring more people into the Burswood peninsula area with a possible increase in vandalism, disturbances, traffic and is detrimental to the current quiet enjoyment most residents currently experience.</i></p>	<p>The parking requirements for a Restaurant and Licensed drinking premises under the Town's Local Planning Policy No. 23 – Parking are the same, and therefore no discretion is being sought for car parking.</p> <p>Appropriate waste management is the responsibility of the business owner.</p> <p>The loading times are controlled by the Environmental Protection (Noise) Regulations 1997.</p> <p>The amenity of residents has been assessed further in the Council report.</p>
Object	<p><i>As the owner of Three B's Burswood Bar and Bistro we believe the addition of another small bar license will severely impact our business as the community population is too small and does not warrant two (2) small bar licenses. Our business plan reflected Three B's was to be the only small bar license in the immediate area as a point of difference from the larger venues at Crown, Optus Stadium, Blasta Brewery and Empire Bar. Since we opened in March 2018 we have targeted people outside our community and brought a lot of repeat customers into the area due to our hard work and now 23 The Circus want to capitilise on our hard work. 23 The Circus has always been a restaurant and i do believe that they have not adhered to their license from what others have told me serving alcohol without meals. They should remain a restaurant license and adhere to their rules and regulations so two (2) businesses can survive in an already difficult and saturated hospitality industry. I oppose this proposal.</i></p>	<p>The number of existing similar uses is not a valid planning consideration.</p>

Object	<p><i>Quite contrary to its existing licence this establishment has for the last 4 years that I know of (witnessed in person and served in person)sold alcohol for both consumption on the premises (without any emphasis on the necessity to have a meal) and for takeaway from the premises. I feel the business owner is now trying to cover the position by seeking this change in licence use. Whilst they may not be seeking any change in operating hours or patronage numbers the sale of alcohol without the focus on the supply of a meal will, in my opinion, lead to a degradation of patronage behavior which will have greater impact on our community. On occasion it is already an issue. Racing Gaming and Liquor should be enforcing the constraints of the current licence restrictions.</i></p>	<p>The service of alcohol without food and the taking of alcohol off the premises is the responsibility of Racing, Gaming and Liquor to patrol.</p> <p>The Town of Victoria Park should be contacted if any noise or antisocial behaviour occurs to ensure that this can be appropriately investigated.</p>
Object	<p><i>The fundamental reason for my objection is that, rather than being a mere formality relating to liquor licensing requirements etc. as your letter advises that the Town has been told by the applicant, this proposal represents a fundamental change to the nature of the premises, with serious and significant adverse consequences for surrounding residents and property owners.</i></p> <p><b>Background</b>  <i>When Allegro was first developed in mid-2006 (I was an original buyer from Mirvac Fini), 23 The Circus was operated as "FOOD by Christopher Hiller", and was a café / restaurant mostly providing service from breakfast through to mid-afternoon, with some limited evening openings.</i>  <i>In recognition of the intended low-impact nature of the café and in consideration of the potential impacts to surrounding residents (such as my property), a series of strong protections were embedded in the By-Laws which govern the Allegro strata scheme (strata plan 44450), including the premises at 23 The Circus.</i></p> <p><i>These protections include, for example:</i></p>	<p>Noted.</p> <p>Noted.</p>

	<p><i>. The by-laws themselves referring to 23 The Circus as the "café / take-away lot" (and not a small bar, for example);</i></p> <p><i>. A range of requirements in relation to the fit-out, including specified glazing and sound-proofing required, all tables and chairs to have rubber feet, and a prohibition forbidding the premises to "create or allow noise or music on or adjacent to the Commercial Lot or an Alfresco area which interferes or is likely to interfere with the peaceful enjoyment or an owner, occupier or other resident of a lot, or any person lawfully using the common property;</i></p> <p><i>. A prohibition on speakers being installed or operated in the café's alfresco area;</i></p> <p><i>. A prohibition on the property being used in a way which "causes or may cause a nuisance to occupiers of the [other] lots or uses of the common property used in connection with the [adjacent] residential lots (clarification added in square brackets);</i></p> <p><i>. Specified operating hours, requiring the premises to be closed by no later than 10:30pm each evening, with the alfresco area to be closed and all patrons inside with the doors closed one hour beforehand (i.e. 9:30pm). Please note that these closing times are at significant variance from those which have been represented to the Town by the applicant in its submission.</i></p> <p><i>As can be seen from the above, the objective in how the café / restaurant was originally conceived (and should continue to be, by virtue of the Allegro By-Laws) was not intended to strike a fair or practical balance between the premises and surrounding residential uses. By their nature, these by-laws gave (and continue to give) absolute primacy to the quiet amenity of the surrounding residential properties by imposing a range of strict requirements on the premises at 23 The Circus. These are requirements of which the owner / operator at 23 The Circus was well aware when originally purchasing and establishing the premises.</i></p>	<p>Noted.</p> <p>Any development approval is granted on the merits of the application under the provisions of the Town of Victoria Park Town Planning Scheme No. 1 and does not constitute approval for the purposes of the Strata Titles Act 1985 or its subsidiary regulations nor affect any requirement under the by-laws of the body corporate in relation to a proposed development pursuant to such legislation.</p>
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	<p><i>Again, I emphasise:</i></p> <ul style="list-style-type: none"> <li><i>. These by-laws, designating the premises as a low-impact café /restaurant, have existed since the building was first completed in June 2006;</i></li> <li><i>. This represents the set of rules under which I, and every owner in Allegro, have purchased their properties - including APM Asset Management Pty Ltd, the owner of 23 The Circus (the applicant);</i></li> <li><i>. It's not just original purchasers from Mirvac Fini who have signed up to these rules - every purchaser since has been made aware of the by-laws at the time of purchase (being strata-titled properties), and the by-laws are also on public record at Landgate;</i></li> <li><i>. To ensure the ongoing low impact of the premises at 23 The Circus and to maintain the amenity for surrounding lot owners and residents (such as my nearby property), Mirvac Fini had the wisdom to designate these as Schedule 1 By-Laws under the Strata Titles Act. This means that they can only be changed by a Resolution Without Dissent at an Annual General Meeting or Special General Meeting of all lot owners in Allegro. That is, if even one person votes against a motion to change these by-laws, the motion is lost and the by-laws remain "as-is".</i></li> </ul> <p><b>Arguments Against the Proposal</b></p> <p><i>I therefore object to the proposal in the most strenuous terms, on the following rationale:</i></p> <ul style="list-style-type: none"> <li><i>. Far from being a procedural change, the proposal represents a fundamental change in the nature of the premises from that first envisaged, and permitted by the by-laws;</i></li> <li><i>. If this proposal were to be approved by the Town, it would create a chaotic "legal twilight zone", where the Town's zoning permits the premises being operated as a small bar, but the strata company by-laws restricts it to being operated as a low impact café/restaurant. The potential for conflict is high, and it is</i></li> </ul>	<p>Noted.</p> <p>Any development approval is granted on the merits of the application under the provisions of the Town of Victoria Park Town Planning Scheme No. 1 and does not constitute approval for the purposes of the Strata Titles Act 1985 or its subsidiary regulations nor affect any requirement under the</p>
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	<p><i>likely that the Town would be brought into further complex complaints and proceedings as a result;</i></p> <p><i>. In my correspondence with Liquor Licensing, they have only granted a Small Bar licence conditional upon the Town passing the rezoning. In conversation with their staff, had they been more fully aware of the background to the application (including the Allegro By-Laws, for example), it's possible that they would have forced the application through a "public interest check" process, which would have given Allegro residents more of an opportunity to comment specifically on the liquor licensing aspect of the proposal. Given however that this didn't occur, the only opportunity to now halt this flawed proposal lies with the Town now refusing the rezoning application currently before it;</i></p> <p><i>. There is no prospect of the Allegro By-Laws being amended to accommodate the change in use for 23 The Circus from a café / restaurant to a small bar. As set out previously, if even one resident objects, the proposal for change fails. I will certainly object, and can confidently say one or more of my neighbours will also;</i></p> <p><i>. In a recent survey of townhouse residents surrounding the café, a number of concerns have been raised including the "creep" of alfresco furniture beyond the designated alfresco area, café deliveries and returning items (e.g. bread and milk crates) being left beyond the boundaries of the property and encroaching across the front doors of adjacent townhouses, café residents smoking outside the front doors of adjacent townhouses, noise complaints, complaints re rubbish disposal etc. etc. These complaints have arisen consistently over an extended period of time, with the operator of 23 The Circus having been repeatedly warned and asked to address these issues, but with little effective remedial action given the ongoing nature of the complaints. These issues have arisen (and continue to arise) with the premises being operated as a low-impact café / restaurant! One can only</i></p>	<p>by-laws of the body corporate in relation to a proposed development pursuant to such legislation. Noted.</p> <p>Noted.</p> <p>Noted.</p>
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	<p><i>feet (such as nylon or rubber), and prohibiting the premises to "create or allow noise or music on or adjacent to the Commercial Lot or an Alfresco Area which interferes or is likely to interfere with the peaceful enjoyment of an owner, occupier or other resident of a lot, or any person lawfully using the common property";</i></p> <ul style="list-style-type: none"> <li><i>. Speakers prohibited from being installed or operated in the café's alfresco area;</i></li> <li><i>. Property prohibited from being used that "causes or may cause a nuisance to occupiers of the [other] lots or uses of the common property used in connection with the [adjacent] residential lots" (clarification and intended context provided in square brackets);</i></li> <li><i>. Specified operating hours, requiring the premises to be closed no later than 10:30pm each evening, with the alfresco area to be closed and all patrons inside with the doors closed one hour beforehand (i.e. 9:30pm). Please note that the closing hours in the proposed application are inconsistent with these by-laws.</i></li> </ul> <p><b>2. Disturbance of peaceful enjoyment of our residential property</b></p> <p><i>A small bar licence provides the ability for alcohol to be purchased and consumed without a meal. This has the potential to attract anti-social behavior to the detriment of neighbouring residential premises.</i></p> <p><i>Despite the current protections in place, we frequently experience occasions of loud alfresco music, entertainment and/or noise from patrons, sometimes this noise extends beyond the time permitted as stated in the strata by-laws. In addition, there are also occasions where there is amplification of music inside the café that is often as loud as the alfresco music, particularly when karaoke/sing-alongs are involved. We raised these concerns in a recent survey of townhouse residents surrounding the café about the café operations.</i></p>	<p>The Town of Victoria Park should be contacted if any noise or antisocial behaviour occurs to ensure that this can be appropriately investigated.</p>
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	<p><i>We are concerned the permission of selling alcohol without a meal will only intensify and increase these noise incidents.</i></p> <p><b>3. Misuse of common area for the purpose of business</b>  <i>In the same survey of townhouse residents, we raised concerns relating to the misuse of common area that is beyond the boundary of the café's alfresco area. This misuse includes furniture storage, deliveries of goods, milk and bread crates stacked as storage and provision of cigarette butt disposal bin within the common raised garden bed - which invites cigarette smoking in the front of our residential property. These actions blur the boundaries of where the business can operate, thus creating confusion for café patrons to utilise other common areas (beyond the boundaries of the café) to loiter in front of residential premises windows, doors and usage of window sills to place and consume beverages purchased from the café - this is a common occurrence.</i></p>	<p>Any development approval is granted on the merits of the application under the provisions of the Town of Victoria Park Town Planning Scheme No. 1 and does not constitute approval for the purposes of the Strata Titles Act 1985 or its subsidiary regulations nor affect any requirement under the by-laws of the body corporate in relation to a proposed development pursuant to such legislation.</p>
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<b>ACKNOWLEDGEMENT OF SUPPORT – 23 CIRCUS SMALL BAR</b>	
<b>S1</b>	<i>There will be nil impact by approval of the proposal.</i>
<b>S2</b>	<i>It will be beneficial for Burswood community members to gather together at the venue to socialize, without purchasing a meal.</i>
<b>S3</b>	<i>As a local resident we are thoroughly supportive of the requested changes. The facility provides a much needed centre point for gatherings and community functions within walking distance. The current owners are responsible and sensitive to local needs. During COVID it modified its use to serve the community and was a vital focal point for all.</i>
<b>S4</b>	<i>Encourage local business that enhances the living experience of local residents.</i>
<b>S5</b>	<i>We wish to declare our support for the proposal for change of use to a Small Bar at 23 the Circus. As a lot owner of Allegro Strata Scheme SP44450, our view is independent of any view that may be expressed by other Lot Owners and the Strata Company.</i>
<b>S6</b>	<i>I wish to declare our declare for the proposal for change of use to Small Bar at 23 the Circus. As a resident of the area surrounding 23 the Circus, we are fully supportive of the change of use and have no objection to the proposal.</i>
<b>S7</b>	<i>We have no objections to this application as it makes sense. For as long as we have lived opposite the location (5 years) the business has predominantly been coffee shop during the day with evening being a meeting place for locals. We see the venue as a small bar now.</i>
<b>S8</b>	<i>We have no objections to any plans at the café.</i>
<b>S9</b>	<i>We have no objection to change of use from restaurant to small bar.</i>
<b>S10</b>	<i>I wish to declare my support for the proposal for change of use to a Small Bar at 23 the Circus. As a lot owner of Allegro Strata Scheme SP44450, my view is independent of any view that may be expressed by other Lot Owners and the Strata Company.</i>
<b>S11</b>	<i>I wish to declare my support for the proposal for change of use to a Small Bar at 23 the Circus. As a lot owner of Allegro Strata Scheme SP44450, my view is independent of any view that may be expressed by other Lot Owners and the Strata Company.</i>
<b>S12</b>	<i>I wish to declare my support for the proposal for change of use to a Small Bar at 23 the Circus. As a resident of the area surrounding 23 the Circus, I am fully supportive of the change of use and have no objection to same.</i>
<b>S13</b>	<i>I wish to declare my support for the proposal for change of use to a Small Bar at 23 the Circus. As a lot owner of Allegro Strata Scheme SP44450, my view is independent of any view that may be expressed by other Lot Owners and the Strata Company.</i>
<b>S14</b>	<i>I wish to declare my support for the proposal for change of use to a Small Bar at 23 the Circus. As a lot owner of Allegro Strata Scheme SP44450, my view is independent of any view that may be expressed by other Lot Owners and the Strata Company.</i>
<b>S15</b>	<i>We wish to declare our support for the proposal for change of use to a Small Bar at 23 the Circus. As a resident of the area surrounding 23 the Circus, we are fully supportive of the change of use and have no objection to same.</i>
<b>S16</b>	<i>We wish to declare our support for the proposal for change of use to a Small Bar at 23 the Circus. As a resident of the area surrounding 23 the Circus, we are fully supportive of the change of use and have no objection to same.</i>
<b>S17</b>	<i>We wish to declare our support for the proposal for change of use to a Small Bar at 23 the Circus. As a resident of the area surrounding 23 the Circus, we are fully supportive of the change of use and have no objection to same.</i>

<b>S18</b>	<i>I wish to declare our support for the proposal for change of use to a Small Bar at 23 the Circus. As a resident of the area surrounding 23 the Circus, we are fully supportive of the change of use and have no objection to same.</i>	
<b>S19</b>	<i>I wish to declare my support for the proposal for change of use to a Small Bar at 23 the Circus. As a lot owner of Allegro Strata Scheme SP44450, my view is independent of any view that may be expressed by other Lot Owners and the Strata Company.</i>	
<b>S20</b>	<i>We wish to declare our support for the proposal for change of use to a Small Bar at 23 the Circus. As a resident of the area surrounding 23 the Circus, we are fully supportive of the change of use and have no objection to same.</i>	
<b>RESPONSES TO OBJECTIONS – 23 CIRCUS SMALL BAR</b>		
<b>Objection #</b>	<b>Comments from Objection</b>	<b>Response from 23 Circus</b>
<b>O1</b>	<i>Our bedroom window on the 3<sup>rd</sup> floor of the Axis tower is in a direct line to 23 the Circus and loud music from patrons and bands playing has been heard a number of times late into the night. Myself and my wife have also attended 23 the Circus and been served alcohol without being advised that we needed a meal, it is my opinion that 23 the Circus is already trading as a small bar which needs to be policed regularly. I totally oppose the closing times on a Friday and Saturday at 2am as these closing times should be in line with the rest of the week. There is already a small bar within 100m of 23 the Circus and it is my opinion that the Burswood Peninsula Precinct is well served by the existing small bar and restaurant, as long as they trade as a restaurant, and this is why I oppose this application.</i>	<p><u>Noise:</u> Under the Exclusive Use terms for the outdoor courtyard area (Strata Common Property), there is a restriction on the closing time for this outside area. The current closing time is 1 hour prior to when residents themselves are to move inside from their balconies, therefore the assumption that all noise late into the night coming from our premises cannot be substantiated. The other small bar currently operating in the area (3Bs) is in the Axis Tower where this respondent resides. 3Bs often operate until 1 am on Friday and Saturday nights; whereas both our inside and outside areas are shut down by 10.30 (except on rare occasions when the Strata Company grants an exemption for a function to operate inside until midnight). It is often difficult to pinpoint exactly where noise is generated from within the central plaza area; however, given we are effectively locked-in even before the residents themselves, there is no evidence to suggest that all late night noise is generated by patrons or music at 23 Circus.</p> <p><u>Service of Alcohol without food:</u> 23 Circus has an “Extended Trading Permit” (Permit No. 0211393018) issued under the Liquor Control Act that enables the service of Liquor without a meal. This permit has been in place since 28<sup>th</sup> March 2018 and is valid until 27<sup>th</sup> March 2028. This Extended Trading permit allows the service of liquor without a meal provided that:</p> <ul style="list-style-type: none"> <li>• The primary purpose of the business is the regular service of meals.</li> <li>• Kitchen and food service is always available when liquor is served.</li> <li>• Patrons must be seated when consuming liquor.</li> </ul>

		<p>As expressed in our Development Application, the primary purpose for the change of use to a Small Bar is to enable patrons to consume liquor when standing (as opposed to being seated) within the licenced area. This will simply allow us more flexibility when it comes to group bookings such as birthday parties.</p> <p><u>Closing time:</u> The current restaurant licence held by 23 Circus allows us to open 24hrs a day / 7 days a week provided that the kitchen and food service is available whenever liquor is served. Whilst we do not currently trade past 10.30pm, excepting for occasions when the Strata Company grants an exemption for a function to operate inside until midnight, we already can do so without the small bar licence.</p> <p>As expressed in our Development Application, the primary purpose for the change of use to a Small Bar is to enable patrons to consume liquor when standing (as opposed to being seated) within the licenced area. This will enable us more flexibility when it comes to functions, as these will no longer require a Strata Company Exemption to operate inside until midnight (or 2am on weekends).</p> <p>Further, our business model has always been to focus on food and coffee. This will not change under the new licensing conditions. Despite our current 10.30pm closing time; on nights where patronage is low, we have always closed early. We will continue the practice of closing early when numbers are low under the small bar licence conditions and this is standard industry practice.</p>
<p><b>O2</b></p>	<p><i>I am opposed to the application for the following reasons: The closing hours are too late for a residential area. Less than 50 % of seats are inside and the noise generated from the courtyard will be detrimental to residents in the subject building and adjoining developments. Buildings in the peninsular area have a general rule with noise that residents move inside off their balconies by 10.30 pm to</i></p>	<p><u>Closing time / Noise:</u> As noted in the Response #O1, on nights where patronage is low, we have and will continue to close earlier than the approved hours. Currently, the closing time for the outdoor area is one hour prior to the time that surrounding residents must move inside themselves.</p> <p><u>Carparking:</u> There are at least 60 legal on-street parking bays on The Circus alone. There are also many legal on-street parking bays in the streets and roads</p>

	<p><i>reduce the noise impact for other residents. With greater emphasis on the consumption of alcohol noise and late leavings by customers will be increased. The restaurant at present rarely has large numbers after 10pm and generally well less than 75 patrons. Carparking in the peninsula area and more particularly The Circus is already at premium at night time and the granting of this use has the potential to increase traffic in the area and reduce further parking for residents and their visitors. Residents are already affected by the restrictive event day regulations recently introduced by Council. The change of use will mean their will be more rubbish in terms of bottles etc. and the use of kegs will mean more deliveries. The premises has no storage area for the increased rubbish, kegs etc. Removal of these items can generate additional noise and inconvenience for residents. The emphasis on alcohol consumption has the potential to bring more people into the Burswood peninsula area with a possible increase in vandalism, disturbances, traffic and is detrimental to the current quiet enjoyment most residents currently experience.</i></p>	<p>around The Circus, in addition to the Crown Complex free parking located between Park Road, Victoria Park Drive and Bolton Drive. Staff and customers have access to the on-street parking bays excepting on stadium event days when parking is restricted on the Peninsula and staff and customers use the Crown Complex free parking. A significant majority of our customers are locals who have private off-street parking.</p> <p><u>Increased Rubbish:</u> There is nothing to substantiate an increase in rubbish due to a change in licensing conditions. There will be no changes to our current practices in terms of rubbish disposal and the change of use does not automatically imply a change in volume.</p> <p><u>Deliveries:</u> There is nothing to substantiate an increase in kegs and/or other items that require storage due to a change in licensing conditions.</p> <p><u>Increased vandalism, disturbances etc:</u> This objection is based on a view that there is an increased emphasis on alcohol consumption through the change in use. Whilst the small bar licence does allow the service of alcohol without a meal, the small bar, to be known as “Darren’s Small Bar, Coffee and Kitchen” will still maintain its gastro-pub style breakfasts, lunches and dinner and its focus on making the best coffee in Burswood.</p> <p>As noted in the response to #01, the Extended Trading Permit that is currently approved and in place via Liquor Licensing allows us to serve alcohol without a meal, therefore the small bar licence will not bring any substantial change to the current service of alcohol.</p>
<p><b>03</b></p>	<p><i>As the owner of Three B's Burswood Bar and Bistro we believe the addition of another small bar licence will severely impact our business as the community population is to small and does not warrant two (2) small bar licences. Our business plan reflected Three B's was to be the only small bar licence in the immediate area as a</i></p>	<p><u>Threat to Business Model:</u> As indicated in the responses to #01 and #02, the change in our business model under a small bar licence is miniscule. It is primarily to enable patrons to stand and drink and to remove the need to apply for exemptions to the Strata Company for functions. We have no intention of capitalizing on the great work 3Bs have done in increasing their patronage of non-resident people. Our primary focus will remain on food and coffee, and we</p>

	<p><i>point of difference from the larger venues at Crown, Optus Stadium, Blasta Brewery and Empire Bar. Since we opened in March 2018 we have targeted people outside our community and bought a lot of repeat customers into the area due to our hard work and now 23 The Circus want to capitilise on our hard work. 23 The Circus has always been a restaurant and i do believe that they have not adhered to their licence from what others have told me serving alcohol without meals. They should remain a restaurant licence and adhere to their rules and regulations so two (2) businesses can survive in an already difficult and saturated hospitality industry. I oppose this proposal.</i></p>	<p>have no intention of hosting “event nights” of a similar nature to those hosted by 3Bs.</p> <p>Our current event nights, hosted on the first Tuesday of every second month, are a wine-inspired 3-course Degustation. The focus of these events is pairing food with wine and we intend to maintain these events in their current format under a small bar licence.</p> <p><u>Service of Alcohol without Food:</u> As noted in our response to #O1, 23 Circus holds a current Extended Trading Permit which allows us to serve alcohol without food. There is no increased emphasis on the consumption of alcohol. It is simply to allow patrons to stand whilst they have a drink in their hand.</p>
<p><b>O4</b></p>	<p><i>Quite contrary to its existing licence this establishment has for the last 4 years that I know of (witnessed in person and served in person)sold alcohol for both consumption on the premises (without any emphasis on the necessity to have a meal) and for takeaway from the premises. I feel the business owner is now trying to cover the position by seeking this change in licence use. Whilst they may not be seeking any change in operating hours or patronage numbers the sale of alcohol without the focus on the supply of a meal will, in my opinion, lead to a degradation of patronage behavior which will have greater impact on our community. On occasion it is already an issue. Racing Gaming and Liquor should be enforcing the constraints of the current licence restrictions.</i></p>	<p><u>Service of Alcohol without Food:</u> As noted in our response to #O1, 23 Circus holds a current Extended Trading Permit which allows us to serve alcohol without food. There is no increased emphasis on the consumption of alcohol. It is simply to allow patrons to stand whilst they have a drink in their hand.</p> <p><u>Takeaway Alcohol:</u> Under the revised service of takeaway alcohol rules permitted by the WA Government’s Closure and Restriction (Limit the Spread) Directions (No 4), 23 Cirucs was issued with an “Occasional Licence - State of Emergency Direction”. The Occasional Licence allows us to sell takeaway alcohol when it is purchased in conjunction with a takeaway meal. This occasional licence was issued on 9<sup>th</sup> May 2020 and is renewed every month. Once the State of Emergency Direction is revoked, there will be no more sales of takeaway alcohol with meals, whether we are operating under the restaurant licence or the small bar licence.</p> <p><u>Enforcing current Licence restrictions:</u> It appears this respondent is not fully aware of our current licencing conditions, in particular the Extended Trading Permit and the Occasional Licence. Therefore, comments regarding seeking a change to “cover the position” are not correct.</p>

<p>05</p>	<p><i>The fundamental reason for my objection is that, rather than being a mere formality relating to liquor licensing requirements etc as your letter advises that the Town has been told by the applicant, this proposal represents a fundamental change to the nature of the premises, with serious and significant adverse consequences for surrounding residents and property owners.</i></p> <p><b>Background</b>  <i>When Allegro was first developed in mid-2006 (I was an original buyer from Mirvac Fini), 23 The Circus was operated as "FOOD by Christopher Hiller", and was a café I restaurant mostly providing service from breakfast through to mid-afternoon, with some limited evening openings.</i></p> <p><i>In recognition of the intended low-impact nature of the café and in consideration of the potential impacts to surrounding residents (such as my property), a series of strong protections were embedded in the By-Laws which govern the Allegro strata scheme (strata plan 44450), including the premises at 23 The Circus.</i></p> <p><i>These protections include, for example:</i></p> <ul style="list-style-type: none"> <li><i>. The by-laws themselves referring to 23 The Circus as the "café I take-away lot" (and not a small bar, for example);</i></li> <li><i>. A range of requirements in relation to the fit-out, including specified glazing and sound-proofing required, all tables and chairs to have rubber feet, and a prohibition forbidding the premises to "create or allow noise or music on or adjacent to the Commercial Lot or an Alfresco area which interferes or is likely to interfere with</i></li> </ul>	<p><u>Strata Bylaws</u> – Strata By-laws are an issue for the Strata Company and should be dealt with under the Strata Titles Act. Both the Town Planning Act and the Liquor Licencing Act have primacy over the Strata Titles Act; therefore, Strata By-laws should not be the basis for objecting to this application.</p> <p>The Allegro Management Statement, Section 22 "Use of Lots"; states in Article 5 "an owner or occupier of a Café / Take-away Lot having Alfresco Areas must:"</p> <p>b) "unless permitted by all relevant authorities, close its relevant Alfresco Areas 1 hour prior to the relevant closing hours set out in By-law 22 (3). Therefore, the Management Statement anticipates the primacy of relevant authorities such as Town of Victoria Park and Liquor Licensing Board.</p> <p>In addition to the Section 22 (5)(b) of the Management Statement, the Strata By-Laws pertaining to the Common Property (Exclusive Use Area) with respect to opening and closing times are noted as being in place "unless otherwise determined by the strata company and otherwise in accordance with all requirements of the relevant authorities". In accordance with the Burswood Precinct Plan P2, a small bar is permitted by a resolution of council (discretionary use). Further, the Liquor Licensing Act allows for opening and closing times beyond those listed within the bylaws. Therefore, they meet the "and otherwise in accordance with all requirements of relevant authorities" test and do not require a change to the bylaw.</p> <p>Given that a small bar approval within a Survey Strata Lot has already been issued within this Precinct, and on the basis that Strata By-Laws have no primacy, the "legal twilight zone" assertion is erroneous.</p> <p><u>Arguments against the proposal:</u></p> <ul style="list-style-type: none"> <li>• The respondent states that "<i>the proposal represents a fundamental change in the nature of the premises</i>". However, as noted in all the responses to comments thus far, there is no significant change from the</li> </ul>
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<p><i>the peaceful enjoyment of an owner, occupier or other resident of a lot, or any person lawfully using the common property;</i></p> <p><i>. A prohibition on speakers being installed or operated in the café's alfresco area;</i></p> <p><i>. A prohibition on the property being used in a way which "causes or may cause a nuisance to occupiers of the [other] lots or uses of the common property used in connection with the [adjacent] residential lots (clarification added in square brackets);</i></p> <p><i>. Specified operating hours, requiring the premises to be closed by no later than 10:30pm each evening, with the alfresco area to be closed and all patrons inside with the doors closed one hour beforehand (i.e. 9:30pm). Please note that these closing times are at significant variance from those which have been represented to the Town by the applicant in its submission.</i></p> <p><i>As can be seen from the above, the objective in how the café / restaurant was originally conceived (and should continue to be, by virtue of the Allegro By-Laws) was not intended to strike a fair or practical balance between the premises and surrounding residential uses. By their nature, these by-laws gave (and continue to give) absolute primacy to the quiet amenity of the surrounding residential properties by imposing a range of strict requirements on the premises at 23 The Circus. These are requirements of which the owner / operator at 23 The Circus was well aware when originally purchasing and establishing the premises.</i></p> <p><i>Again, I emphasise:</i></p>	<p>current Extended Permit and Occasional Licence conditions that would justify a "fundamental" change in the nature of the operation of the Café.</p> <ul style="list-style-type: none"> <li>• The respondent makes numerous statements about conflict with the By-Laws; however as indicated in the previous section of this response, those assertions are flawed in terms of lack of primacy of the Strata Titles Act over Town Planning and Liquor Licencing</li> <li>• Whilst the respondent claims that all of the Townhouses have concerns over the proposed change of use, it would appear that only 2 townhouse owners (including this respondent) have opposed the proposal; however, there is at least 6 in support of the proposed change.</li> </ul>
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<p><i>. These by-laws, designating the premises as a low-impact café {restaurant, have existed since the building was first completed in June 2006;</i></p> <p><i>. This represents the set of rules under which I, and every owner in Allegro, have purchased their properties - including APM Asset Management Pty Ltd, the owner of 23 The Circus (the applicant);</i></p> <p><i>. It's not just original purchasers from Mirvac Fini who have signed up to these rules - every purchaser since has been made aware of the by-laws at the time of purchase (being strata-titled properties), and the by-laws are also on public record at Landgate;</i></p> <p><i>.To ensure the ongoing low impact of the premises at 23 The Circus and to maintain the amenity for surrounding lot owners and residents (such as my nearby property), Mirvac Fini had the wisdom to designate these as Schedule 1 By-Laws under the Strata Titles Act. This means that they can only be changed by a Resolution Without Dissent at an Annual General Meeting or Special General Meeting of all lot owners in Allegro. That is, if even one person votes against a motion to change these by-laws, the motion is lost and the by-laws remain "as-is".</i></p> <p><b><i>Arguments Against the Proposal</i></b></p> <p><i>I therefore object to the proposal in the most strenuous terms, on the following rationale:</i></p> <p><i>. Far from being a procedural change, the proposal represents a fundamental change in the nature of the premises from that first envisaged, and permitted by the by-laws;</i></p> <p><i>. If this proposal were to be approved by the Town, it would create a chaotic "legal twilight zone", where the</i></p>	
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<p><i>Town's zoning permits the premises being operated as a small bar, but the strata company by-laws restricts it to being operated as a low impact café/restaurant. The potential for conflict is high, and it is likely that the Town would be brought into further complex complaints and proceedings as a result;</i></p> <p><i>. In my correspondence with Liquor Licensing, they have only granted a Small Bar licence conditional upon the Town passing the rezoning. In conversation with their staff, had they been more fully aware of the background to the application (including the Allegro By-Laws, for example), it's possible that they would have forced the application through a "public interest check" process, which would have given Allegro residents more of an opportunity to comment specifically on the liquor licensing aspect of the proposal. Given however that this didn't occur, the only opportunity to now halt this flawed proposal lies with the Town now refusing the rezoning application currently before it;</i></p> <p><i>. There is no prospect of the Allegro By-Laws being amended to accommodate the change in use for 23 The Circus from a café / restaurant to a small bar. As set out previously, if even one resident objects, the proposal for change fails. I will certainly object, and can confidently say one or more of my neighbours will also;</i></p> <p><i>. In a recent survey of townhouse residents surrounding the café, a number of concerns have been raised including the "creep" of alfresco furniture beyond the designated alfresco area, café deliveries and returning items (e.g. bread and milk crates) being left beyond the boundaries of the property and encroaching across the front doors of adjacent townhouses, café residents smoking outside the front doors of adjacent townhouses,</i></p>	
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	<p><i>noise complaints, complaints re rubbish disposal etc. etc. These complaints have arisen consistently over an extended period of time, with the operator of 23 The Circus having been repeatedly warned and asked to address these issues, but with little effective remedial action given the ongoing nature of the complaints. These issues have arisen (and continue to arise) with the premises being operated as a low-impact café / restaurant! One can only imagine how these complaints might significantly escalate with the premises changing to a small bar;</i></p> <p><i>. Nearby premises across the other side of the Plaza at "Three B's" (31 The Circus -only some 200 metres away from the premises at 23 The Circus) have already been converted to a small bar. One questions the need for two small bars within 200 metres of each other, particularly in such a dense residential area where the potential for conflict between small bars and hundreds of surrounding residential townhouses and apartments is high.</i></p>	
<p>O6</p>	<p><i>We both currently own and are residents of XX, a neighbouring townhouse 5 metres from 23 Circus's external facing bar area (as demonstrated in attached image). Our objection relates to the adverse impacts to our own residence and neighbouring occupants and property owners should the proposed licensing application be granted.</i></p> <p><b>Points for objection:</b></p> <p><b>1. Current strata by-laws will be breached if the application is granted</b></p> <p><i>When purchasing 21 The Circus in 2013, we were informed of the by-laws that we agreed and presently maintain compliance. At the time, the café mainly operated as morning to mid-afternoon food and</i></p>	<p><u>Breach of Bylaws</u> – see response to #O5</p> <p><u>Service of Alcohol without Food:</u> As noted in our response to #O1, 23 Circus holds a current Extended Trading Permit which allows us to serve alcohol without food. There is no increased emphasis on the consumption of alcohol. It is simply to allow patrons to stand whilst they have a drink in their hand. There have been a limited number of anti-social incidents under the current trading conditions, therefore there is no basis to support an assumption that anti-social behavior will increase.</p> <p><u>Misuse of Common Area:</u> The use of the Common Area is an issue for the Strata Company to address and should not be considered the basis for objecting under the Town Planning Act. As indicated in response #O2, there is nothing to</p>

<p><i>beverage premises. Upon settlement, we were informed of the strata protections in place to reduce impacts of the cafe to surrounding residential premises (namely all neighbouring townhouses 20, 21, 22, 24 and 25 The Circus). These protections came in the form of by-laws with primary intent to restrict any operations that may impact the livelihood of neighbouring residences, embedded into the Allegro strata scheme (strata plan 44450). For example:</i></p> <ul style="list-style-type: none"> <li><i>. The by-laws referring 23 The Circus premises as the "café I take-away lot" (and not as a small bar);</i></li> <li><i>. Requirements relating to the fit-out, including required specified glazing and sound proofing, all tables and chairs to have covered feet (such as nylon or rubber), and prohibiting the premises to "create or allow noise or music on or adjacent to the Commercial Lot or an Alfresco Area which interferes or is likely to interfere with the peaceful enjoyment or an owner, occupier or other resident of a lot, or any person lawfully using the common property";</i></li> <li><i>. Speakers prohibited from being installed or operated in the café's alfresco area;</i></li> <li><i>. Property prohibited from being used that "causes or may cause a nuisance to occupiers of the [other] lots or uses of the common property used in connection with the [adjacent] residential lots" (clarification and intended context provided in square brackets);</i></li> <li><i>. Specified operating hours, requiring the premises to be closed no later than 10:30pm each evening, with the alfresco area to be closed and all patrons inside with the doors closed one hour beforehand (i.e. 9:30pm). Please note that the closing hours in the proposed application are inconsistent with these by-laws.</i></li> </ul>	<p>substantiate any increase in deliveries, storage etc. under a small bar operating model.</p>
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	<p><b>2. Disturbance of peaceful enjoyment of our residential property</b></p> <p><i>A small bar licence provides the ability for alcohol to be purchased and consumed without a meal. This has the potential to attract anti-social behavior to the detriment of neighbouring residential premises.</i></p> <p><i>Despite the current protections in place, we frequently experience occasions of loud alfresco music, entertainment and/or noise from patrons, sometimes this noise extends beyond the time permitted as stated in the strata by-laws. In addition, there are also occasions where there is amplification of music inside the café that is often as loud as the alfresco music, particularly when karaoke/sing-alongs are involved. We raised these concerns in a recent survey of townhouse residents surrounding the café about the café operations. We are concerned the permission of selling alcohol without a meal will only intensify and increase these noise incidents.</i></p> <p><b>3. Misuse of common area for the purpose of business</b></p> <p><i>In the same survey of townhouse residents, we raised concerns relating to the misuse of common area that is beyond the boundary of the café's alfresco area. This misuse includes furniture storage, deliveries of goods, milk and bread crates stacked as storage and provision of cigarette butt disposal bin within the common raised garden bed - which invites cigarette smoking in the front of our residential property. These actions blur the boundaries of where the business can operate, thus creating confusion for café patrons to utilise other common areas (beyond the boundaries of the café) to loiter in front of residential premises windows, doors and</i></p>	
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	<p><i>usage of window sills to place and consume beverages purchased from the café - this is a common occurrence.</i></p>	
<p><b>07</b></p>	<p><i>Submission from Allegro Strata Scheme (37 pages)</i></p>	<p>Firstly, it should be noted that no resolution was made by the Council of Owners at the Extraordinary meeting of 5<sup>th</sup> January 2021 to enable the Secretary of the Council to engage with the Town of Victoria Park in respect of the Small Bar Development Application for 23 The Circus. In accordance with the Strata Titles Act, a motion should have been put to a vote of the Council of Owners. On the basis that this did not occur, the submission from the Council of Owners is technically invalid and should not be considered.</p> <p>Nonetheless, in the interests of being thorough with respect to all objections, we have responded as follows:</p> <p><u>Strata Scheme:</u> This is a statement of fact therefore no response is required.</p> <p><u>Strata Company:</u> The Strata Company does own the Exclusive Use Area which forms the alfresco area of the Café Lot. However, it should be noted that the internal area of the Café is a privately owned strata lot, held by the operator of 23 Circus.</p> <p><u>The Council of Owners:</u> The Council of Owners are elected by the Lot Owners to “perform the function of a strata company” subject to the Strata Title Act 1985. There is nothing in the Strata Titles Act that permits the Council of Owners to “represent the interest of lot owners” as claimed in this submission. In fact, as pointed out by the Strata Company later in the submission, the Council of Owners cannot pass a resolution which requires a change to the Schedule 1 by-laws. Such a change requires a Resolution Without Dissent at an Annual General Meeting or Special General Meeting of all lot owners in Allegro. There has been no consultation with the Allegro Lot owners on a potential change to the Café, therefore it is erroneous and misleading for the Strata Company to state that its submission represents the formal position of all 87 Owners.</p>

		<p>With respect to the claim that myself (Darren Montgomery as owner of the Café and member of the Council of Owners), mislead the Council of Owners in relation to the current operating licence. We attach herewith an email and letter from the Chairperson of the Allegro Council of Owners which acknowledges that this statement is incorrect and acknowledging that no Application was made to the Council of Owners. The Chairperson claimed that he will revoke the version of the submission provided to us by Town of Victoria Park and resubmit removing any reference to the Café owner having misled the Council of Owners. It would appear that this action was not undertaken.</p> <p>With respect to the meeting of the Council of Owners on January 5, 2021, myself as a member of the Council of Owners was not advised of this meeting, which makes the meeting itself invalid. I should have been advised of the meeting, allowed to attend to ensure a quorum, then invited to declare my interest. Further, as noted in earlier comments, the Council of Owners cannot purport to “represent the formal position” of all 87 lot owners when this application relates to a Schedule 1 bylaw and no formal consultation with lot owners was undertaken. As can be seen by the submission in support of this application, at least 6 submissions of support were received from Lot Owners of Allegro. Therefore, this submission should be seen as an individual submission and not representative of all lot owners.</p> <p><u>Background:</u> Whilst much of the background information can be verified, there are several personal observations made by the Chairperson of the council of owners which cannot necessarily be verified. Whilst we will not contest these in response to the submission, we do reiterate our response to any claim that this application conflicts with the Strata Bylaws. Strata By-laws are an issue for the Strata Company and should be dealt with under the Strata Titles Act. Both the Town Planning Act and the Liquor Licencing Act have primacy over the Strata Titles Act; therefore, Strata By-laws should not be the basis for objecting to this application.</p>
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		<p><u>Arguments Against the Proposal:</u></p> <ul style="list-style-type: none"> <li>• The respondent states that <i>“the proposal represents a fundamental change in the nature of the premises”</i>. However, as noted in all the response to comments thus far, there is no significant change from the current Extended Permit and Occasional Licence conditions that would justify a <i>“fundamental”</i> change in the nature of the operation of the Café.</li> <li>• The respondent claims an approval by the Town of Victoria Park will create a <i>“chaotic legal twilight zone”</i>. This assertion is flawed in terms of lack of primacy of the Strata Titles Act over Town Planning and Liquor Licencing. There is no <i>“legal twilight zone”</i> between the Town of Victoria Park and the Strata By-Laws, given that Town Planning and Liquor Licencing have primacy over the privately held strata lot (Café). Further, The Management Statement and Strata By-Laws pertaining to the Alfresco / Common Property (Exclusive Use Area) with respect to opening and closing times are noted as being unless permitted by the relevant authorities. In accordance with the Burswood Precinct Plan P2, a small bar is permitted by a resolution of council (discretionary use). Further, the Liquor Licensing Act allows for opening and closing times beyond those listed within the bylaws. Therefore, they meet the <i>“and otherwise in accordance with all requirements of relevant authorities”</i> test and do not require a change to the bylaw.</li> <li>• The respondent states there is no prospect of the By-laws being changed given they require a Resolution Without Dissent. This change of use does not require a change to the By-Laws given the change applies to the privately held portion of the strata lot</li> <li>• Whilst the respondent claims that all the Townhouses have concerns over the proposed change of use, only 2 townhouse owners (including this respondent) have opposed the proposal; however, there is at least 6 in support of the proposed change.</li> <li>• In relation to the current operation being akin to a small bar. Firstly, the assertion that the Owner of 23 Circus misled the Council of Owners has been retracted by the Chairperson on the basis that the Council of</li> </ul>
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		<p>Owners acknowledges that this is a false allegation. Further, the Council of Owners seem to be unaware of the existing Extending Trading Permit which allows the service of alcohol without a meal. This does not indicate the Café owner's willingness to exercise certain "flexibility with the rules" – the Owner of the Café is simply operating within the conditions of the current permits and licences. Therefore, the assertion that a "further relaxation of the rules will lead to even greater conflict" is erroneous and misleading.</p> <ul style="list-style-type: none"><li>• Further objection was raised on the basis that there is already a small bar located across the Plaza (200mt away) and questions the need for 2 small bars in the area. As indicated in previous responses, the change in our business model under a small bar licence is miniscule. It is primarily to enable patrons to stand and drink and to remove the need to apply for exemptions to the Strata Company for functions. Therefore, in effect, our current licencing conditions enable us to operate in a manner very similar to a small bar and have done for almost 3 years.</li></ul>
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TOWN OF  
**VICTORIA PARK**

<b>Request for Tender (RFT)</b>	<b>Preparation of Albany Highway Precinct Structure Plan</b>
<b>Deadline</b>	<b>2:00pm (AWST) Tuesday 09 March 2021</b>
<b>Address for Delivery</b>	<a href="https://portal.tenderlink.com/vicpark/">https://portal.tenderlink.com/vicpark/</a> Facsimile, Mail, Electronic Mailed and Hand Delivered Tenders <b><u>WILL NOT</u></b> be Accepted
<b>RFT Number</b>	<b>TVP/21/02</b>

Please ensure that you quote the Tender number on all correspondence relating to this tender.

Submissions are to be received by the closing time and date.  
Late Tenders will not be accepted. No facsimile or e-mail Tenders will be accepted.



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**TABLE OF CONTENTS**

<b>1</b>	<b>CONDITIONS OF TENDERING</b>	<b>4</b>
1.1	DEFINITIONS	4
1.2	TENDER DOCUMENTS	5
1.3	HOW TO PREPARE YOUR TENDER	5
1.4	CONTACT PERSONS	5
1.5	TENDER BRIEFING/SITE INSPECTION	6
1.6	LODGEMENT OF TENDERS AND DELIVERY METHOD	6
1.7	REJECTION OF TENDERS	6
1.8	LATE TENDERS	6
1.9	ACCEPTANCE OF TENDER	7
1.10	DISCLOSURE OF CONTRACT INFORMATION	7
1.11	TENDER VALIDITY PERIOD	7
1.12	PRECEDENCE OF DOCUMENTS	7
1.13	ALTERNATIVE TENDERS	7
1.14	TENDERERS TO INFORM THEMSELVES	7
1.15	ALTERATIONS	8
1.16	RISK ASSESSMENT	8
1.17	EVALUATION PROCESS	8
1.18	SELECTION CRITERIA	9
1.19	PRICE BASIS	9
1.20	OWNERSHIP OF TENDERS	9
1.21	CANVASSING OF OFFICIALS	10
1.22	IDENTITY OF THE TENDERER	10
1.23	COSTS OF TENDERING	10
1.24	LODGEMENT OF A TENDER BY THE PRINCIPAL	10
1.25	REGISTRATION OR LICENSING OF CONTRACTORS	10
1.26	EXTENSION OF TIME	11
1.27	CONFIDENTIAL INFORMATION	11
1.28	PUBLICITY	11
<b>2</b>	<b>SPECIFICATION</b>	<b>12</b>
2.1	BACKGROUND AND STRATEGIC CONTEXT	12
2.2	DRAFT LOCAL PLANNING STRATEGY	12
2.3	INFORMING STRATEGIES AND PROJECTS	13
2.4	SCOPE OF WORK	13
2.5	TIMESCALES	25
<b>3</b>	<b>GENERAL AND SPECIAL CONDITIONS OF CONTRACT</b>	<b>27</b>
3.1	GENERAL CONDITIONS OF CONTRACT	27
3.2	PERIOD OF CONTRACT AND TERMINATION	27
3.3	DEFINITIONS AND INTERPRETATION	27
3.4	CONSULTANT TO PERFORM SERVICES	29
3.5	CLIENT TO PAY	29
3.6	STANDARD OF CARE	29
3.7	SCOPE	29
3.8	CLIENT'S REPRESENTATIVE AND CONSULTANT'S REPRESENTATIVE	30
3.9	INFORMATION	30
3.10	DIRECTIONS	30
3.11	VARIATIONS	30
3.12	PAYMENT	31
3.13	GST 32	
3.14	TIME 32	
3.15	LAW AND APPROVALS	32
3.16	CONSULTATION AND MEETINGS	33
3.17	REVIEW AND ACCEPTANCE	33
3.18	ADVERSE EVENT	33
3.19	COOPERATION WITH OTHERS	33
3.20	KEY PERSONNEL	33
3.21	CONFLICT OF INTEREST	33
3.22	SUBCONTRACTING AND ASSIGNMENT	34

**PART 1****READ AND KEEP THIS PART**

3.23	COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS	34
3.24	MORAL RIGHTS*	35
3.25	CONFIDENTIALITY	35
3.26	SUSPENSION BY THE CLIENT	35
3.27	SUSPENSION BY THE CONSULTANT	36
3.28	TERMINATION WITHOUT CAUSE	36
3.29	TERMINATION DUE TO DEFAULT BY EITHER PARTY	36
3.30	INDEMNITY	37
3.31	LIMITATION OF LIABILITY	37
3.32	INSURANCE	38
3.33	INSOLVENCY	38
3.34	DISPUTE RESOLUTION	39
3.35	SERVICE OF NOTICES	40
3.36	SURVIVAL OF TERMINATION	40
3.37	GOVERNING LAW	40
3.38	STANDARD FORM NATURE OF CONTRACT	40
3.39	PARTICULARS OF CONTRACT	41
3.40	SPECIAL CONDITIONS OF CONTRACT	44
<b>4</b>	<b>TENDERER'S OFFER</b>	<b>46</b>
4.1	FORM OF TENDER	46
4.2	COMPLIANCE CRITERIA	47
4.3	QUALITATIVE CRITERIA	50
<input type="checkbox"/>	50	
4.4	PRICE SCHEDULE	51

## 1 CONDITIONS OF TENDERING

The Town of Victoria Park invites suitably qualified organisations to submit tenders, via this procurement process for preparation of Albany Highway Precinct Structure Plan, the statutory advertising and assessment process through to final approval stage, including the completion of any required modifications to reach its final approved/endorsement form.

A full statement of the Requirements required under the proposed contract appears in the Specification Part 2.

### 1.1 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request.

<b>Attachments:</b>	The documents you attach as part of your Tender.
<b>Contractor:</b>	Means the person or persons, corporation or corporations who's Tender is accepted by the Principal, including the executors or administrators, successors and assignments of such person or persons, corporation or corporations.
<b>Deadline:</b>	The deadline for lodgement of your Tender as detailed on the front cover of this Request.
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract nominated in Part 3 and incorporated in a Contract in accordance with the Offer.
<b>Offer:</b>	Your offer to supply the Requirements.
<b>Principal:</b>	Town of Victoria Park or the Town represented by the Contract Manager or his/her representative.
<b>Request or RFT or Request for Tender:</b>	This document.
<b>Requirements:</b>	All requirements as mentioned in this Request.
<b>Selection Criteria:</b>	The Criteria used by the Principal in evaluating your Tender.
<b>Special Conditions:</b>	The additional contractual terms (if applicable).
<b>Specification:</b>	The Statement of Requirements that the Principal requests you to provide if selected.
<b>Tender:</b>	Completed Offer form, Response to the Selection Criteria and Attachments.
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.
<b>Tenderlink:</b>	Means the web-based portal to be used for downloading Tender documents, raising queries in the online forum during the Tender Open Period and lodgement of Tenders. This medium operates through the website <a href="https://www.tenderlink.com/vicpark/">https://www.tenderlink.com/vicpark/</a>

## 1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

Part 1 – Conditions for Tendering (*read and keep this part*).

Part 2 – Specification and/or plans/drawings (*read and keep this part*).

Part 3 – General Conditions of Contract (*read and keep this part*).

Part 4– Tenderer's Offer (Form of Tender) (***complete and return this part***).

### Separate Documents:

The following documents will be integral part of this Request for Tender:

- i) Addenda and any other special correspondence issued to Tenderers by the Principal.
- ii) Any other policy or document referred to but not attached to the Request.

## 1.3 HOW TO PREPARE YOUR TENDER

During preparation of tender documents, tenderers should:

- i) Carefully read all parts of this document;
- ii) Ensure you understand the Requirements;
- iii) Complete and return the filled-in Form of Tender (Part 5) in all respects; and,
- iv) Make sure that the Form of Tender is signed-off by the authorised Tenderer's representative and have responded to all Criteria.
- v) Make sure you have signed the Offer form and responded to all of the Selection Criteria; and
- vi) Lodge your Tender before the Deadline.

## 1.4 CONTACT PERSONS

Tenderers should not rely on any other information provided by any person not listed below:

Contractual Enquiries		Technical/Scope Enquiries	
<b>Name</b>	<b>Sumita DSilva</b>	<b>Name</b>	<b>Jess Gannaway</b>
Position	Senior Procurement Officer	Position	Place Leader
Telephone	(08) 9311 8111	Telephone	(08) 9311 8111
Email	admin@vicpark.wa.gov.au	Email	admin@vicpark.wa.gov.au

Any requests for information or clarification must be made in writing, preferably through the Tender forum at <https://portal.tenderlink.com.au/vicpark/> and may become an Addendum to this Request.

No requests for information or clarification to the Tender Documents will be accepted later than three (3) working days prior to the deadline for this request.

**1.5 TENDER BRIEFING/SITE INSPECTION**

None.

**1.6 LODGEMENT OF TENDERS AND DELIVERY METHOD**

The tender must be lodged latest by the Deadline. The Deadline for this request is stated on the cover page of this RFT.

Submissions are to be lodged electronically by utilising the Tenderlink E-Tendering website: <https://portal.tenderlink.com/vicpark/>

***Electronic mail Tenders and Tenders submitted by Facsimile will not be accepted.***

Tenderers must ensure that all electronic submission files are clearly named with the:

1. Principal's Tender Number (i.e. TVP/21/02); and
2. Tenderer's Name

The Principal's preferred format for the main submission (i.e. other than the Price Schedule) is a single (1) PDF file readable by Adobe Acrobat (PDF) or Microsoft Office – 2003, 2007 and 2010 applications.

Any brochures, pamphlets or other supporting documentation shall be included either in the same file or a separate file. If in a separate file; such documentation shall be fully cross referenced to the appropriate section of the submission.

All pages shall be numbered consecutively, and the Tender shall include an index.

Where Tenderers lodge more than one (1) submission for an RFT, the RFT documents and electronic files shall be clearly labelled and named to identify whether the submission:

- Supersedes a previously lodged Tender;
- Is an Alternative; or
- Is additional to a previously lodged Tender.

**1.7 REJECTION OF TENDERS**

A Tender will be rejected without consideration of its merits in the event that:

- i) it is not submitted before the Deadline; or
- ii) it is not submitted at the place specified in the Request; or
- iii) it may be rejected if it fails to comply with any other requirements of the Request.

**1.8 LATE TENDERS**

Tenders received:

- i) after the Deadline; or
- ii) in a place other than that stipulated in this Request;  
**will not** be accepted for evaluation.

### 1.9 ACCEPTANCE OF TENDER

Unless otherwise stated in this Request, Tenders may be for all or part of the Requirements and may be accepted by the Principal either wholly or in part. The Principal is not bound to accept the lowest Tender and may reject any or all Tenders submitted.

### 1.10 DISCLOSURE OF CONTRACT INFORMATION

Documents and other information relevant to the contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court order.

All Tenderers will be given particulars of the successful Tenderer(s) or advising that no Tender was accepted.

### 1.11 TENDER VALIDITY PERIOD

All Tenders will remain valid and open for acceptance for a minimum period of ninety (90) days from the Deadline or forty-five (45) days from the Principal's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### 1.12 PRECEDENCE OF DOCUMENTS

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.

### 1.13 ALTERNATIVE TENDERS

All Alternative Tenders may be accompanied by a conforming Tender.

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases be clearly marked "**Alternative Tender**".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

### 1.14 TENDERERS TO INFORM THEMSELVES

Tenderers shall be deemed to have:

- i) examined the Request and any other information available in writing to Tenderers for the purpose of Tendering;
- ii) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- iii) satisfied themselves as to the correctness and sufficiency of their Tenders including Tendered prices which shall be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things



necessary for the due and proper performance and completion of the work described therein;

- iv) acknowledged that the Principal may enter into negotiations with Tenderer(s) and that negotiations are to be carried out in good faith; and
- v) satisfied themselves they have a full set of the Request documents and all relevant attachments.

Failure by the Tenderer to have done all or any of the foregoing shall not relieve the successful Tenderer of its obligations to perform the proposed Contract in accordance with the terms of the proposed Contract.

**1.15 ALTERATIONS**

The Tenderer must not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

**1.16 RISK ASSESSMENT**

The Principal may have access to and give consideration to:

- i) any risk assessment undertaken by any credit rating agency;
- ii) any financial analytical assessment undertaken by any agency; and
- iii) any information produced by the Bank, financial institution, or accountant of a Tenderer;

to assess that Tender and may consider such materials as tools in the Tender assessment process.

Tenderers may be required to undertake to provide to the Principal (or its nominated agent) upon request all such information as the Principal reasonably requires to satisfy itself that Tenderers are financially viable and have the financial capability to provide the Services for which they are submitting and meet their obligations under any proposed Contract. The Principal reserves the right to engage (at its own cost) an independent financial assessor as a nominated agent to conduct financial assessments under conditions of strict confidentiality. For this assessment to be completed, a representative from the nominated agent may contact you concerning the financial information that you are required to provide.

The financial assessment is specifically for use by the Principal for the purpose of assessing Tenderers and will be treated as strictly confidential.

**1.17 EVALUATION PROCESS**

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender.

The following evaluation methodology will be used in respect of this Request:

- i) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer form and Attachments) may be excluded from evaluation.

- ii) Tenders are assessed against the Selection Criteria. Contract costs are evaluated (e.g. tendered prices) and other relevant whole of life costs are considered.
- iii) The most suitable Tenderers may be short listed and may also be required to clarify their Tender, make a presentation, demonstrate the product/solution offered and/or open premises for inspection. Referees may also be contacted prior to the selection of the successful Tenderer.

A Contract may then be awarded to the Tenderer whose Tender is considered the most advantageous Tender to the Principal.

No legal, or other obligation, will arise, unless and until a formal Contract is signed by both successful Tenderer as well as by the Principal.

### **1.18 SELECTION CRITERIA**

The Contract may be awarded to a sole or panel of Tenderer(s) who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria below to determine the most advantageous outcome to the Principal.

The Town has adopted a best value for money approach to this Request. This means that, although price is considered, the tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. A Tender demonstrating greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

The Principal has adopted a best value for money approach to this Request. This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

### **1.19 PRICE BASIS**

All prices for goods/services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

### **1.20 OWNERSHIP OF TENDERS**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of the Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the this

procurement process provided that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

#### 1.21 CANVASSING OF OFFICIALS

If the Tenderer, whether personally or by an agent, canvasses any of the Principal's Commissioners or Councillors Officers (as the case may be) with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal will omit the Tenderer from consideration.

#### 1.22 IDENTITY OF THE TENDERER

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer shall be the person, persons, corporation or corporations named as the Tenderer in Part 4 and whose execution appears on the Offer by Tenderer in Part 4 of this Request. Upon acceptance of the Tender, the Tenderer shall become the Contractor.

#### 1.23 COSTS OF TENDERING

The Principal will not be liable for payment to the Tenderer for any costs, losses or expenses incurred by the Tenderer in preparing their Offer.

##### 1.23.1 Tender Opening

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

**Only the names of the persons who submitted a Tender by the due Deadline will be read out at the tender opening.** No discussions will be entered into between Tenderers and the Principal's officers present or otherwise, concerning the Tenders submitted.

The Tender opening will be held on as soon as practicable after the Deadline at the Principal's office.

#### 1.24 LODGEMENT OF A TENDER BY THE PRINCIPAL

The Principal **does not** intend to submit an in-house Tender.

#### 1.25 REGISTRATION OR LICENSING OF CONTRACTORS

Where an act or ordinance of the state of Western Australia requires that a Contractor (as defined by the act or ordinance) be registered or licensed to carry out the work described in the Request documents, the Tenderer shall state on the Tender Form, its registration or license number.

The Tender may not be considered if the Tenderer fails to provide such registration or license number.

**1.26 EXTENSION OF TIME**

If an extension of time to lodge a tender is granted, the extension shall apply to all Tenderers who will be advised of the new closing time and date. Tenders lodged within the original time shall be retained unopened or returned on request.

The Principal, in its absolute discretion, may grant or refuse any application for an extension of time.

**1.27 CONFIDENTIAL INFORMATION**

The parties shall ensure that there are kept confidential such documents, samples, models, patterns and other information as are supplied and clearly identified as confidential.

If required in writing by a party, the other party shall enter into a separate agreement not to disclose to anyone else any confidential matter even after completion or earlier termination of the Contract. If so required by the Contractor, the Principal shall ensure that the Principal's Representative also enters into such an agreement.

**1.28 PUBLICITY**

The Contractor shall not issue any information, publication, document or article for publication in any media which includes details of the work under the Contract without the written approval of the Principal.

## 2 SPECIFICATION

The Town of Victoria Park is seeking to prepare a Precinct Structure Plan for the proposed Albany Highway Secondary Activity Centre in accordance with State Planning Policy 7.2 Precinct Design (SPP 7.2) and the Planning and Development (Local Planning Schemes) Regulations 2015 (as amended).

The Precinct Structure Plan will provide the guiding framework (strategic vision and statutory framework) for the planning and development of the study area by taking a holistic, long term approach that can be updated over time in response to contemporary issues and community aspirations. The Precinct Structure Plan will guide movement and access, land use and built form within the Albany Highway Activity Centre, informing changes to the local planning framework to facilitate private development, as well as setting out the recommended servicing, infrastructure and public realm design requirements and their implementation that will be necessary to realise the vision and objectives for the activity centre.

The completion of Precinct Structure Planning for Albany Highway will serve as a major catalyst for development and inform potentially significant and far-reaching changes to the Town's existing local planning framework. The Town is now seeking a highly experienced and capable consultant to prepare a Precinct Structure Plan for the proposed Albany Highway Secondary Centre as per the scope of works in section 2.4.

### 2.1 BACKGROUND AND STRATEGIC CONTEXT

The review and update of the Town of Victoria Park local planning framework as it relates to the Albany Highway activity centre is a strategically significant project, identified as a key action within the Town's Corporate Business Plan. In addressing this action the Town has identified that the anticipated uplift in development potential enabled through a significant amendment to the Town of Victoria Park Town Planning Scheme No. 1 (TPS1) is unlikely to be supported in the absence of addressing the requirement for Precinct Structure Planning in accordance with recently gazetted SPP 7.2. SPP 7.2 requires that a Precinct Structure Plan(s) be approved by the Western Australian Planning Commission (WAPC) prior to significant changes being made to a local planning scheme where they are likely to result in significant and/or complex outcomes to an existing activity centre.

SPP 7.2, along with associated amendments to the Planning and Development (Local Planning Schemes) Regulations 2015 (the Regulations), amends and consolidates the former structure planning framework through the replacement of Activity Centre Plans with Precinct Structure Plans. These are used to guide the future development, built form provisions and land use controls applicable to development within activity centres within local government local planning schemes.

### 2.2 DRAFT LOCAL PLANNING STRATEGY

The Town has significantly progressed the update of its local strategic planning framework through the preparation of a Draft Local Planning Strategy (Draft LPS) which will inform preparation of a new local planning scheme. The Draft LPS is informed by the revised Activity Centres Strategy (December 2017) which seeks to alter the existing designation of the Albany Highway activity corridor under existing State Planning Policy 4.2 Activity Centres (SPP 4.2) from two activity centres (Victoria Park Secondary Centre and the East Victoria Park District Centre) to a single Secondary Centre.

This reclassification is a key action of the Draft LPS, which also identifies Albany Highway as a 'Precinct Planning Area' to be the subject of Precinct Structure Planning in accordance with SPP 7.2.

### 2.3 INFORMING STRATEGIES AND PROJECTS

This project will be informed by the strategies, recommendations and prior engagement undertaken as part of the following strategic plans and projects:

- Strategic Community Plan (review currently in progress)
- Draft Local Planning Strategy
- Precinct Masterplan for the Macmillan Precinct (currently in progress);
- Town of Victoria Park Activity Centres Strategy;
- Place Plans for Victoria Park, East Victoria Park and St James;
- Albany Highway Built Form Study (un-progressed)
- Public Open Space Strategy;
- Old Spaces New Places programme
- Archer Street and Mint Street - Streetscape Improvement Plan
- Draft Environmental Plan 2020-2025
- Climate Emergency Plan (currently in progress)
- Restart Vic Park COVID-19 Response Strategy
- Integrated Movement Network Strategy (review commencing in early 2021);
- Streets Ahead Action Plan (prepared by the Vic Park Collective)
- City of South Perth & Town of Victoria Park Joint Bike Plan
- Edward Millen Redevelopment (currently in progress)
- Future Organisational Needs Project (currently in progress)

### 2.4 SCOPE OF WORK

#### 2.4.1 Overview

The project is to prepare an Activity Centre Precinct Structure Plan(s) for the study area in accordance with SPP 7.2 and the SPP 7.2 Precinct Design Guidelines, drawing also on the WAPC's SPP 7.2 'Precinct Plan Manner and Form' interim guidance document. The scope of the project includes initial preparation of the Precinct Structure Plan, the statutory advertising and assessment process through to final approval stage, including the completion of any required modifications to reach its final approved/endorsement form.

The project also includes the preparation of associated outputs to deliver the final vision and design encompassed within the Precinct Structure Plan by the Town. These include the review and consolidation of the local planning framework as it applies to Albany Highway (i.e. LPS provisions and/or new/revised local planning policies) as well as public realm design guidelines to guide the design and staged delivery of future public realm improvements to achieve the desired character and vision for Albany Highway and its public realm connections to its servicing train stations.

In accordance with SPP 7.2, as the study area is an Activity Centre, the requirements of SPP 4.2 and Schedule 2, Part 4 of the Regulations (as amended) must also be addressed. In addressing these requirements the project assumes that the recently released Draft SPP 4.2 and Draft SPP 4.2 Implementation Guidelines will be adopted and gazetted in a manner substantially consistent with the draft documents publicly available at the time of release of this tender.

The Precinct Structure Planning process will be heavily driven by community visioning and engagement activities and the successful Contractor will be required to

have a team capable of delivering a robust community engagement approach throughout all stages of the project.

Tenderers are invited to propose a methodology which seeks to maximise efficiencies, demonstrate value for money and reduce the risk of significant or major unforeseen changes. This is expected to involve planned and regular engagement with DPLH officers and project control group members from project outset and throughout all stages of the project.

#### 2.4.2 Study Area and Precinct Boundary Definition

The study area for the project includes the full length of the Albany Highway activity corridor running through the Town of Victoria Park, which is proposed for designation as a Secondary Centre under SPP 4.2 by the Town's Draft LPS (refer to map below). This has largely determined the external boundaries of the Precinct Structure Plan area, however the spatial area covered by the plan must also include the existing public realm connections between the train stations and core commercial nodes (town centres) along Albany Highway, namely the:

- Duncan Street connection between the Victoria Park Town Centre and the Victoria Park Train Station;
- Mint Street connection between the East Victoria Park Town Centre and the Carlisle Train Station (acknowledging the already completed work undertaken as part of the Archer Street and Mint Street - Streetscape Improvement Plan); and
- Oats Street connection between the St James Town Centre and Oats Street Train Station.

Initial scoping of the project anticipates the preparation of up to three (3) Precinct Structure Plans, or a single Precinct Structure Plan (with sub-precincts). The purpose of this approach is to recognise the existing core commercial nodes of Victoria Park, East Victoria Park and St James as well as the Town's place-based approach. This is encapsulated within the Town's adopted Place Plans for these centres and their surrounding neighbourhoods, which seeks to recognise and build upon their unique local characters and identities.

Notwithstanding, it is understood that boundary definition is an iterative process and may conclude that a single (rather than three individual Precinct Structure Plans) are appropriate, provided the conservation and celebration of local character and identity remains a critical component, as informed by the community engagement to be undertaken for the project, as well as prior community and Town-led strategic projects, in particular the Streets Ahead Action Plan.

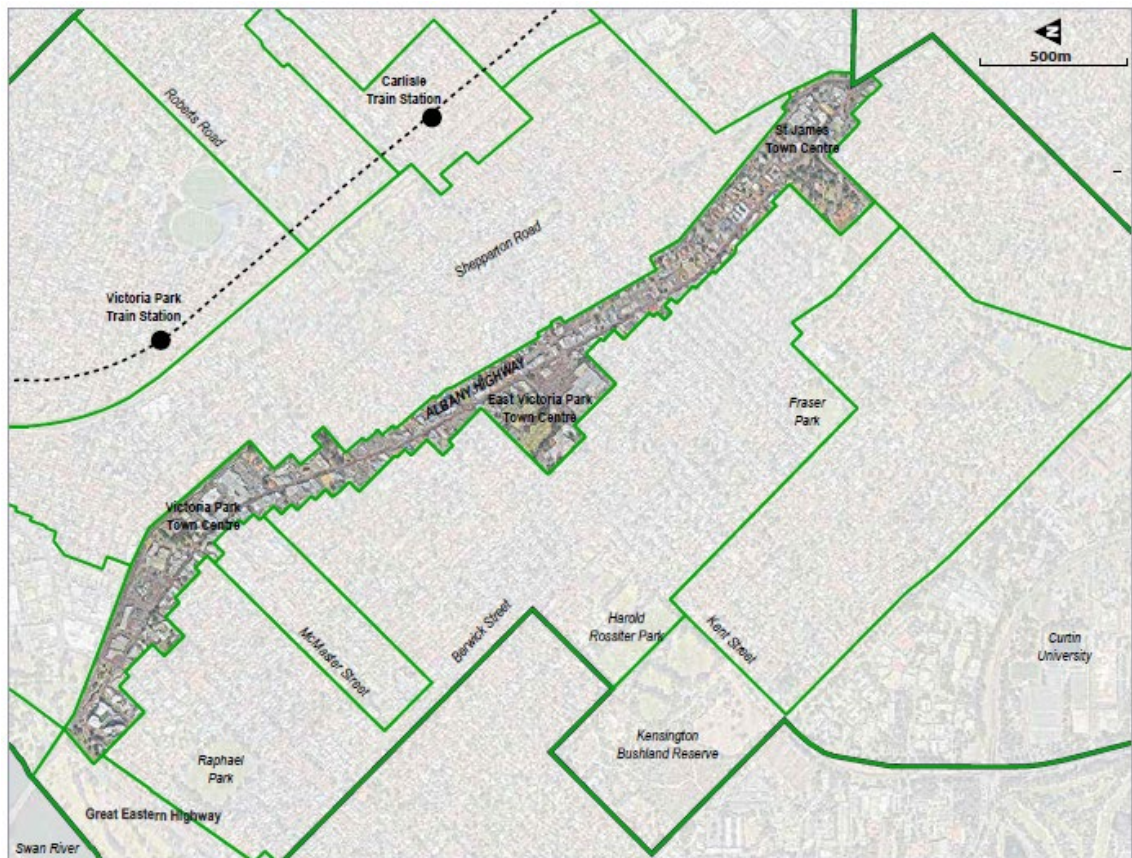


Figure 17 – Albany Highway LPS Precinct

### 2.4.3 Staging and Project Delivery Requirements

The project is proposed to be delivered in three stages, as follows:

- Stage 1 – Context Analysis and Precinct Visioning
- Stage 2 – Draft Precinct Structure Plan Preparation
- Stage 3 – Endorsement of Precinct Structure Plan and Associated Outputs

Progression to Stages 2 and 3 is subject to Council Adoption of the prior stage's outputs and Council Approval to proceed to the following stage of the project. The proposed outline and scope of each stage is detailed in the tables below:



<b>Stage 1 – Context Analysis and Precinct Visioning</b>	
<b>Purpose</b>	<p><b>Context Analysis and Precinct(s) Boundary Definition (1A)</b></p> <p>The purpose of this component is to undertake a Context Analysis for the precinct(s), which will be used to provide the justification behind key decisions during subsequent stages. It will also inform determination of the boundary of the precinct (to be based primarily on the Draft LPS) and be drawn on during the community engagement process to facilitate understanding of relevant strategic and local context to allow community and other stakeholders to identify concerns, risks, opportunities, options and potential solutions that surround particular issues or plans.</p> <p><b>Precinct Visioning (1B)</b></p> <p>Concurrently, this stage will establish an agreed vision for the precinct and/or the significant sub-precincts that comprise the whole of the study area, along with underpinning principles to support the vision(s). Development of the precinct structure plan concepts and final Precinct Structure Plan in Stages 2 and 3 will be framed by the agreed vision(s) and underpinning principles. They must be specific to the precinct(s) being designed and have a strong linkage to place as expressed in the Context Analysis, community engagement and strategic objectives contained in the informing projects and strategies listed under section 1.1. The visioning process will include identification and exploration of 'Must/Should/Could/Won't Haves' for the precinct(s) during the community engagement process for this stage.</p>
<b>Minimum Requirements</b> (these are the minimum requirements that need to be achieved in the stage and additional items will be considered as part of the Tenderer's submission under Demonstrated Understanding)	<ul style="list-style-type: none"> <li>• Context Analysis Report fulfilling the requirements of the SPP 7.2 Precinct Design Guidelines, as relevant to the Precinct, addressing the Physical Context, Community Context, and Governance Context (refer Appendix A1 of the SPP 7.2 Precinct Design Guidelines).                         <ul style="list-style-type: none"> <li>○ This analysis will include a Place Assessment component involving detailed mapping and analysis of current land use, built form, character and landscaping, with provision made for digital three dimensional modelling (subject to detailed costing negotiation with the Town).</li> </ul> </li> <li>• Precinct Boundary Definition Plan(s) that has been informed by the Vision(s) and Principles developed during community engagement during this stage and refined during the course of the Context Analysis, and its conversion to (and testing of) Key Influences. The Plan(s) and/or supporting content within the Context Analysis Report will clearly demonstrate the way in which the boundaries of the Precinct have been defined and the reasons why the proposed boundaries are suitable (refer Appendix A2 of the SPP 7.2 Precinct Design Guidelines).</li> <li>• Preparation of a Stage 1 Engagement Strategy for the approval of the Town's project team, demonstrating the approach and methodology for delivering the Engagement</li> </ul>

	<p>Approach activities and outcomes (refer to Engagement Approach). The strategy will be prepared at the outset of this stage and allow for contingency to adapt and change over time depending on the nature and complexity of issues that arise.</p> <ul style="list-style-type: none"> <li>• Delivery of the Stage 1 Engagement Approach activities and outcomes, including:             <ul style="list-style-type: none"> <li>○ Stakeholder Meetings (refer to Engagement Approach);</li> <li>○ Broad Town Engagement (refer to Engagement Approach);</li> <li>○ Establishment of the Vision(s) and Supporting Principles for the Precinct(s)</li> <li>○ Establishment of the ‘Must/Should/Could/Won’t Haves’ for the Precinct, with a focus on future, long term outcomes;</li> <li>○ Preparation of Workshop Materials;</li> <li>○ Operation of workshops and stakeholder meetings;</li> <li>○ Formation of one or more Community Reference Groups for Stage 2 (Town to undertake EOI and provide full list for consultant to select based on a demographic profile);</li> <li>○ Preparation of engagement outcomes summary documents (maximum 3 pages) for the Town to upload to Your Thoughts on a regular basis. These will provide continuous progress updates and a record of prior engagement activity outcomes throughout the project stage (the timing/milestone points for the engagement summaries are to be outlined within the Stage 1 Engagement Strategy).</li> </ul> </li> <li>• Stage 1 Engagement Summary and Precinct Visioning Report, that:             <ul style="list-style-type: none"> <li>○ Provides a summary of the Stage 1 engagement approach/methodology and the outcomes/findings of all engagement activities;</li> <li>○ Outlines the iterative manner in which the Context Analysis, Precinct boundaries and Vision/Principles have been informed and developed in conjunction with the engagement activities and their outcomes;</li> <li>○ Sets out the agreed Vision(s) and Supporting Principles for the Precinct to be the subject of the Precinct Structure Plan(s) to be developed as part of Stages 2 and 3 of this project; and</li> <li>○ Includes an abridged version of the report (highlight/summary report).</li> </ul> </li> </ul>
<p><b>Engagement Approach</b></p>	<p>The engagement approach for all stages of the project will ensure the minimum standards and statutory requirements outlined within the Regulations are met or exceeded, and for these to be supplemented with use of appropriate methods and techniques from the International Association of Public Participation (IAP2) guide that are relevant to the complexity</p>

	<p>and scale of the Precinct(s). Tenderers are invited to propose an engagement methodology and schedule of activities they believe will address the above and intent of the SPP 7.2 Design Guidelines.</p> <p>It is anticipated that this may include:</p> <ul style="list-style-type: none"> <li>• Key stakeholder meetings;</li> <li>• A series of community stakeholder workshops conducted across Town facilities corresponding to particular town centres or sub-precincts.</li> <li>• Broad community online engagement (with consultant to recommend appropriate tools as part of methodology)</li> <li>• Listening posts; <ul style="list-style-type: none"> <li>• Victoria Park Central Shopping Centre</li> <li>• Leisurelife (at café);</li> <li>• Library; and</li> <li>• Hawaiian shopping centre, East Victoria Park</li> </ul> </li> </ul> <p>There may also be opportunities to integrate one or more Stage 1 engagement activities with those being conducted as part of the review of the Town's Strategic Community Plan in early to mid-2021. The successful contractor will engage early with the Town to refine the engagement approach to identify such opportunities.</p>
<b>Town to Provide</b>	<ul style="list-style-type: none"> <li>• Informing Town Plans, Strategies, Reports required to be captured as part of the Context Analysis;</li> <li>• List and contact details for recommended Stakeholders;</li> <li>• Use of Your Thoughts engagement software (Town to manage software content upload and extraction of data);</li> <li>• Use of Town Communication Channels (Town to manage software content upload and extraction of data);</li> <li>• Assistance in provision of information for the design and preparation of engagement materials</li> <li>• Design and preparation of graphics and communications materials delivered through Town channels (with input from consultant)</li> <li>• Assistance with operation of engagement activities (contractor responsible to facilitate/coordinate);</li> <li>• List of community members who responded to the Community Reference Group EOI;</li> <li>• Outline of proposed demographic profiles required for Community Reference Group.</li> </ul>
<b>Output/s</b>	<ul style="list-style-type: none"> <li>• Context Analysis and Precinct Boundary Definition Report</li> <li>• Precinct Boundary Definition Plan(s)</li> <li>• Engagement progress and outcome summary documents</li> <li>• Stage 1 Engagement Summary and Precinct Visioning</li> </ul>

	Report (including highlight/summary report)
<b>Tender Submission Price Guide</b>	<p>Provide a lump sum price for the full scope of Stage 1. This price is not subject to Council Adoption of a previous stage.</p> <p>Provide an agreed set of hourly rates for variations or additional work that may be requested as part of this Project stage, which will form part of this tender.</p>

<b>Stage 2 – Draft Precinct Structure Plan Preparation</b>	
<b>Purpose</b>	<p>This stage will build upon the outputs from Stage 1 and seek to articulate the agreed Vision(s) and Supporting Principles for the Precinct(s) through the development of options/design concepts for the Precinct, including the upgrade/treatment of Albany Highway and the public realm connections between the Precinct and its servicing train stations.</p> <p>These will be developed and tested through robust community engagement and be accompanied by concept level financial/feasibility analysis (high level order of magnitude costs) and visualisations, and will conclude with selection of a preferred option and preparation of a Draft Precinct Structure Plan(s) for the Precinct.</p> <p>The options/design concepts will be developed as part of a tailored, performance-based precinct design process, addressing (and being tested against) the following Design Elements from the SPP 7.2 Precinct Design Guidelines:</p> <ul style="list-style-type: none"> <li>○ Urban Ecology</li> <li>○ Urban Structure</li> <li>○ Public Realm</li> <li>○ Movement</li> <li>○ Land Use</li> <li>○ Built Form</li> </ul> <p>A major focus in the testing of the options will be based around comparison of land use/built form scenarios, their differing infrastructure servicing requirements (including car parking and high level traffic modelling), urban design outcomes and microclimate impacts (overshadowing, solar access, wind impact, etc.)</p> <p>The work completed in addressing the Design Elements will be further developed and expanded upon in the Draft Precinct Structure Plan documents prepared for the preferred option/design concept.</p> <p>Preparation of the Draft Precinct Structure Plan for the chosen option/design concept will include more detailed financial analysis, spatial analysis, land use planning and various other technical investigations as required to address the requirements of both SPP 7.2 and SPP 4.2.</p>

	<p>Tenderer's submissions should attempt to demonstrate value for money and efficiency in the preparation and assembly of the relevant technical investigations and outputs required for the Draft Precinct Structure Plan documents, building on the analysis and outputs of Stage 1, as well as the strategic planning and technical analyses conducted in relation to the Town's Draft LPS, Activities Centre Strategy, Place Plans, Macmillan Precinct Masterplan and other informing strategies, plans and projects.</p> <p>Robust community engagement and Design Review will play a critical role during concept development and preparation of the Draft Precinct Structure Plan for the recommended option/design concept.</p>
<p><b>Minimum Requirements</b> (these are the minimum requirements that need to be achieved in the stage and additional items will be considered as part of the Tenderers submission under Demonstrated Understanding)</p>	<ul style="list-style-type: none"> <li>• At least two (or more) design options derived from the Stage 1 outputs;</li> <li>• Two and three-dimensional dimensional digital visualisations of the recommended options (with ability to manipulate/explore the digital modelling and display/print views as desired);</li> <li>• Preparation of the Concept Report, including Concept-level Feasibility Analysis (high level order of magnitude costs) for each option;</li> <li>• Presentations of precinct design options to Town of Victoria Park Design Review Panel (refer to Engagement Approach)</li> <li>• Presentation of precinct design options to Elected Members Concept Forum (including recommended option);</li> <li>• Preparation of workshop materials;</li> <li>• Operation of workshops and meetings;</li> <li>• Engagement of Sub-consultants as and when required.</li> <li>• Delivery of the Stage 2 Engagement Approach activities and outcomes, including:             <ul style="list-style-type: none"> <li>○ Stakeholder Meetings (refer to Engagement Approach);</li> <li>○ Broad Town Engagement (refer to Engagement Approach);</li> <li>○ Preparation of Workshop Materials;</li> <li>○ Operation of workshops and stakeholder meetings;</li> </ul> </li> <li>• Stage 2 Engagement Summary Report, that:             <ul style="list-style-type: none"> <li>○ Provides a summary of the Stage 2 engagement approach/methodology and the outcomes/findings of all engagement activities;</li> <li>○ Outlines the manner in which the engagement outcomes have contributed to development of the concept design options and selection of the recommended option as part of the Draft Precinct Structure Plan;</li> </ul> </li> <li>○ Includes an abridged version of the report</li> </ul>

	<p>(highlight/summary report).</p> <ul style="list-style-type: none"> <li>Preparation of Draft Precinct Structure Plan Report documents addressing the relevant requirements of SPP 7.2, SPP 4.2 and the Regulations.</li> </ul>
<b>Engagement Approach</b>	<p>The engagement approach for all stages of the project will ensure the minimum standards and statutory requirements outlined within the Regulations are met or exceeded, and for these to be supplemented with use of appropriate methods and techniques from the International Association of Public Participation (IAP2) guide that are relevant to the complexity and scale of the Precinct(s). Tenderers are invited to propose an engagement methodology and schedule of activities they believe will address the above and intent of the SPP 7.2 Design Guidelines.</p> <p>It is anticipated that this may include:</p> <ul style="list-style-type: none"> <li>Three workshops held with the Community Reference Group(s)</li> <li>Two workshops held with Internal Town Staff</li> <li>Broad community online engagement (with consultant to recommend appropriate tools as part of methodology)</li> <li>Listening posts; <ul style="list-style-type: none"> <li>Victoria Park Central Shopping Centre</li> <li>Leisurelife (at café);</li> <li>Library; and</li> <li>Hawaiian shopping centre</li> </ul> </li> <li>Review at a minimum of three Design Review Panel Meetings – initial concept development stage; refinement/review of options following community engagement outcomes; and selection of the recommended option for the Draft Precinct Structure Plan(s).</li> </ul>
<b>Town to Provide</b>	<ul style="list-style-type: none"> <li>Use of Your Thoughts engagement software (Town to manage software content upload and extraction of data);</li> <li>Use of Town Communication Channels (Town to manage software content upload and extraction of data);</li> <li>Assistance in provision of information for the design and preparation of engagement materials;</li> <li>Design and preparation of graphics and communications materials delivered through Town channels (with input from consultant);</li> <li>Assistance with operation of engagement activities (contractor responsible to facilitate/coordinate).</li> </ul>
<b>Output/s</b>	<ul style="list-style-type: none"> <li>Precinct Structure Planning Concept Report (minimum of two concept options/precinct development scenarios for the study area, high level feasibility analysis/magnitude of order of costs, comparison of key land use, built form, car parking and other development controls for each option, comparison of public realm connection upgrades/design</li> </ul>

	<p>approaches)</p> <ul style="list-style-type: none"> <li>• Stage 2 Engagement Findings and Summary Report, (including highlight/summary report)</li> <li>• Penultimate Draft Precinct Structure Plan and Draft Precinct Structure Plan Report addressing the relevant requirements of SPP 7.2, SPP 4.2 and the Regulations, for the Council endorsed Precinct option/design concept. This will be in a form acceptable for progression to statutory advertising and assessment by DPLH and WAPC during Stage 3.</li> </ul>
<p><b>Tender Submission Price Guide</b></p>	<p>Progression is subject to Council Adoption of the Stage 1 outputs and Approval to proceed to Stage 2 of the project.</p> <p>Provide an estimated (conceptual level) lump sum price for the full scope of Stage 2. This will be refined and negotiated with the Town prior to Council Adoption of the Stage 1 outputs and will be subject to the Council's Approval to proceed to Stage 2 of the project.</p> <p>Provide an agreed set of hourly rates for any variations or additional work that may be requested as part of this Project stage, which will form part of this tender.</p>

<p><b>Stage 3 – Endorsement of Precinct Structure Plan and Associated Outputs</b></p>	
<p><b>Purpose</b></p>	<p>Stage 3 covers the statutory advertising and approval requirements to progress the Draft Precinct Structure Plan to its final endorsed form in accordance with the Regulations (as amended), building on the outputs of Stages 1 and 2. This stage will involve statutory advertising, submission, assessment, refinement and approval of the formal Precinct Structure Plan(s) documentation by Department of Planning, Lands and Heritage Officers and the Western Australian Planning Commission.</p> <p>During this stage, the Precinct Plan documents will also be further developed to include an implementation chapter, detailing the strategies for the realisation of the Precinct over time, including proposed staging and funding mechanisms, as well as supporting documentation to accompany submission of the Precinct Structure Plan documents to the DPLH for assessment and WAPC approval.</p> <p>Outputs associated with and/or arising from the implementation actions or recommendations of the Precinct Structure Plan will also be prepared for endorsement by the Town, including:</p> <ul style="list-style-type: none"> <li>○ Public realm design guidelines to guide the Town in its provision and staging of public realm infrastructure improvements to realise the vision, urban design, accessibility and movement outcomes for the Precinct, inclusive of its public realm connections to its three servicing train stations.</li> <li>○ Local Planning Framework Review and Recommendations Report</li> <li>○ New and/or revised Draft Local Planning Policies and/or</li> </ul>

	<p>local planning scheme amendment documents (as relevant) in a form suitable for progression (i.e. public advertising) by the Town.</p>
<p><b>Minimum Requirements</b> (these are the minimum requirements that need to be achieved in the stage and additional items will be considered as part of the Tenderers submission under Demonstrated Understanding)</p>	<ul style="list-style-type: none"> <li>• Preparation of the final detailed Precinct Structure Plan(s) outputs addressing all relevant requirements of SPP 7.2, SPP 4.2 and the Regulations.</li> <li>• Review of Public Comments during Public Comment Period;</li> <li>• Preparation of a Submission Report from the Public Comment Period</li> <li>• Preparation of Information session and promotion materials;</li> <li>• Operation of Information session and Promotion opportunities;</li> <li>• Engagement of Sub-consultants as and when required.</li> <li>• Presentation of Precinct Structure Plan(s) to Town of Victoria Park Design Review Panel (refer to Engagement Approach)</li> <li>• Presentation of Precinct Structure Plan(s) to Elected Members Concept Forum</li> <li>• Preparation, refinement and presentation of public realm design guidelines, Local Planning Framework Review and Recommendations Report and new/revised local planning policy or scheme provisions to Elected Members Concept Forum</li> <li>• Contingency for one round of modifications and addressing and responding to submissions received during the statutory advertising period. Precinct Structure Plan documents f and potential readvertising,</li> <li>• Achievement of practical project completion as demonstrated by:             <ul style="list-style-type: none"> <li>○ Final endorsement and WAPC approval of the Precinct Structure Plan;</li> <li>○ Council Approval (for the purposes of adoption and/or acceptance) of the public realm design guidelines, Local Planning Framework Review and Recommendations Report and new/revised local planning policy(ies) or scheme provisions to be progressed by the Town’s administration following completion of the project.</li> </ul> </li> <li>• Preparation of the staging and implementation measures and associated Precinct Structure Plan Outputs</li> </ul>
<p><b>Engagement Approach</b></p>	<p>The engagement approach for all stages of the project will ensure the minimum standards and statutory requirements outlined within the Regulations are met or exceeded, and for these to be supplemented with use of appropriate methods and techniques from the International Association of Public Participation (IAP2) guide that are relevant to the complexity and scale of the Precinct(s). Tenderers are invited to propose an engagement methodology and schedule of activities they believe will address the above and intent of the SPP 7.2 Design Guidelines.</p> <p>It is anticipated that this may include:</p> <ul style="list-style-type: none"> <li>• Information session with Q&amp;As</li> </ul>



	<ul style="list-style-type: none"> <li>• Submission form                         <ul style="list-style-type: none"> <li>• Online (with hard copy available upon request)</li> </ul> </li> <li>• Promotion opportunities – pop ups                         <ul style="list-style-type: none"> <li>• Victoria Park Central Shopping Centre</li> <li>• Leisurelife (at café)</li> <li>• Library</li> <li>• Hawaiian shopping centre</li> </ul> </li> <li>• Statutory advertising requirements of the Regulations (to be delivered by the Town) but factored into design of the Stage 3 Engagement Approach.</li> <li>• Final review at one Design Review Panel Meeting to consider any further changes made as a result of submissions received during the statutory advertising period.</li> </ul>
<p><b>Town to Provide</b></p>	<ul style="list-style-type: none"> <li>• Use of Your Thoughts engagement software (Town to manage software content upload and extraction of data);</li> <li>• Use of Town Communication Channels (Town to manage software content upload and extraction of data);</li> <li>• Assistance in provision of information for the design and preparation of engagement materials;</li> <li>• Design and preparation of graphics and communications materials delivered through Town channels (with input from consultant);</li> <li>• Assistance with operation of engagement activities (contractor responsible to facilitate/coordinate).</li> <li>• Lead coordination and delivery of statutory advertising requirements of the Regulations (with input from consultant)</li> </ul>
<p><b>Output/s</b></p>	<ol style="list-style-type: none"> <li>1. Final Precinct Structure Plan(s) and Precinct Structure Plan Report addressing the requirements of SPP 7.2 and SPP 4.2 (including recommended Implementation Actions/Requirements). This will include contingency to address requested changes and/or conditions imposed on approval of the Precinct Structure Plan(s) documentation by DPLH Officers or the WAPC.</li> <li>2. Accompanying Precinct Structure Plan(s) Summary Assessment Report demonstrating satisfaction of the requirements of SPP 7.2 and SPP 4.2</li> <li>3. Submissions Summary and Response Report (to accompany Precinct Structure Plan submission to DPLH/WAPC) responding to and addressing any submissions received during statutory advertising.</li> <li>4. Public realm design guidelines</li> <li>5. Local Planning Policies review and recommendations report</li> <li>6. New and/or revised draft Local Planning Policy(ies) and Local Planning Scheme provisions (as necessary) to address the local planning framework recommendations of the Precinct</li> </ol>

	Structure Plan(s).
<b>Tender Submission Price Guide</b>	<p>Progression is subject to Council Adoption of the Stage 2 outputs and Approval to proceed to Stage 3 of the project.</p> <p>Provide an estimated (conceptual level) lump sum price for the full scope of Stage 3. This will be refined and negotiated with the Town prior to Council Adoption of the Stage 2 outputs and will be subject to the Council's Approval to proceed to Stage 3 of the project.</p> <p>Provide an agreed set of hourly rates for any variations or additional work that may be requested as part of this Project stage, which will form part of this tender.</p>

## 2.5 TIMESCALES

The proposed project schedule has been outlined below to give an indication of timeframe for the purposes of this Tender. It is the responsibility of the Tenderer to review the proposed timeframe and provide a more detailed project schedule to meet their proposed submission. Tenderers can suggest alternative milestone and staging arrangements, however completion of the project (inclusive of any required adoption or endorsement processes) should attempt to achieve a project completion timeline within a maximum contract period of three years.

Step	Date
Tender Open	6 February 2021
Tender Submissions Closed	9 March 2021
Review & Evaluation Finalised	16 April 2021
Successful contractor appointed by Council resolution	18 May 2021 Ordinary Council Meeting
Stage 1 Commenced	19 May 2021
Delivery of Stage 1 Outputs (final form)	5 November 2021
Gateway approval to proceed to Stage 2 subject to Council resolution. This includes: <ul style="list-style-type: none"> <li>- Stage 1 Outputs adopted by Council; and</li> <li>- Approval being granted to proceed to Stage 2, including refined scope, pricing and scheduling for Stage 2.</li> </ul>	14 December 2021 Ordinary Council Meeting
Stage 2 Commenced	15 December 2021
Delivery of Stage 2 Outputs, including penultimate Draft Precinct Structure Plan(s) in form ready for progression to statutory advertising and DPLH/WAPC approvals processes during Stage 3	30 April 2022
Gateway approval to proceed to Stage 3 subject to	15 June Ordinary

<p>Council resolution. This includes:</p> <ul style="list-style-type: none"> <li>- Stage 2 Outputs adopted by Council;</li> <li>- Council granting consent to formally advertise the Draft Precinct Structure Plan(s) (as part of Stage 3); and</li> <li>- Approval being granted to proceed to Stage 3, including refined scope, pricing and scheduling for Stage 3</li> </ul>	Council Meeting
Stage 3 Commenced	16 June 2022
<p>Delivery of final Draft Precinct Structure Plan(s) documentation subject to assessment and approval by the WAPC, following completion of statutory advertising (Stage 3 Outputs 1-3)</p> <p>Note: Major modifications and readvertising may be necessary to address submissions received during statutory advertising, resulting in this deadline being delayed.</p>	31 August 2022
Council endorsement for final Draft Precinct Structure Plan(s) documentation (Stage 3 Outputs 1-3) to be forwarded to the WAPC for final approval.	18 October 2022 Ordinary Council Meeting
Delivery of Stage 3 Outputs not subject to final approval by WAPC (final form)	26 May 2023
Stage 3 Outputs Adopted by Council (following conclusion of assessment and approval by WAPC and addressing any required amendments or conditions imposed as part of the approval process).	18 July 2023

## Notes:

1. The above dates are indicative and based on anticipated timeframes to complete each stage of the project, being approximately 6 months duration for Stage 1, and 9 months each for Stages 2 and 3, with additional time allotted for Council reporting deadlines. Project scheduling should seek to have the outputs (in their final form) delivered approximately 6 weeks prior to any adoption/approval milestone requiring a resolution at an Ordinary Council Meeting.
2. Detailed scheduling for each subsequent stage should be undertaken in consultation with the Town prior to or at conclusion of the stage prior to confirm Council reporting deadlines and compulsory milestones/approval stages that may be subject to change pending project outcomes and progress made to date.
3. By the commencement of Stage 2 it is expected that the Town's Draft Local Planning Strategy and the MacMillan Precinct Masterplan will have been adopted/approved and that Draft SPP 4.2 and the Draft SPP 4.2 Implementation Guidelines have been formally gazetted and are operational.

### 3 GENERAL AND SPECIAL CONDITIONS OF CONTRACT

#### 3.1 GENERAL CONDITIONS OF CONTRACT

The Contract shall incorporate the General Conditions of Contract for Consultants.

##### 3.1.1 Record Keeping

The Principal is subject to the provisions of the State Records Act 2000 (WA) ("SRA"). To the extent that the Contractor has possession, custody or control of any records created in the performance of functions undertaken for or on behalf of the Principal by or under this Contract, the following provisions will apply to such Records:

- i) The term "records" has the same meaning as in the SRA.
- ii) The Contractor will comply with the SRA and its Principles and Standards and any principles or standards developed by the Principal in accordance with the SRA in relation to such Records.
- iii) All such Records will remain the property of the Principal.
- iv) The disposal of any such Records will be in accordance with the Principal's recordkeeping plan ("RKP").
- v) The Contractor will give the Principal unlimited access, on reasonable notice, to all such Records.
- vi) On expiry or earlier termination of this Contract, the Contractor will (at the Principal's option) either return all such Records to the Principal in accordance with Principal's directions, or destroy them in accordance with Principal's RKP and the General Disposal Authority for Local Governments WA. In either case, the return or destruction of such Records will be at Principal's expense.

##### 3.1.2 Parking

All costs to the Contractor for parking to perform their duties are to be borne by the Contractor, no parking permits or exemptions will be issued. You will need to park according to prevailing parking schemes and pay required fees if you choose to park in a fee paying parking station.

#### 3.2 PERIOD OF CONTRACT AND TERMINATION

The Contract will be in force for the period of two (2) years. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

#### 3.3 DEFINITIONS AND INTERPRETATION

##### 3.3.1 Definitions

In this Contract, except where the context otherwise requires:

<b>Approvals</b>	means certificates, licences, consents, permits, approvals and requirements made or authorised by a Commonwealth, State, Territory or local government, or by a Legislative Requirement;
<b>Business Day</b>	means calendar day but excludes public holidays as defined by the governing law of this Contract and weekends;
<b>Client</b>	means the person identified in Item 1;
<b>Client Information</b>	means all information supplied to the Consultant in a Document for the purposes of this Contract;

<b>Consultant</b>	means the person identified in Item 2;
<b>Contract</b>	means the agreement recorded in the Contract Documents;
<b>Contract Documents</b>	means the Documents listed in Item 3;
<b>Deliverables</b>	means those Documents and things required under this Contract to be handed over to the Client by the Consultant;
<b>Direction</b>	means any agreement, approval, assessment, authorisation, decision, determination, explanation, instruction, order, permission, rejection, request or requirement given or made by the Client;
<b>Documents</b>	includes information stored by electronic and other means;
<b>Fee</b>	means the money payable under this Contract for the performance of the Services as adjusted in accordance with this Contract (excluding disbursements) and includes any amount payable stated in Item 20;
<b>Force Majeure</b>	<p>means an event or circumstance which:</p> <ul style="list-style-type: none"> <li>a) is beyond the reasonable control of either party;</li> <li>b) is not caused by either party;</li> <li>c) can occur with or without human intervention; and</li> <li>d) was not reasonably foreseeable by the parties at the time of entering into this Contract,</li> </ul> <p>the consequences of which could not have been reasonably prevented by the party affected;</p>
<b>GST</b>	means the tax payable on a taxable supply under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation;
<b>Intellectual Property Right</b>	means any statutory and other proprietary right in respect of inventions, innovations, patents, utility models, designs, circuit layouts, mask rights, copyright (including future copyright), confidential information, trade secrets, know-how, trademarks and any other right in respect of intellectual property;
<b>Insolvency Event</b>	means any of the events set out in clause 3.33;
<b>Item</b>	means an Item in Annexure Part A;
<b>Legislative Requirements</b>	means legislation and subordinate legislation of the Commonwealth of Australia or the State or Territory applicable to the Services, and any instruments made under such legislation or subordinate legislation;
<b>Moral Right</b>	means the rights defined as 'Moral Rights' in the Copyright Act 1968 (Cth);
<b>Scope</b>	is described in Item 4 (as varied from time to time in accordance with this Contract);
<b>Services</b>	means the Services described in or reasonably inferred from the Scope, including the supply of the Deliverables;
<b>Variation</b>	means a change to the Services whether or not it is a change to the Scope.

**3.3.2 Interpretation**

In this Contract, except where the context otherwise requires,

- a) 'person' includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- b) 'includes' is not a word of limitation;
- c) a reference to Legislative Requirements includes all amendments, re-enactments and replacements to Legislative Requirements;
- d) if a word is defined, another part of speech or grammatical form of that word has a corresponding meaning; and
- e) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context.

**3.3.3 Contra Proferentem**

In the interpretation of this Contract, no rule of construction applies to the disadvantage of one party on the basis that the party put forward or drafted this Contract or any provision in it.

**3.3.4 Joint and Several**

To the extent permitted by law, if either party consists of one or more persons, this Contract binds such persons and their respective executors, administrators, successors and permitted assigns jointly and severally and this Contract must be read and construed accordingly.

**3.3.5 Headings and Guidance Notes**

Are provided for information or convenience and do not form part of this Contract.

**3.4 CONSULTANT TO PERFORM SERVICES**

The Consultant must perform the Services in accordance with this Contract.

**3.5 CLIENT TO PAY**

The Client must pay the Consultant in accordance with this Contract.

**3.6 STANDARD OF CARE**

The Consultant must perform the Services to the standard of skill, care and diligence expected of a skilled and competent professional practising in the particular fields relevant to the Services, or such higher standard as the Consultant has represented in writing to the Client in relation to this Contract.

**3.7 SCOPE**

**3.7.1** The Consultant, exercising skill, care and diligence to the standard of care required in clause 4, has examined the Scope and agrees that the Services will be suitable, appropriate and adequate for the purpose stated in Item 5, except to the extent that, prior to commencement of work on the Deliverables:

- a) the Consultant notified the Client in writing of any ambiguity, error, omission, discrepancy, insufficiency or inconsistency in the Scope which would prevent the Services from being suitable, appropriate and adequate for the purpose stated in Item 5, and its proposed solution; and
- b) the Client has not amended the Scope to the extent necessary, if at all, to address the concern notified under clause 3.7.1 a).

- 3.7.2** After commencement of work on the Deliverables, the Consultant must promptly notify the Client if and to the extent the Consultant becomes aware that any Client Information contains an ambiguity, error, omission, discrepancy, insufficiency or inconsistency or is otherwise insufficient to enable the Consultant to perform the Services.
- 3.7.3** If the Consultant gives notice under clause 3.7.2, the Client must either:
- a) direct an appropriate amendment to the Scope; or
  - b) direct the Consultant to proceed notwithstanding its advice.
- 3.7.4** The Consultant is entitled to an adjustment to the Fee and/or time for performing the Services in relation to a Direction under clause 3.7.3:
- a) where the Consultant has given notice under clause 3.7.2; and
  - b) it was not reasonably practicable for the Consultant to identify any ambiguity, error, omission, discrepancy, insufficiency or inconsistency necessitating amendment to the Scope prior to commencement of work on the Deliverables.
- 3.8 CLIENT'S REPRESENTATIVE AND CONSULTANT'S REPRESENTATIVE**
- 3.8.1** The Client appoints the person named in Item 6 to act as the Client's representative to exercise the Client's functions under this Contract.
- 3.8.2** The Consultant appoints the person named in Item 7 to act as the Consultant's representative to exercise the Consultant's functions under this Contract.
- 3.8.3** Either party may terminate the appointment of its representative by notice in writing to the other party. The notice must identify and provide contact details for the party's new representative.
- 3.8.4** Unless the Client objects to the Consultant's proposed representative on reasonable grounds in writing, within 3 Business Days, or as otherwise agreed in writing, the termination and new appointment will take effect 4 Business Days after service of the notice.
- 3.9 INFORMATION**
- The Client must promptly provide the Consultant with Client Information sufficient to enable the Consultant to perform the Services.
- 3.10 DIRECTIONS**
- 3.10.1** The Client may give Directions to the Consultant at any time.
- 3.10.2** A Direction may be given orally by the Client except where this Contract otherwise provides.
- 3.10.3** The Client must give the Consultant Directions necessary for the performance of the Services in a timely manner.
- 3.10.4** The Consultant must comply with all Directions given under this Contract.
- 3.10.5** If the Consultant in writing requests the Client to confirm an oral Direction, the Consultant is not bound to comply with the Direction until the Client confirms it in writing.
- 3.11 VARIATIONS**
- 3.11.1** The Client may direct the Consultant to perform a Variation. All such Directions must be in writing and specify that they direct a Variation.

- 3.11.2** If the Consultant considers any Direction requires a Variation but the Direction is not in writing or does not specify that it directs a Variation, then the Consultant must promptly notify the Client in writing setting out why the Consultant considers the Direction requires a Variation. In that case the Consultant must not comply with the Direction unless the Consultant receives a written:
- a) Direction specifying a Variation; or
  - b) notice that the Client disagrees, stating its reasons.
- 3.11.3** If a notice is issued under clause 3.11.2b), the Consultant must comply with the Direction but may, within 20 Business Days, dispute the Client's notice under clause 3.11.2b) by notice given under clause 3.34.
- 3.11.4** The Fee must be adjusted for each Variation. Unless the amount of the adjustment is agreed, the adjustment must be calculated by the Client on the basis of applicable rates or fees in this Contract or, if none, then reasonable rates or fees.
- 3.11.5** The Consultant is not obliged to perform a Variation that is outside the general Scope of the Services.
- 3.12 PAYMENT**
- 3.12.1** The basis for payment to the Consultant is stated in Item 8.
- 3.12.2** The Consultant is only entitled to payment for disbursements set out in Item 9, and any other disbursement if approved in writing by the Client (such approval not to be unreasonably withheld or delayed) prior to the disbursement being incurred.
- 3.12.3** The Consultant must claim payment in writing at the times stated in Item 10, or if no times are stated, by the last Business Day of each month. If no time is stated, only one payment claim may be made each month.
- 3.12.4** The payment claim must:
- a) in respect of the Services:
    - i) identify the Services to which the payment claim relates;
    - ii) separately identify each Variation;
    - iii) separately identify any other claim for payment under this Contract including a payment stated in Item 20; and
    - iv) set out the amount of the Fee claimed, and how that amount was determined;
  - b) in respect of disbursements:
    - i) identify each disbursement claimed;
    - ii) state the amount of the disbursement claimed;
    - iii) be accompanied by relevant invoices and receipts for payment;
- and
- c) be in the form of a valid tax invoice.
- 3.12.5** The Client must either:
- a) pay the whole amount claimed in the payment claim; or
  - b) within 10 Business Days of service of a payment claim issue a statement stating the lesser amount the Client proposes to pay together with the reasons.
- 3.12.6** The Client must pay the amount specified in clause 3.12.5a) or 3.12.5b) within the period specified in Item 11 or, if no period is specified, within 30 calendar days after service of the payment claim under clause 3.12.3.



- 3.12.7** Payment by the Client is on account and is not evidence of the value of work completed, an admission of liability, nor evidence that the Services have been executed satisfactorily.
- 3.12.8** If the Client fails to make the payment that is due and payable in accordance with clause 3.12.6, the Consultant may notify the Client in writing that it will suspend performance of the Services, after expiry of at least 5 Business Days written notice to the Client. Unless the payment has been made, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Client has made the payment.
- 3.12.9** If the Client fails to make the payment that is due and payable in accordance with clause 3.12.6, the Consultant may notify the Client in writing that interest
- 3.12.10** is payable on any overdue payments at the rate stated in Item 12 from the date of the notice. If so, the Consultant must promptly issue an amended tax invoice and the Fee must be adjusted to include the amount of interest paid.
- 3.12.11** Nothing in this clause 3.12 limits the Consultant's rights under clause 3.29.
- 3.13 GST**  
If the *Fee* is stated to be *GST* exclusive, the *Client* must pay the *Fee* plus the applicable *GST*.
- 3.14 TIME**
- 3.14.1** Subject to clause 3.14.2, the *Consultant* must complete the *Services* by the time stated in *Item 13*.
- 3.14.2** The *Client* must grant the *Consultant* a reasonable extension of time for any delay to completion of the *Services* caused by:
- an act or omission of the Client or its officers, employees, agents or other consultants or contractors (including a *Variation* directed by the Client);
  - a *Force Majeure*;
  - any event or circumstance set out in *Item 14*; or
  - any event or circumstance for which another provision of this *Contract* provides that the *Consultant* may be entitled to an extension of time,
- provided that the *Consultant* notifies the *Client* of the delay and its cause promptly after the *Consultant* becomes aware of the delay or its cause, and provides reasonable evidence of the cause and duration of the delay.
- 3.14.3** The *Client* must pay the *Consultant's* reasonable costs of and incidental to delay (valued as a *Variation*) caused by any of the following events for which an extension of time has been granted under clause 3.14.2:
- any breach of this *Contract* or negligent or unlawful act or omission of the *Client* or its officers, employees, agents or other consultants or contractors;
  - a *Variation* directed by the *Client*;
  - any event or circumstance set out in *Item 14*; or
  - any event or circumstance that occurs for which another provision of this *Contract* provides that the *Consultant* may be entitled to an extension of time with costs.
- 3.15 LAW AND APPROVALS**
- 3.15.1** The *Consultant* must comply with all *Legislative Requirements* and *Approvals* in carrying out the *Services*.
- 3.15.2** The *Consultant* must obtain the *Approvals*, if any, stated in *Item 15*.

**3.15.3** If a new *Legislative Requirement* or Approval, or a change in a *Legislative Requirement* or Approval:

- a) occurs after agreement of the *Fee*;
- b) causes the *Consultant* to incur more or less cost or time than otherwise would have been incurred or expended; and
- c) could not have been reasonably anticipated by the *Consultant* exercising the standard of care in clause 3.6 as at the date the *Fee* was submitted to the *Client* (or, if the *Fee* was amended after it was submitted, the date of that amendment) prior to the 15th *Business Day* before agreement of the *Fee*,

then the difference in cost will be valued as a *Variation* and an extension of time may be granted in accordance with clause 3.12.

### **3.16 CONSULTATION AND MEETINGS**

The *Consultant* must consult regularly with the *Client* and attend meetings and briefings reasonably required by the *Client* in connection with the *Services*.

### **3.17 REVIEW AND ACCEPTANCE**

**3.17.1** The *Consultant* must allow the *Client* to review and discuss the *Documents* and *Deliverables* (whether complete or in progress) produced by the *Consultant* in performing the *Services*.

**3.17.2** The *Consultant* remains responsible for the *Services* despite any review or acceptance of any of the *Services* by the *Client*.

### **3.18 ADVERSE EVENT**

Each party must, as soon as practicable after becoming aware of any matter or circumstance (including any change in *Legislative Requirement* or Approval) which may adversely affect or has adversely affected the performance of the *Services*, notify the other party. The notice must include reasonable detail describing the matter or circumstances and its anticipated effect on the *Services*.

### **3.19 COOPERATION WITH OTHERS**

The *Consultant* must use reasonable endeavours to liaise, cooperate and confer with contractors and other consultants of the *Client* in order to coordinate its *Services* with the services of those contractors and consultants to produce the *Deliverables*.

### **3.20 KEY PERSONNEL**

The *Consultant* must provide the key personnel (if any) stated in Item 16 to perform the *Services* stated in Item 16. If any key person is not available due to circumstances beyond the reasonable control of the *Consultant*, the *Consultant* must promptly notify the *Client* and arrange a replacement approved by the *Client* (such approval not to be unreasonably withheld or delayed).

### **3.21 CONFLICT OF INTEREST**

**3.21.1** A conflict of interest in connection with this *Contract* includes a conflict between a duty owed by the *Consultant* to a person and a duty owed by the *Consultant* to the *Client*.

**3.21.2** The *Consultant* represents that to the extent reasonably ascertainable at commencement of this *Contract*, after making all reasonable enquiries, no conflict of interest exists or is likely to arise except as set out in Item 17.

**3.21.3** The *Consultant* must monitor and, unless the *Client* gives prior written consent to the conflict of interest, avoid the occurrence of any conflict of interest.

**3.21.4** The *Consultant* must notify the *Client* immediately on becoming aware of a conflict of interest or a significant risk of a conflict.

**3.21.5** Where a conflict of interest arises or is likely to arise, the Client may proceed under clause 3.29.

**3.22 SUBCONTRACTING AND ASSIGNMENT**

**3.22.1** Subject to clause 3.22.2 neither party may, without the prior written approval of the other (which must not be unreasonably withheld or delayed), transfer any of its rights or obligations under this *Contract*.

**3.22.2** The *Client* may assign its rights under this *Contract* without notice to the *Consultant*.

**3.22.3** The *Consultant* must not subcontract any part of the *Services* without the prior written approval of the *Client* (which must not be unreasonably withheld or delayed). In granting the approval the *Client* may impose reasonable conditions.

**3.22.4** Subcontracting does not relieve the *Consultant* of any obligation under this *Contract*.

**3.23 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

**3.23.1** The *Client* licenses to the *Consultant* such Intellectual Property Rights in *Client Information* as are necessary to enable the *Consultant* to perform the *Services* in accordance with this *Contract*.

**3.23.2** The *Consultant* retains the Intellectual *Property Rights* created outside the terms of this *Contract* and used in performing the *Services*. Subject to clause 3.23.4, the *Consultant* grants to the *Client* a royalty-free non-exclusive irrevocable licence to use such *Intellectual Property Rights* for any purpose for which the *Services* are provided.

**3.23.3** The Alternative stated in *Item 18* applies.

**Alternative 1**

Subject to clause 3.23.4, on creation the *Consultant* grants to the *Client* an irrevocable, royalty-free licence to use, adapt, reproduce, amend, publish and sublicense on the same terms, the *Deliverables* created by the *Consultant* for any purpose for which the *Services* are provided, including any subsequent repairs, maintenance or servicing.

**Alternative 2**

Subject to clause 3.23.4, on creation all *Intellectual Property Rights* in the *Deliverables* created by or for the *Consultant* vest in the *Client*.

The *Client* grants to the *Consultant* an irrevocable, royalty-free licence to use, adapt, reproduce, amend, publish and sublicense those *Intellectual Property Rights*.

To the extent the *Intellectual Property Rights* in or relating to the *Deliverables* are not capable of being vested in the *Client* because the *Consultant* does not own the *Intellectual Property Rights*, the *Consultant* must obtain an irrevocable licence for the *Client* to use those *Intellectual Property Rights*, except for those rights stated in *Item 19*.

**3.23.4** The rights created by clause 3.23.3 are revocable by the *Consultant* if the *Client* does not pay the amount payable under this *Contract* including the amount stated in *Item 20*, within 40 *Business Days* after completion of the *Services*, termination of this *Contract* or determination of any dispute regarding the *Consultant's* entitlement to payment.

**3.23.5** The *Consultant* must not infringe any *Intellectual Property Rights* in performing the *Services*.

**3.23.6** The *Client* must not infringe any *Intellectual Property Rights* in providing *Client Information*.

**3.24 MORAL RIGHTS\***

**3.24.1** This clause applies if *Item 21* states that it applies.

**3.24.2** The *Consultant* has or must obtain a consent from each of its officers and employees and use its best endeavours to obtain such consent from its agents, sub consultants and subcontractors (and their respective employees) in connection with the *Services* in substantially the same form as the consent set out in Annexure Part C, or such other form as is acceptable to the *Client*.

**3.24.3** In relation to the *Services*:

- a) the *Consultant* must be attributed as the author of the physical product of the *Services* as stated in *Item 21* when the *Client* considers it reasonable and practicable, or as otherwise agreed in writing;
- b) the *Client* need not advise the *Consultant* of any intended alteration to or demolition of any project, building or structure related to the *Services* unless otherwise agreed in writing;
- c) the *Consultant* has the right to give consent on behalf of its employees and its consultants (if any); and
- d) where requested, the *Consultant* must provide the *Client* with copies of all relevant consents in the form of Annexure Part C, or another form as agreed, within a reasonable time.

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\* These provisions do not derogate from the rights and obligations set out in Part IX of the Copyright Act 1968 (Cth).

**3.25 CONFIDENTIALITY**

**3.25.1** The parties must treat as confidential:

- a) the information stated in *Item 22*; and
- b) all other information which of its nature is confidential or which the parties ought reasonably to know is confidential.

**3.25.2** The obligation of confidentiality does not apply to the extent:

- a) that the information is in the public domain otherwise than as a result of a breach of this *Contract*;
- b) disclosure is required by law;
- c) disclosure is necessary to procure goods or services in connection with the *Services*, provided that the recipient of the information is also subject to an obligation of confidentiality; or
- d) disclosure is agreed in writing by the parties.

**3.25.3** The *Consultant* must not publish or enable others to publish any information in connection with the *Services* without the prior written consent of the *Client* (which must not be unreasonably withheld or delayed).

**3.25.4** The *Consultant* must ensure that its officers, employees, agents, sub consultants and subcontractors comply with the *Consultant's* obligations under this clause 3.25.

**3.26 SUSPENSION BY THE CLIENT**

**3.26.1** The *Client* may suspend the performance of the *Services* at any time by notice in writing to the *Consultant*.

**3.26.2** Unless the suspension has been directed due to the *Consultant's* wrongful conduct, the *Client* must pay the *Consultant* any costs and expenses reasonably incurred by the *Consultant* as a result of the suspension.

**3.26.3** The *Consultant* must recommence the *Services* when reasonably directed to do so by the *Client*.

**3.26.4** If the suspension lasts longer than the period stated in *Item 23* the *Consultant* may terminate this *Contract*.

**3.26.5** The *Client* is not liable to the *Consultant* for any indirect or consequential loss suffered or incurred as a result of the exercise by the *Client* of its rights under this clause 3.27.

### **3.27 SUSPENSION BY THE CONSULTANT**

**3.27.1** If a risk to the health or safety to any person arises where the *Services* are being performed (other than at any premises owned or controlled by the *Consultant*), the *Consultant* may suspend the performance of the *Services* to the extent necessary to protect affected persons.

**3.27.2** The *Consultant* must give prompt notice to the *Client* of the suspension, the reason for the suspension and, if known by the *Consultant*, its likely duration.

**3.27.3** The *Consultant* must recommence the *Services* as soon as possible and give prompt notice to the *Client*.

**3.27.4** The *Consultant's* right to suspend the performance of the *Services* following the *Client's* failure to make a payment is set out in clause 3.12.8.

### **3.28 TERMINATION WITHOUT CAUSE**

**3.28.1** This *Contract* may be terminated:

- a) at any time by mutual agreement; or
- b) by the *Client* for any reason after giving reasonable written notice to the *Consultant*.

**3.28.2** If this *Contract* is terminated under clause 3.28.1, the *Client* must pay to the *Consultant*:

- a) the applicable portion of the *Fee* for the *Services* performed prior to the date of termination;
- b) all disbursements incurred by the *Consultant* prior to the date of the termination which would have been payable had this *Contract* not been terminated; and
- c) any costs and expenses reasonably incurred by the *Consultant* by reason of termination.

The *Client* is not liable to the *Consultant* under this clause 3.28 for any amount greater than the amount that the *Client* would have paid to the *Consultant* had this *Contract* been completely performed.

**3.28.3** The *Client* is not liable to the *Consultant* for any indirect or consequential loss arising out of the termination under clause 3.28.1.

**3.28.4** Upon termination and payment of the amount due to the *Consultant* under clause 3.28.2, the *Consultant* must deliver to the *Client* all *Deliverables* and all *Documents* which, on completion, would be *Deliverables*. The *Consultant* is not liable in respect of the *Documents* which it has not completed due to the termination of this *Contract*.

### **3.29 TERMINATION DUE TO DEFAULT BY EITHER PARTY**

**3.29.1** If either party commits a substantial breach of this *Contract*, the other party may give to the party who committed the breach a written notice to show cause. A notice to show cause must:

- a) state it is a notice given under this clause 3.29;
- b) specify the alleged breach with reasonable details;

- c) require the party who committed the breach to show cause in writing why the party giving the notice should not exercise a right referred to in this clause 3.29; and
- d) specify a date (which must not be less than 5 *Business Days* after the notice is served) by which the party who committed the breach must show cause.

**3.29.2** Substantial breaches include but are not limited to:

- a) suspension of work other than as permitted in clauses 3.12.8, 3.26 and 3.27;
- b) failure to proceed with due diligence and without delay;
- c) failure to provide evidence of insurance in accordance with clause 3.32.5; and
- d) failure of the *Client* to pay the *Consultant* under clause 3.12.

**3.29.3** If the recipient of a notice to show cause fails to show reasonable cause why the other party should not exercise a right under clause 3.29.3 within the time specified in the notice, the other party may, by further written notice:

- a) terminate this *Contract*; or
- b) if the breach is a failure of the *Client* to pay the *Consultant* under clause 3.12, the *Consultant* may suspend performance of the *Services* until payment is made.

**3.29.4** If the *Consultant* suspends performance of this *Contract* under clause 3.29.3b), the *Consultant* must promptly lift the suspension after the *Client* remedies the breach, unless the *Consultant* has terminated the *Contract*.

### 3.30 INDEMNITY

**3.30.1** To the extent permitted by law, the *Consultant* indemnifies the *Client* from and against all liability, losses, damages, costs and expenses (including legal expenses), due to:

- a) loss of, damage to, or destruction of any property (including the *Deliverables*); or
- b) personal injury (including psychological injury) or death,

to the extent contributed to by any breach of this *Contract* by the *Consultant* or negligent or unlawful act or omission of the *Consultant*, its officers, employees, agents, sub consultants or subcontractors in connection with this *Contract*.

**3.30.2** Clause 3.30.1 does not apply to the extent that:

- a) the liability, loss, damage, cost or expense is contributed to by any breach of this *Contract* by the *Client* or negligent or unlawful act or omission of the *Client* or its officers, employees, agents, other consultants or contractors, and/or
- b) the *Client* fails to act reasonably to mitigate the liability, loss, damage, cost or expense.

**3.30.3** Clauses 3.30.1 and 3.30.2 do not exclude any other right of the *Client* at law.

### 3.31 LIMITATION OF LIABILITY

**3.31.1** The liability of the *Consultant* to the *Client* arising under or in connection with this *Contract* including:

- a) in tort (including for negligence);
- b) under statute; or
- c) otherwise,

to the extent permitted by law, is limited in the aggregate to the amount specified in *Item 24* if any.

**3.31.2** Clause 3.31.1 does not apply to liability arising from:

- a) personal injury (including psychological injury) or death;
- b) infringement of *Intellectual Property Rights*;
- c) fraudulent, malicious or criminal conduct;
- d) wilful default;
- e) conduct with reckless disregard for the consequences;

of or by the *Consultant* or its officers, employees, agents, sub consultants and subcontractors.

### 3.32 INSURANCE

**3.32.1** Except if the *Client* has agreed to effect relevant insurance under clause 3.32.7, the *Consultant* must effect and maintain the following insurances:

- a) public liability insurance;
- b) workers' compensation insurance; and
- c) professional indemnity insurance.

**3.32.2** The public liability insurance must be for an amount not less than that set out in *Item 25* and must be maintained for the entire duration of this *Contract*.

**3.32.3** The workers' compensation insurance must be effected and maintained in accordance with the applicable Australian, State or Territory legislation.

**3.32.4** The professional indemnity insurance must be for an amount not less than that set out in *Item 26* and must be maintained for not less than the period set out in *Item 27*. The policy must include provision for one automatic reinstatement of the sum insured.

**3.32.5** Before the *Consultant* commences work and whenever requested in writing by the *Client*, the *Consultant* must provide to the *Client* a certificate of currency in respect of each insurance policy required under clause 3.32.1, showing:

- a) the insurance policy numbers;
- b) the expiry date of each policy; and
- c) the amount of insurance cover required to be held under this *Contract*.

**3.32.6** Without limiting the *Consultant's* other obligations under this *Contract*, if the *Consultant* fails to promptly provide evidence when required under clause 3.32.5, the *Client* may give the *Consultant* a written notice requiring the *Consultant* to provide the evidence required within a specified period of not less than 5 *Business Days* from when the notice is served and specifying the *Client's* intent to exercise its rights under this clause 3.32.6 if the *Consultant* does not comply. If the *Consultant* does not comply, the *Client* may effect and maintain the insurance, pay the premiums and deduct these payments from moneys due or to become due to the *Consultant* from the *Client* or otherwise treat the failure as a breach of contract.

**3.32.7** The *Client* must effect and maintain the insurances (if any) specified in *Item 28*. Each policy must name the *Consultant* as an insured. The *Client* must maintain the insurances for not less than the period set out in *Item 28*. The *Client* must provide a copy of the policies and certificates of currency to the *Consultant* before the *Consultant* is required to commence the *Services*.

### 3.33 INSOLVENCY

**3.33.1** Either party may terminate this *Contract* without notice if the other party is subject to an *Insolvency Event*. This right is in addition to any other rights under this *Contract*.

**3.33.2** Insolvency Event means:

- a) a party informs the other in writing, or creditors generally, that the party is insolvent or is financially unable to proceed with the *Contract*;
- b) execution is levied against a party by a creditor;
- c) a party is an individual person or a partnership including an individual person, and if that person:
  - i) commits an act of bankruptcy;
  - ii) has a bankruptcy petition presented against him or her or presents his or her own petition;
  - iii) is made bankrupt;
  - iv) makes a proposal for a scheme of arrangement or a composition; or
  - v) has a deed of assignment or deed of arrangement made,
  - vi) accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the *Bankruptcy Act 1966* (Cth) or like provision under the law governing the *Contract*;

or

- d) in relation to a party being a corporation:
  - i) notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
  - ii) it enters a deed of company arrangement with creditors;
  - iii) a controller or administrator is appointed;
  - iv) an application is made to a court for its winding up and not stayed within 14 days;
  - v) a winding up order is made in respect of it;
  - vi) it resolves by special resolution that it be wound up voluntarily (other than a voluntary winding up by members for the purpose of reconstruction or amalgamation); or
  - vii) a mortgagee of any of its property takes possession of that property.

**3.34 DISPUTE RESOLUTION**

**3.34.1** If a dispute between the parties arises in connection with this *Contract*, then either party may give the other party a written notice of the dispute in accordance with clause 3.35, adequately identifying and providing details of the dispute.

**3.34.2** Notwithstanding the existence of a dispute in relation to any matter other than the exercise of a right to terminate this *Contract*, the parties must continue to perform the *Contract* unless permitted to suspend performance under clauses 3.12.8, 3.26, 3.27 or 3.29.

**3.34.3** Within 10 *Business Days* after service of a notice of dispute, the parties must confer at least once to resolve the dispute or to agree on methods of doing so. Each party must be represented by a person having authority to agree to such resolution or methods of resolution. All conferences under this clause 3.34.3 must be conducted in good faith and without prejudice.

**3.34.4** If the dispute has not been resolved within 20 *Business Days* of service of the notice of dispute, either party may commence legal proceedings or, if agreed in writing by the parties, commence alternative dispute resolution proceedings.



**3.35 SERVICE OF NOTICES**

**3.35.1** Subject to clause 35.2, notices under this *Contract* must be served:

- a) by hand, mail, fax or email, at the address, fax number or email address, set out in *Item 29*, or, if notice of a change in address, fax number or email address is given, at the last such notified address, fax number or email address;
- b) by such other means as the parties agree in writing.

**3.35.2** Any *Document* given under clauses 3.26, 3.27, 3.28, 3.29, 3.33 or 3.34 must be served by hand or registered mail.

**3.35.3** A *Document* is served:

- a) by mail, 3 *Business Days* after posting;
- b) by fax, when the sender receives an error-free transmission report from the correct fax number;
- c) by email or other electronic means, when it becomes capable of being retrieved by the addressee at the relevant email or other electronic address.

**3.35.4** Any notice served after 5pm on any *Business Day* or on a weekend or a public holiday is deemed to be served on the next *Business Day*.

**3.36 SURVIVAL OF TERMINATION**

Clauses 3.12, 3.23, 3.24, 3.25, 3.27, 3.30, 3.31, 3.32, 3.34, 3.35 and 3.37 will survive the completion or earlier termination of this *Contract*.

**3.37 GOVERNING LAW**

The law governing this *Contract* and its interpretation is the law of the State or Territory stated in *Item 30* or, if the State or Territory is not stated, the law of the State or Territory where the *Services* are to be substantially performed and each party irrevocably submits to the exclusive jurisdiction of courts exercising jurisdiction in that State or Territory.

**3.38 STANDARD FORM NATURE OF CONTRACT**

Apart from completed Annexures Part A and Part C, this *Contract* is AS 4122—2010 in its original form, unless *Item 31* specifies otherwise, in which case Annexure Part B states the amendments.

## Part A

Annexure to the Australian Standard General Conditions of Contract for  
Consultants AS 4122—2010

The parties are encouraged to review AS 4121—1994, Code of ethics and procedures for the selection of consultants, prior to completing Annexure Part A.

### 3.39 PARTICULARS OF CONTRACT

*Item*

*Item 1*

(clause 3.3.1)

The *Client* is

Town of Victoria Park

of 99 Shepperton Road  
Victoria Park WA 6100

ABN 77 284 859 739

*Item 2*

(clause 3.3.1)

The *Consultant* is:

of

ABN

*Item 3*

(clause 3.3.1)

The *Contract Documents* are:

Guidance Note:  
Insert any other relevant *Documents* forming  
this *Contract*.

1. These General Conditions of Contract.
2. The *Scope*.
3. (Other):  
Nil

*Item 4*

(clause 3.3.1)

The *Scope* is described in the  
following *Documents*, or the *Scope* is:

Guidance Note:  
The *Scope* is intended to describe the *Scope* of  
the *Services* that are required to be performed  
and their relationship to the project being  
undertaken by the *Client*. Either identify the  
*Documents* that describe the *Scope* or include  
a statement of the *Scope* in this *Item*.

Refer to attached Request for Tender, which  
details *Scope* of Works.

*Item 5*

(clause 3.7.1)

The purpose(s) for which the *Services*  
will be suitable is/are:

As defined in the *Scope* of Works detailed in the  
attached Request for Tender.

*Item 6*

(clause 3.8.1)

The *Client's* representative is:

*Item 7*

(clause 3.8.2)

The *Consultant's* representative  
is:

*Item 8*

(clause 3.12.1)

Claims for payment must be made  
on the following basis:

Lump sum: \$.....

GST inclusive      Yes

<i>Item 9</i> (clause 3.12.2)	Disbursements for which the Consultant may claim payment:	Nil	
<i>Item 10</i> (clause 3.12.3)	Time to claim payment is no later than:	Nil	
<i>Item 11</i> (clause 3.12.6)	The time for payment is no later than:	Within 30 calendar days of date of Claim.  <i>Business Days</i> after receipt of a claim for payment or if nothing is stated 30 calendar days after service of a payment claim.	
<i>Item 12</i> (clause 3.12.9)	The rate of interest for overdue payment is:	Not applicable	
<i>Item 13</i> (clause 3.14.1)	Alternative 2: Under the program attached.	Alternative 2: see Tender document timescales as proposed in Part 2- 2.5	
<i>Item 14</i> (clause 3.14.3 c)	Other causes of delay for which the Consultant may notify an extension of time:	Nil	
<i>Item 15</i> (clause 3.15.2)	The <i>Approvals</i> to be obtained by the Consultant are:	If any, stated in Scope document	
<i>Item 16</i> (clause 3.20)	The key personnel are:	Name:	Role to be performed:
<i>Item 17</i> (clause 3.21.2)	Existing conflicts of interest:		
<i>Item 18</i> (clause 3.23.3)	Copyright and other <i>Intellectual Property Rights</i> , the Alternative that applies is: Alternative 1 applies.		

<i>Item 19</i> (clause 3.23.3 Alternative 2)	List excluded <i>Intellectual Property Rights</i> :	Nil						
<i>Item 20</i> (clause 3.23.3, Alternative 2)	The additional amount payable to the <i>Consultant</i> for granting of <i>Intellectual Property Rights</i> to the <i>Client</i> is: Alternative 1	\$ Not Applicable						
<i>Item 21</i> (clause 3.24.1)	Does clause 22 ( <i>Moral Rights</i> ) apply?	<del>Yes</del> <u>No</u> (strike through as relevant.)						
<i>Item 22</i> (clause 3.25.1)	The following <i>Documents</i> are confidential:	All documents and correspondence with <i>Consultant</i> is confidential, unless otherwise explicitly stated by <i>Client</i> .						
<i>Item 23</i> (clause 24.4)	Maximum period for which <i>Client</i> may suspend the <i>Services</i> at any one time, after which the <i>Consultant</i> may terminate:	Not applicable.						
<i>Item 24</i> (clause 29.1)	The <i>Consultant's</i> liability is limited to:	\$20,000,000 (Twenty million dollars)						
<i>Item 25</i> (clause 30.2)	The amount of public liability insurance is:	Not less than twenty million dollars (\$20,000,000).						
<i>Item 26</i> (clause 30.4)	The amount of the professional indemnity insurance is:	Not less than three million dollars (\$3,000,000)						
<i>Item 27</i> (clause 30.4)	The professional indemnity insurance must be maintained for the following period:	For the duration of project, or the engagement of <i>Consultant</i> , whichever is the latter.						
<i>Item 28</i> (clause 30.7)	The <i>Client</i> must effect the following insurances and maintain them for the following periods:	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;">Insurance:</td> <td style="width: 50%; vertical-align: top;">Period:</td> </tr> <tr> <td style="vertical-align: top;">Public liability insurance</td> <td style="vertical-align: top;">For the duration of project, or the engagement of <i>Consultant</i>, whichever is the latter.</td> </tr> <tr> <td style="vertical-align: top;">Professional indemnity insurance</td> <td></td> </tr> </table>	Insurance:	Period:	Public liability insurance	For the duration of project, or the engagement of <i>Consultant</i> , whichever is the latter.	Professional indemnity insurance	
Insurance:	Period:							
Public liability insurance	For the duration of project, or the engagement of <i>Consultant</i> , whichever is the latter.							
Professional indemnity insurance								
<i>Item 29</i> (clause 33.1)	The address for the service of notices is:	<p>Client: Town of Victoria Park 99 Shepperton Road VICTORIA PARK WA 6100</p> <p>Consultant:</p>						
<i>Item 30</i> (clause 35)	The law governing this <i>Contract</i> is:	<p>Western Australia.</p> <p>If nothing is stated, the state or territory where the <i>Services</i> are to be substantially performed.</p>						
<i>Item 31</i>	Has this <i>Contract</i> been amended from its original form?	<del>Yes</del> <u>No</u>						

### **3.40 SPECIAL CONDITIONS OF CONTRACT**

#### **3.40.1 Security**

The Contractor shall, when attending the Principal's premises or facilities, comply with all reasonable directions and procedures relating to occupational health (including the Principal's smoke free work place policy) and safety and security in effect for those premises or in regard to those facilities, as notified by the Principal.

#### **3.40.2 Working Hours**

Not Used

#### **3.40.3 Contractor Performance Records**

- i) The Principal will maintain appropriate records monitoring Contractor performance and shall call upon a Contractor to explain any instances of unsatisfactory performance.
- ii) Unsatisfactory performance includes, but is not limited to, late delivery against an accepted project requirement or frequent rejection of project requirements.
- iii) In severe cases, unsatisfactory performance will lead to termination of the Contract in addition to any other remedies available to the Principal under the General Conditions of Contract for these requirements.

#### **3.40.4 Rights and Remedies**

The rights and remedies conferred by the Contract on the Principal including without limitation any right to terminate the Contract, shall be in addition to and cumulative upon any rights and remedies they may have under the general law.

##### **Limited Liability**

In the event of any breach of this contract by the Principal the remedies of the Contractor shall be limited to damages. Under no circumstances shall the liability of the Principal exceed the price of the requirements.

#### **3.40.5 Disability Access and Inclusion Plan (DAIP)**

It is a requirement of the Disability Services Act that public authorities must take all practical measures to ensure that all people with disabilities have opportunities to access all buildings, facilities, events and receive a high level and quality of service from all of the Principal's officers, employees, agents and contractors.

Undertaking activities consistent with the Principal's DAIP applies at the broadest level, that is, the focus is upon broadly supporting the DAIP's six desired outcomes. It does not necessarily mean that agents and contractors will be involved in implementing every strategy outlined in the local government's DAIP.

The Act (schedule 3 of the Disability Services Regulations 2004) specifies six (6) desired outcomes:

- i) People with disabilities have the same opportunities as other people to access services and events.
- ii) People with disabilities have the same opportunities as other people to access buildings and other facilities.
- iii) People with disabilities receive information in a format that will enable them to access information as readily as other people are able to access it.
- iv) People with disabilities receive the same level and quality of service from staff as other people receive.

- v) People with disabilities have the same opportunities as other people to make complaints.
- vi) People with disabilities have the same opportunities as other people to participate in any public consultation.

If the Contract involves the supply of Services to the public, then the successful Contractor will:

- vii) to the extent practicable, implement the Principal's "Disability Access and Inclusion Plan" prepared under the Disability Services Act 1993.

Details of the Principal's DAIP can be accessed at [www.vicpark.wa.gov.au](http://www.vicpark.wa.gov.au). Details of the Disability Services Act can be accessed through the State Law Publisher at [www.slp.wa.gov.au](http://www.slp.wa.gov.au).

**NOTE:** Annually and at the conclusion of the Contract there is a strict requirement that the contractor must supply information on how they abided by the DAIP as outlined in "A guide to Disability Access and Inclusion Plans (DAIPs) for Local Government contractors".

#### 3.40.6 Subletting

The Contractor shall not assign or sublet the Contract or any part thereof, without the written consent of the Contract Principal.

In circumstances not caused by wilful delay where the Contractor is unable to complete the necessary service in the time required, the Principal reserves the right to use additional Contractors to carry out the necessary works in the time required.

#### 3.40.7 Terms of Payment

Tax Invoices should be submitted at the end of each calendar month. Payment for will be authorised when all works have been completed to the satisfaction of the Principal.

Payment will be Nett thirty (30) days from the receipt of a compliant Tax Invoice. Prices are fixed.

#### 3.40.8 Housekeeping

All work places will be kept in a clean and tidy condition.

#### 3.40.9 Practical Jokes

Practical jokes and skylarking are totally forbidden and failure to comply with this provision may result in the offender's employee from participating in any work associated with fulfilment of the contract.

#### 3.40.10 Intoxicating Liquor and Drugs

Neither the Contractor nor any employee or agent of the Contractor will be permitted to enter a site under the influence of or in possession of any intoxicating liquor, drugs or illegal substance or under the influence of the same.

**4 TENDERER'S OFFER**

**4.1 FORM OF TENDER**

The Chief Executive Officer  
Town of Victoria Park  
99 Shepperton Rd  
VICTORIA PARK WA 6101

I/We (Company Name): \_\_\_\_\_  
(Block Letters)

Trading Name: \_\_\_\_\_

of: \_\_\_\_\_  
(Registered Street Address)

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Post Code: \_\_\_\_\_

ABN \_\_\_\_\_ ACN (if any) \_\_\_\_\_

Telephone No: \_\_\_\_\_ Facsimile No: \_\_\_\_\_

E-mail: \_\_\_\_\_

**In response to RFT: TVP/21/02 - Preparation of Albany Highway Precinct Structure Plan**

I/We agree that I am/We are bound by, and will comply with this Request and its associated schedules, attachments, all in accordance with the Conditions of Tendering contained in this Request signed and completed.

The tendered price is valid up to ninety (90) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender irrespective of its outcome.

The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Tender.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2021

Signature of authorised person: \_\_\_\_\_

Name of authorised signatory (BLOCK LETTERS): Mr.  Mrs.  Ms.  Please tick one.

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

Position: \_\_\_\_\_ Telephone No: \_\_\_\_\_

Authorised Signatory Postal Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 4.2 COMPLIANCE CRITERIA

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

Please select with a yes or no whether you have complied with the following compliance criteria. Supply details where possible in attachments labelled with the appropriate headings. These criteria will not be point scored. Each Tender will be assessed on a Yes / No basis as to whether the criterion is satisfactorily met. An assessment of "No" against any criterion may eliminate the Tender from consideration.

### 4.2.1 COMPLIANCE CRITERIA QUESTIONNAIRE

#### 1) Compliance with Conditions of Tendering

Description of Compliance Criteria	Yes / No												
i. Compliance with the Conditions of Tendering and the requirements of the General Conditions of Contract as provided in Part 3 of this Request. If "NO", please provide further details in the below table provided <table border="1" data-bbox="292 913 1203 1070"> <thead> <tr> <th>Clause No</th> <th>Contract Condition</th> <th>Reason/Comments</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Clause No	Contract Condition	Reason/Comments										
Clause No	Contract Condition	Reason/Comments											
ii. Compliance with the Specifications as provided in Part 2 of this Request.													
iii. Completion of Part 4 -Tenderer's offer													

#### 2) Organisational Profile

Attach a copy of your organisation structure and provide background information on your company and label it " <b>Organisation Structure</b> ". (No more than 10 pages)	<b>"Organisation Structure"</b>	Tick✓if attached <input type="checkbox"/>
If companies are involved, attach their current ASIC company extracts search including latest annual return and label it " <b>ASIC Extract</b> ".	<b>"ASIC Extract"</b>	Tick✓if attached <input type="checkbox"/>
Are you acting as an agent for another party? If <b>Yes</b> , attach details (including name and address) of your principal.	<b>"Agency"</b>	Tick✓if attached <input type="checkbox"/>
Are you acting as a trustee of a trust? If <b>Yes</b> , give the name of the trust and include a copy of the trust deed (and any related documents); and if there is no trust deed, provide the names and addresses of beneficiaries	<b>"Trust Deed"</b>	Tick✓if attached <input type="checkbox"/>
Will any actual or potential conflict of interest in the performance of your obligations under the Contract exist if you are awarded the Contract, or are any such conflicts of interest likely to arise during the Contract? If <b>Yes</b> , please supply in an attachment details of any actual or potential conflict of interest and the way in which any conflict will be dealt with.	<b>"Conflict"</b>	Tick✓if attached <input type="checkbox"/>



**3) Referees**

Attach details of your referees, and label it <b>“Referees”</b> . Your response should contain at least 3 written references advising on the performance standards of previous projects undertaken, or the names of at least 3 referees who can advise on the performance standards of previous projects undertaken.	<b>“Referees”</b>	Tick✓if attached <input type="checkbox"/>
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**4) Subcontractors**

Do you intend to subcontract any of the Requirements?	Yes / No	
If Yes, in an attachment labelled <b>“Subcontractors”</b> provide details of the subcontractor(s) including: (a) the name, address and the number of people employed; and (b) the Requirements that will be subcontracted.	<b>“Sub-contractors”</b>	Tick✓if attached <input type="checkbox"/>

**5) Financial Position**

Are you presently able to pay all your debts in full as and when they fall due?	Yes / No	
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	Yes / No	
If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	Yes / No	
Attach a financial profile for you and each of the other proposed contracting entities together with a list of financial referees and label it <b>“Financial Profile”</b> .	<b>“Financial Profile”</b>	Tick✓if attached <input type="checkbox"/>

**6) Insurance Coverage**

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled <b>“Insurance Coverage”</b> . A copy of the Certificate of Currency is to be provided to the Principal within 7 days of acceptance.			<b>“Insurance Coverage”</b>	Tick✓if attached <input type="checkbox"/>
<b>Type</b>	<b>Insurer - Broker</b>	<b>Policy No.</b>	<b>Value (\$)</b>	<b>Expiry Date</b>
Public & Product Liability				
Worker’s Compensation				
Professional Indemnity				
Other (Specify)				



**4.3 QUALITATIVE CRITERIA**

Before answering the qualitative criteria, Tenderer's shall note the following:

- i) All information relevant to your answers to each criterion is to be contained within your Tender;
- ii) Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- iii) Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- iv) Tenderers are to address each issue outlined within a qualitative criterion.

<p><b>Relevant Experience, expertise, project team and current capability</b>                  Describe your experience in completing /supplying similar Requirements. Tenderer's must, as a minimum, address the following information in an attachment and label it "<b>Relevant Experience</b>":</p> <ul style="list-style-type: none"> <li>i) Provide details of similar work (specifically high quality precinct level master planning);</li> <li>ii) Provide scope of the Tenderer's involvement including details of outcomes;</li> <li>iii) Provide details of issues that arose during the project and how these were managed;</li> <li>iv) Project Team structure-Names, functions and departments.</li> <li>v) Key Personnel Skills, experience and expertise (CV's to be provided)</li> <li>vi) Organisation's current capacity and capability.</li> </ul>	<p><b>25%</b>                  Tick if Attached  <input type="checkbox"/></p>
<p><b>Demonstrated Understanding</b>                  Tenderer's should detail the process they intend to use to achieve the Requirements of the Specification. Areas that you may wish to cover include:</p> <ul style="list-style-type: none"> <li>i) Demonstrated understanding of the scope of work</li> <li>ii) Demonstrated understanding of the required scope by identifying the key issues and risks associated with delivering the project.</li> </ul>	<p><b>45%</b>                  Tick if Attached  <input type="checkbox"/></p>
<p><b>Methodology</b>                  Tenderer's must address the following information and label it "<b>Methodology</b>"</p> <ul style="list-style-type: none"> <li>i) Proposed methodology for this project to be completed on time.</li> <li>ii) Project delivery methodology and approach to achieve the requirements in Part 2 – Specification</li> <li>iii) Community engagement approach</li> </ul> <p>Supply details and provide an outline of your proposed methodology in an attachment labelled "</p>	<p><b>30%</b>                  Tick if Attached  <input type="checkbox"/></p>

**4.4 PRICE SCHEDULE**

Tenderers must complete the following price schedule. Before completing the Price Schedule Tenderers should read the entire Request.

Item No.	Description	Amount \$	GST	Total Price incl. GST
1	Stage 1- Lump sum			
2	Stage 2 – Conceptual level lump sum subject to refinement and agreement via gateway approval by Elected Members			
3	Stage 3- Conceptual level lump sum subject to refinement and agreement via gateway approval by Elected Members			
	<u>Schedule of Rates:</u> Hourly rates to be provided for each stage for the purposes of variations			
	<b>TOTAL PRICE</b>			

A cost breakdown of the lump sum amount showing all components of the project is to be included in your submission.

The Principal may, at its discretion, disqualify any Tenderer from consideration if this breakdown is not supplied.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Full Name of Tenderer (Block Letters): \_\_\_\_\_

## NOTICE OF MOTION



To Her Worship the Mayor

Please be advised that I would like to submit a notice of motion.

<b>Date of submission</b>	11 November 2020
<b>Meeting date</b>	17 November 2020
<b>Item title</b>	Sump to Park Project
<b>Name of elected member</b>	Brian Oliver

### Notice of motion

That Council requests the Chief Executive Officer to:

1. Investigate the application of Atlantis Drainage Cells, or similar technology, for converting drainage sumps into parks or accessible public open space;
2. Present a report back to Council by May 2021 of the findings in point 1, including:
  - a. the feasibility of a "Sump to Park Project" using Atlantis Drainage Cells, or similar technology;
  - b. identification of any Town-owned sumps suitable for inclusion in a "Sump to Park Project";
  - c. an indicative budget to deliver a "Sump to Park Project" for consideration in the 2021/22 Budget.

### Reason

Over the past few years the Town and community have been adapting sumps for public open space and public use. From my understanding, the physical "sump" has remained in all of these sump adaptation projects.

This Notice of Motion seeks to investigate the feasibility of a Sump to Park Project, similar to the City of Vincent's Lawler Street Sump to Park Project. Some before and after pictures are provided below to highlight the transformation of their Lawler Street sump.

As part of the Council's commitment to increasing the supply of Public Open Space in the Town, this Notice of Motion is aimed at investigating the use of technology can be used to fully adapt a Town sump.

While I have referenced the City of Vincent example, I know there are many more examples of sump adaptation, of varying scales of size and cost. If this Notice of Motion is supported by my fellow Elected Members, I would hope that through part 1 of this recommendation that other sump adaptations would be explored and presented back to Council to inform our considerations, should the application of technology be deemed feasible.

The timing of a report back to Council has been done purposefully so that we consider the CEO's findings and any options presented as part of our 2021/22 Budget setting process.



Strategic alignment

Social	
Strategic outcome	Intended public value outcome or impact
S1 - A healthy community	<p>The Town's Public Open Space Strategy states:</p> <p><i>There are numerous benefits, both physical and mental, associated with well designed and implemented POS.</i></p> <p>This Notice of Motion seeks to investigate the feasibility of transforming a sump to a park, and ultimately, increase community access to well-designed and improved public open space.</p>

Economic	
Strategic outcome	Intended public value outcome or impact

Environmental	
Strategic outcome	Intended public value outcome or impact
EN6 – Appropriate, inviting and sustainable green spaces for everyone that are well maintained and managed.	<p>One of the core principles of the Town's Public Open Space Strategy is Diversity of Functions. It states:</p> <p><i>POS is a public asset and must be designed to provide functionality to a diverse population. Achieving this means that POS must have a diverse range of functions (natural/recreational/sporting). Ensuring residents have adequate access to these functions provides the best possible opportunity to ensure diversity within the POS product and its users.</i></p> <p>This Notice of Motion seeks to investigate how we can improve the use and access of a sump through the use of technology.</p>

Civic leadership	
Strategic outcome	Intended public value outcome or impact
CL3 – Well thought out and managed	This Notice of Motion seeks to ensure that appropriate

<p>projects that are delivered successfully.</p>	<p>information is obtained for Council to make an informed decision about this initiative.</p>
<p>CL6 – Finances are managed appropriately, sustainably and transparently for the benefit of the community.</p>	<p>This Notice of Motion seeks to ensure that all aspects are considered, including financial implications, before making a decision on whether to proceed with this initiative.</p>



That Council requests the Chief Executive Officer to:

1. Investigate the application of Atlantis Drainage Cells, or similar technology, for converting drainage sumps into parks or accessible public open space;
2. Present a report back to Council by May 2021 of the findings in point 1, including:
  - a. the feasibility of a "Sump to Park Project" using Atlantis Drainage Cells, or similar technology;
  - b. identification of any Town-owned sumps suitable for inclusion in a "Sump to Park Project";

an indicative budget to deliver a "Sump to Park Project" for consideration in the 2021/22 Budget.

## Background

The Town has approximately 100 drainage sumps in its locality. These sumps function as the main disposal agent for stormwater which falls on the Town other than the low lying part of Victoria Park and Burswood which outlet eventually to the River. The majority of these sumps occupy one or more standard lots which are generally held in Freehold title by the Town.

The Town has commissioned a number of drainage studies over the years to look at its drainage infrastructure and to determine problem areas with a view to improve the situation. The relevant reports are:

2005 - URS "Stormwater Management Plan, Town of Victoria Park"

2010 - Curtin Engineering "Hydrological Assessment of the Stormwater Runoff in Victoria Park Catchments"

2010 - Cardno "Assessment of Drainage Hotspots"

2011 - Cardno "Drainage Network Assessment"

The URS study among other things suggested a rationalisation of the existing drainage sumps with a view to removal and/or redevelopment. The report also found that the majority of sumps did not meet the usual design requirement of 1% AEP (Average Exceedance Probability) or the 1 in 100 year ARI (Average Recurrence Interval) The report however looked at the sumps simplistically by lumping all the sumps in a sub catchment together. IE they did not look at individual sumps.

The Curtin Engineering Study looked at the potential for flooding using a different method from URS and Cardno but in the vast majority of cases there was flooding extending out past the drainage sump lots and into surrounding land in the 1% AEP situation.

The Cardno study of 2011 looked at all the Towns drainage sumps on an individual basis using field permeability testing to help determine sump capacity. It found that no existing drainage sump achieved the 1% AEP design requirement and in fact 95 sumps out of 101 achieved less than a 100% AEP or the 1 in 1 year ARI. Therefore the takeaway from this report is that virtually all of the Town's drainage sumps are substantially under designed.

### Atlantis Cells

Atlantis Cells are a modular plastic structural tank system used to construct underground water storage for various applications. They are generally used where space is limited and/or land can be utilised for an additional purpose such as open space. The Town does have several examples of these installed in its jurisdiction so does have some experience of their performance and also limitations. Some of the advantages of Atlantis cells include:

- The ability to use land above for other purposes with limitations
- Visually unobtrusive
- Lightweight
- High storage capacity
- Fast installation

Some of the disadvantages of using underground storage mediums and particularly Atlantis Cells are:

- Maintenance problems such as inability to remove suspended fines from the cells which reduce infiltration capacity.
- Cost of maintenance when required.
- Generally not able to cater for heavy vehicular traffic which may occur in road verges.
- A Gross Pollutant trap is required to capture rubbish and fines which affect the capacity of the system to infiltrate stormwater runoff. These are expensive and require regular maintenance to clean out.
- Susceptibility to the ingress of tree roots into the system which can cause capacity and maintenance problems.
- Susceptibility to failure from vehicle loadings. The Town has experienced a structural failure of an Atlantis System installed in Baillie Avenue adjacent Edward Millen Park.
- The limited lifespan of such a system which is likely to require removal, cleaning and replacement at considerable cost
- The capital cost of installation.
- Limited ability to construct infrastructure above installation. IE. no trees or structures.

With regard costs of installation. Although detailed figures are not available at this time the ballpark costs of installing an Atlantis Cell system into a typical 1000m<sup>2</sup> drainage sump at a depth of 3m are approximately:

- 3,571 units of "Flo-tank Septa" at \$231/ea = \$824,901
- 1400m<sup>2</sup> Geofabric at \$1.60/ m<sup>2</sup> = \$2,240
- Gross Pollutant Trap = \$20,000
- Sand fill over the top 450m<sup>3</sup> @\$30/m<sup>3</sup> = \$13,500
- Installation of the above estimated at \$50,000.

Total = \$910,641

12 March 2021

Mr Anthony Vuleta  
CEO  
Town of Victoria Park  
99 Shepparton Road  
Victoria Park WA 6100

Dear Mr Vuleta,

**RE: PROBITY CERTIFICATE – TOWN OF VICTORIA PARK – EDWARD MILLEN ADAPTIVE HERITAGE REDEVELOPMENT – TVP/20/13**

#### **1. Introduction**

This report details our opinion regarding the probity of the processes undertaken in the development of the Request for Tender (RFT) documentation, the management of the proposal preparation phase and the conduct of the evaluation process for the above RFT.

This report outlines the involvement of Stantons International (SI) in the process and our opinion that this has been a thorough process that has complied fully with appropriate probity requirements.

#### **2. Involvement of Stantons International**

On this occasion, the Town of Victoria Park (the Town) engaged SI as the probity advisors to the process after the RFT had been released to the marketplace, shortly prior to the initially-scheduled closing of tenders (prior to the decision extend the closing date). We have provided probity support from the point of our engagement through to recommendation of the Preferred Tenderers. As such, we have been involved throughout the full evaluation process and have been able to make a progressive contribution to the conduct of the process and the review of probity issues relating to the evaluation of submissions once received. However, our scope has been limited to matters from the point in time of our engagement onwards and thus does not include any consideration of any probity risks associated with the procurement planning stage of the process or the development of the RFT document, including whether the established requirements within the Request complied with relevant Town procurement policies or applicable legislative requirements.

#### **3. Purpose and Scope**

The purpose of this review was to ensure that the evaluation process was administered fairly and impartially to all parties and was consistent with the process contract implied in the RFT document, relevant legislation and Town policies.

#### **4. Summary and Evaluation Methodology**

In summary, this procurement was structured as a single-stage, open tender process, consisting of the release of a RFT publicly to allow any interested party to participate.

After the receipt of submissions from the Tenderers, an evaluation process was carried out by an Evaluation Panel in general conformity with the Evaluation Plan that was developed for the RFT. The evaluation process involved individual assessment and scoring of the responses, followed by a consensus process and group assessment to identify the Preferred Tenderer for recommendation.

SI was present at all critical points during the process and observed the process as being conducted in an unbiased manner that was fair to the Tenderers at all times.

The Evaluation Plan included a provision for receiving presentations from the Tenderers regarding their offers, however at the conclusion of the desktop scoring, there was considered to be a sufficient gap in scores between the highest-ranked Tenderer and the remaining Tenderers that conducting presentations would not have been able to impact the outcome, and thus the Evaluation Panel determined not to proceed with presentations as part of the evaluation process. SI considered this to be a reasonable course of action given the circumstances.

**5. Notable Events**

During our review no significant issues were identified that would be likely to have an impact on the outcome of the process from a probity perspective. The process was conducted in a professional and well managed manner at all times.

**6. Recommendations**

No specific recommendations are made to improve the probity of future evaluations such as this.

**7. Deviations from Agreed Procedures**

No specific recommendations are made to improve the probity of future evaluations such as this.

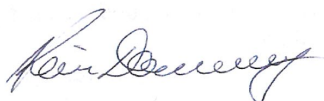
**8. Conclusion**

We are satisfied in relation to the following:

- The Evaluation Panel applied all relevant Local Government and Town supply policies and complied with all relevant probity requirements during the evaluation process.
- It is our opinion that the evaluation process was free from bias and inequity.
- Documentation supporting the evaluation process provides sufficient evidence for third party review and accurately describes the process undertaken.
- The process was conducted fairly and equitably.

It is our opinion that the process was fair and equitable and in accordance with the requirements of the RFT document and the supporting Evaluation Plan, subject to the scope limitations noted in Section 2. Should you wish to discuss any matters raised in this report, please contact the undersigned.

Yours faithfully



**Kevin Donnelly**  
Principal, Probity & Procurement

WESTERN AUSTRALIA



REGISTER NUMBER	
9000/DP41207	
DUPLICATE EDITION	DATE DUPLICATE ISSUED
3	16/11/2020

VOLUME 2992 FOLIO 139

DUPLICATE CERTIFICATE OF TITLE UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

BGRoberts REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 9000 ON DEPOSITED PLAN 41207

REGISTERED PROPRIETOR: (FIRST SCHEDULE)

TOWN OF VICTORIA PARK OF 99 SHEPPERTON ROAD VICTORIA PARK WA 6100 (TF O548293 ) REGISTERED 9/11/2020

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS: (SECOND SCHEDULE)

1. T3790/1953 EASEMENT TO THE STATE ENERGY COMMISSION OF WESTERN AUSTRALIA FOR ELECTRICITY PURPOSES. SEE DEPOSITED PLAN 41207. REGISTERED 11/3/1953.
2. EASEMENT BURDEN CREATED UNDER SECTION 27A OF T. P. & D. ACT - SEE DEPOSITED PLAN 41207.
3. O548293 CONDITIONAL TENURE LAND. LAND SUBJECT TO CONDITIONS PURSUANT TO S75 LAA. MINISTER'S CONSENT REQUIRED TO TRANSFER OR ENCUMBER LAND. SEE INSTRUMENT O548293. REGISTERED 9/11/2020.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required. Lot as described in the land description may be a lot or location.

-----END OF DUPLICATE CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP41207  
 PREVIOUS TITLE: LR3172-345  
 PROPERTY STREET ADDRESS: 15 HILL VIEW TCE, EAST VICTORIA PARK.  
 LOCAL GOVERNMENT AUTHORITY: TOWN OF VICTORIA PARK



16/11/2020  
14:17:00

WESTERN AUSTRALIA LAND INFORMATION AUTHORITY  
LANDGATE ISSUING SERVICE

**Client :** TOWN OF VICTORIA PARK  
**List No :** 1370331  
**Box # :** 999L  
**Print Destination :** Post: 99 SHEPPERTON ROAD, VICTORIA PARK, 6100, Australia

Items	Instructing Document	Comments
2992-139	O548293	
Total number of items issued : 1		

VICTORIA PARK  
PAT/5/0001 ~ 58  
RT# 119032  
25 NOV 2020  
RLP   
CEO   
HR   
NE   
PLN   
BLD   
DOC No. \_\_\_\_\_

A photograph of a large, two-story red brick building with a prominent central tower and arched windows. The building is set against a clear blue sky. A large, stylized blue tree graphic is overlaid on the right side of the image. The foreground is a dark blue triangle that contains the text.

**INVITATION  
TO TENDER**

**Edward Millen  
Adaptive Heritage  
Redevelopment**

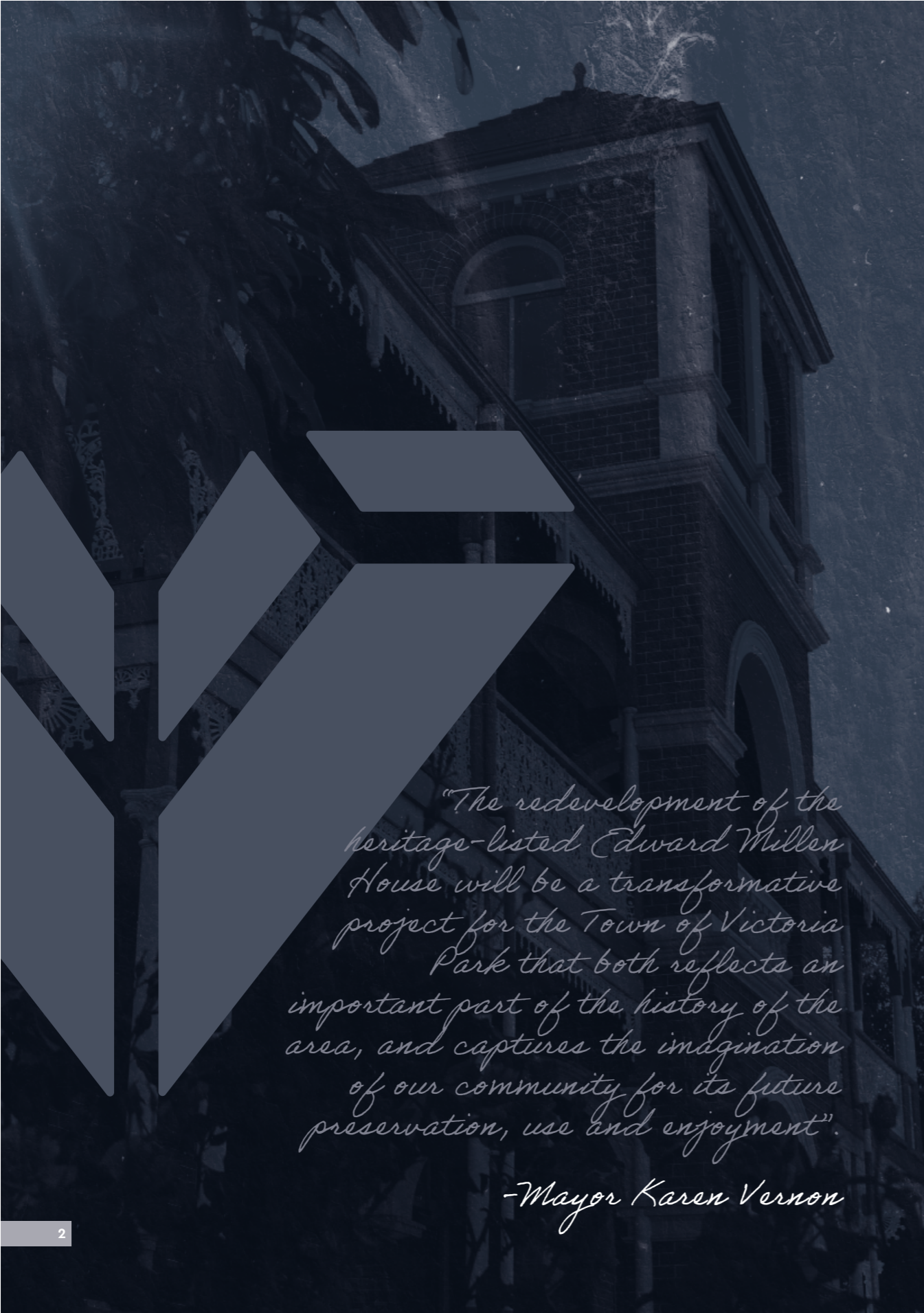
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[victoriapark.wa.gov.au/edwardmillenprecinct](http://victoriapark.wa.gov.au/edwardmillenprecinct)



TOWN OF  
**VICTORIA PARK**





*"The redevelopment of the heritage-listed Edward Millen House will be a transformative project for the Town of Victoria Park that both reflects an important part of the history of the area, and captures the imagination of our community for its future preservation, use and enjoyment".*

*-Mayor Karen Vernon*

# Contents

<b>Introduction</b>	<b>04</b>
Edward Millen Heritage Precinct	04
Ground lease	04
Australian Federal Government grant	05
The Edward Millen Park Masterplan	05
<b>Vision</b>	<b>06</b>
<b>Opportunity</b>	<b>07</b>
Support on all levels	06
<b>Tender</b>	<b>08</b>
Tender briefing and site inspection	08
Tender program	08
Conservation works	09
Heritage considerations	09
Historical background	09
Ownership	09
<b>Proposals</b>	<b>10</b>
Evaluation criteria	10-11
Lodgement process	11
Confidentiality	11
<b>Contact</b>	<b>12</b>

Attachment 1	<b>Floor plans</b>	Attachment 7	<b>Ground lease</b>
Attachment 2	<b>Heritage information</b>	Attachment 8	<b>Heritage Interpretation Report</b>
Attachment 3	<b>Tenure</b>	Attachment 9	<b>Feature survey</b>
Attachment 4	<b>Federal Government grant</b>	Attachment 10	<b>Victoria Park Investment Prospectus</b>
Attachment 5	<b>Edward Millen Park Master Plan</b>	Attachment 11	<b>Planning information</b>
Attachment 6	<b>Environmental reports</b>		



**WE'RE OPEN  
VIC PARK**

# Introduction

The Town of Victoria Park is seeking submissions from property developers with unique heritage redevelopment experience to reactivate the Edward Millen Heritage precinct core heritage buildings. Uses can include, but are not limited to; community, entertainment and recreation, educational, civic, heritage, cultural and creative and/or small-scale production purposes.

## Edward Millen Heritage Precinct

The Edward Millen Heritage Precinct presents a unique opportunity to discover the full potential of a series of heritage-listed buildings, set in the expansive 4.7 hectare master planned Edward Millen parklands.

The Edward Millen Heritage Precinct (the Precinct) is located at 15 Hillview Terrace, in the renowned food and beverage destination of East Victoria Park. With close proximity to the CBD, Albany Highway, Curtin University, and three newly committed METRONET stations, the Precinct is also significantly placed in the Town of Victoria Park which is an area planned for high population growth.

The Edward Millen Heritage Precinct is the heritage gem of the Town of Victoria Park. The Town is committed to seeing this asset come back to life and has undertaken economic and environmental due diligence and progressed the parklands master planning and detailed design development for the land surrounding the heritage buildings.

Reconnecting the history of this heritage precinct with the Town of Victoria Park and the people of Perth is a major outcome sought from successful tenderers.

More information about the Edward Millen Heritage Precinct can be found at [victoriapark.wa.gov.au/edwardmillenprecinct](http://victoriapark.wa.gov.au/edwardmillenprecinct)

## Ground lease

The ground lease opportunity represents a potential area of 1.5 hectares with significant heritage listed buildings, now available for activation with a variety of new allowable uses.

The ground lease contract is available upon request and the applicant is required to make a ground lease offer taking into account the \$4m Federal Government grant to go towards the provided on request Conservation Works Report and Quantity Surveyor Report. The respondent is also required to provide the term requested and any other requested contract changes to the ground lease and any supporting legal documents.

The available buildings are shown below:

## Australian Federal Government grant

The Town has undertaken a heritage conservation works and quantity surveyor assessment of the works required to bring back to life the buildings to a fit-out ready state. The estimated cost is approximately \$4m. The Federal Government's Community Development Grants Program will provide the required conservation funding. The Town is in the final stages of approval and agreement documentation.

*Bringing back to life a significant heritage asset for all Western Australians*

**Bringing back to life a significant heritage asset for all Western Australians**

## The Edward Millen Park Masterplan

The Edward Millen Park Masterplan has helped to define the park's relationship to the adaptive reuse of the Edward Millen House and surrounding buildings. This combined approach aims to deliver a holistic vision for the precinct with the Edward Millen House, buildings and the surrounding parkland complementing each other to create an amazing destination and valuable community asset.

The masterplan involved community engagement and design sessions, with the final park masterplan design being approved by Council to commence to the detailed design phase.

For a copy of the Edward Millen Park Masterplan, please visit [victoriapark.wa.gov.au/edwardmillenprecinct](http://victoriapark.wa.gov.au/edwardmillenprecinct)



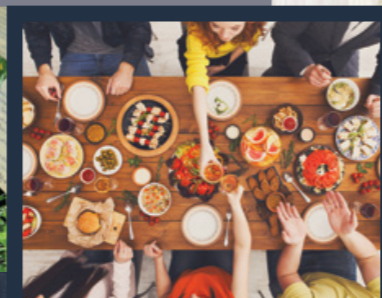
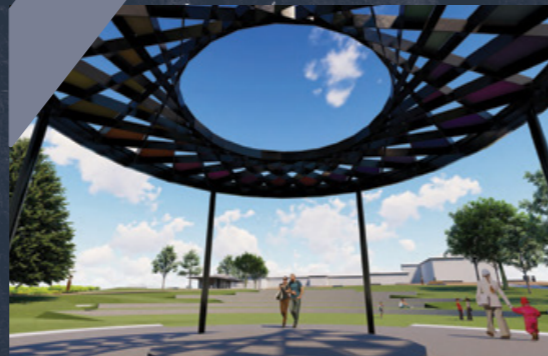
# Vision

The redevelopment of the Edward Millen Heritage Precinct will play a central role in revitalising a key historical landmark in the Town of Victoria Park.

Around three quarters of the 4.7 hectare reserve at Edward Millen Precinct is being transformed into a heritage sensitive and vibrant public open space. The precinct will offer a mix of an all ages-based playground, WA-first purpose built Autism Association approved and endorsed park weaved in with meandering paths, a performing stage and barbeque facilities – all under significant retainment of an enormous tree canopy. Artworks – a mix of historical and local – will be integrated throughout the park. Other facilities, including a Changing Places, disability toilets, performance stage, and amphitheatre will also be integrated throughout the park. The Town is responsible for and will manage the reserve's development and ongoing maintenance.

The historical buildings are now the remaining piece to be activated and redeveloped into a destination. The envisioned and desired development is for a mix of offerings to create exciting, unique activations and a destination of choice for WA families and the Town of Victoria Park residents and community members alike.

The vision for the Edward Millen historical buildings is for a transformation into a harmonious mixture of offerings that complement both community and cultural activations.



## Opportunity

Tender are now open to ground lease approximately 1.5 hectares of an expansive 4.7 hectare master planned park in the Edward Millen Heritage Precinct. The tender encourages private investment required for a holistic, heritage adaptive re-use redevelopment of the historic Edward Millen buildings and ongoing management of the site/buildings/businesses, that will excite the Town of Victoria Park community and the people of Perth.

The Edward Millen Heritage Precinct buildings and surrounds are now available for the first time, to be activated with community, entertainment and recreation, educational, civic, heritage, cultural, creative and/or small-scale production purposes. A complete list of what these new uses will allow is included in the additional planning information provided upon request. This activation is to complement the Town of Victoria Park's investment into the surrounding parklands which will include new playgrounds, landscaping, soft scaping, hardscapes, heritage site interpretations, art works, a performance stage and amphitheatre.

The Town has produced conservation work plans with quantity surveyors' estimates.

Upon request, these are available for your perusal.

The allowable uses to activate the State-listed heritage Edward Millen buildings are envisioned to create a destination in its own right and complement the already existing businesses along Albany Highway.

### Development zone

The area of land behind the heritage buildings is considered the appropriate location for any further additional built form to occur. The additional development is to be informed by the new allowable uses. The future development application will require both Town and Department of Planning, Lands and Heritage approval.

### Support on all levels

The Town has been successful in maintaining ongoing community and State and Federal Government's interests in the future for the Edward Millen Heritage Precinct. Through community consultation, the end goal of the site is for it to become the 'jewel in the crown' for the Town of Victoria Park. The Town sought to examine a range of possible uses along with the community expectations through an Open House Perth engagement event in December 2017. Over 600 people attended with additional surveys and tools made available online through the Town's Your Thoughts page.

The overall support from the community was for the "activation and/or restoration" of the Edward Millen site. The engagement process was a key part to allow the tenure amendment application to the Department of Planning, Lands and Heritage, for the Town to create a vibrant and commercially viable community asset.



# Invitation to tender

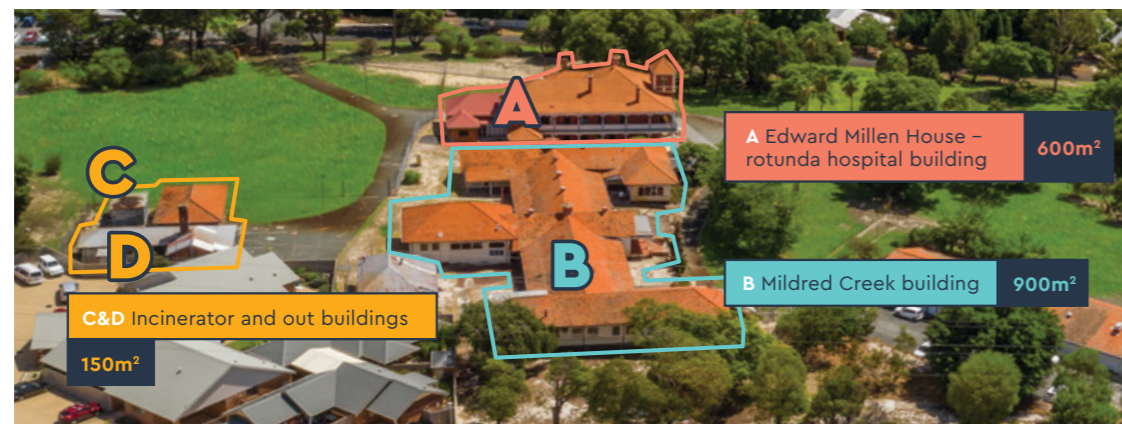
The Town of Victoria Park is looking for innovative, vibrant and forward-thinking proposals to deliver an adaptive heritage re-use redevelopment of the Edward Millen historical buildings and surrounding ground lease area.

This is an opportunity to capitalise on the ongoing revitalisation of the Town of Victoria Park's cultural, entertainment and food and beverage offerings. With proximity to the CBD, Albany Highway, Curtin University, and three newly committed METRONET stations, it is also located in the Town of Victoria Park which is an area of estimated significant population growth.

### The tender is for developers:

- with a proven track record in delivering adaptive heritage re-use projects and offering a broad range of activation outcomes aligned with the new allowable uses;
- with experience in engaging the public throughout the development project life and beyond.

Specifically, the Town of Victoria Park is seeking proposals for the ground lease area and historical buildings shown below:



## Tender briefing and site inspection

Due to the historic nature of the buildings, they are currently fenced off and not open for public viewing or inspections.

The Town of Victoria Park invites proponents to attend a non-mandatory briefing and site inspection to provide an understanding of the requirements subject to this tender.

The tender briefing and site inspection will be undertaken on 17 November at 10am and will provide proponents with the opportunity to clarify any uncertainties prior to the closing of the tender process. We strongly recommend all interested parties attend.

## Tender program

Tender release to proponents	<b>Wednesday, 11 November 2020</b>
Non-mandatory briefing /inspection of site	<b>Tuesday, 17 November 2020</b>
Tender closing date	<b>Tuesday, 15 December 2020</b>
Evaluation of submission by	<b>Friday, 5 February 2021</b>
Notification to all proponents by	<b>Friday, 12 February 2021</b>
Council approval for ground lease	<b>OCM yet to be determined</b>



## Conservation works

To date, the Town has undertaken a number of investigations in order to facilitate a successful activation project. This includes updated conservation work plans to bring the heritage listed building to a fitout ready stage. These plans and costings are available at the proponent's request. The information has also been provided to negotiate an Australian Federal Government grant commitment of \$4m. The Town is working to reach a final agreement for this grant.

*The Edward Millen Heritage Precinct is the heritage gem of the Town of Victoria Park*

## Historical background

Elizabeth Baillie purchased Canning Location 2 in 1911. The original building established on the site was the Rotunda Maternity Hospital, established in 1912 by Mrs. Elizabeth Baillie herself. In 1919, in an effort to assist in the treatment of an increased number of Spanish influenza patients, the WA State Government took control of the hospital and designated management of operations to the Perth Public Hospital.

In 1920, the Australian Federal Government purchased the property and building. At the time this included approximately 12.5 hectares of land. The existing structures were converted to accommodations for staff and a wooden chalet style ward was added to accommodate tuberculosis patients. In 1936, to allow for more hospital staff, two additional timber wards were constructed. In 1942, the hospital was formally named Edward Millen Home after Australia's first Minister for Repatriation and was designated as a sanatorium for ex-service personnel. The focus of the hospital later transitioned to the care of less critical patients and in 1968 a psychiatric wing (D Ward) was constructed.

In 1982 the Health Department took over management of Edward Millen Home and renamed the facility Hill View.

## Heritage considerations

Heritage buildings have an important and critical place in the locations they occupy, not only from an architectural perspective but equally from the significance of use and history they had within the community. The heritage conservation requirements of the Edward Millen Precinct buildings and the reserve have varying degrees of significance.

There is also a heritage memorial on the Certificate of Title.

Hence, all development applications will need the Department of Planning, Lands and Heritage development team's assessment and consent.

## Ownership

The land was owned by the State Energy Commission from 1984 to 2003. From 2003, it changed ownership to the State Housing Commission and from 2006 it has been owned by the Town of Victoria Park. Copies of the certificates of title are provided as an attachment.

The site was previously held by the National Trust and is included on the State Heritage Register. It is subject to a heritage agreement under the provisions of the Heritage of Western Australia Act 1900 (WA).

# Proposals

## Proposals must consider the following:

- Be bold, creative, high quality and align with the Edward Millen Park Masterplan vision.
- Provide creative, new and exciting activities for the Town of Victoria Park and people of Perth.
- Complement the existing businesses and activities within the Town of Victoria Park and along Albany Hwy.
- Be responsive to nature's elements.
- Provide class leading architectural design and site considerations.
- Deliver quality visitor experiences and create meaningful opportunities for local community and people of Perth.
- Offer a unique sense of place and diverse social interactions.
- Deliver a destination in its own right.
- Options for day and night activities.
- Be of a scale that generates interest but is also considerate of with the cultural heritage sensitivity of the site.

## The Town of Victoria Park has the following expectations in regard to the proposals:

- Funded appropriately.
- Unique in Perth/Australia.
- Adaptable over time.
- Creative.
  - Meets cultural and heritage considerations.

## Evaluation criteria

The Town of Victoria Park will use the responses to the evaluation criteria listed here as the primary basis for assessing the proposals. The weighting shown against each of the criteria will be used in evaluating the proposals and the Town of Victoria Park may elect to seek confirmation of material provided from relevant sources. The Town of Victoria Park may also take into account the respondent's performance history and referees' reports.

Proposals should be clear and concise in addressing the evaluation criteria.

## PROPOSED VISION/CONCEPT 40%

Respondents are asked to submit a proposal of the concept that addresses the following:

- Business plan including total budget outlining start-up and operational costs and revenue and the total capital invested including the proposed additions in the development zone. Proposals should be funded appropriately;
- How the concept aligns with the vision for Edward Millen Masterplan Precinct;
- Consideration of the Heritage Interpretation report within the overall proposal;
- Respectful consideration of the Edward Millen Park Masterplan;
- How the concept will create a destination for the Town of Victoria Park community and surrounding Perth area; while complementing the existing businesses and activities with the Town of Victoria Park and along Albany Highway;
- Visual imagery showing the internal and external heritage anticipated redevelopment and new built form in the development zone;
- Provide images of the concept and statement on the proposed design;
- Provide details on amount of space and a breakdown of anticipated end uses;
- Outline the process to achieve the outcomes provided in the proposed vision/concept;
- Include details of the overall project breakdown and schedule;
- Community end use options to be explored within the proposal;
- Museum space – contemplation and consideration on the inclusion of a small "self-guided" museum" in reference to the Heritage Interpretation Report;
- Description of the proposed uses/s considering the objectives and vision for the precinct and the desire for high quality, innovative proposals that add value to the visitor experience within the Precinct;
- Detail how the building and its occupants will be managed over time.

## DEMONSTRATED EXPERIENCE (30%)

Respondents are asked to provide a detailed overview of their experience relevant to the industry, with reference to the following;

- Information on similar adaptive heritage re-developments previously undertaken and/or currently involved in;
- As the proponent is also expected to provide on going management of the heritage buildings and tenants please provide examples of similar heritage redevelopment managed by your organisation;
- Provide a breakdown on the appointed team and their experiences;
- Provide referees reports and contact information for similar projects undertaken;
- Demonstrated financial capacity of the proponent to fund and operate the proposed redevelopment and ongoing business.

## COMMERCIAL NEGOTIATIONS (30%)

Respondents are asked to provide a ground lease offer for the attached ground lease contract, based on the \$4m Federal Government's Community Development Grant.

## Lodgement process

Submissions are to be lodged electronically by using the Tenderlink e-tendering website:

[www.tenderlink.com/vicpark](http://www.tenderlink.com/vicpark)

Tenders that are mailed, emailed, hand delivered or submitted by facsimile, or telephone will not be accepted.

## Evaluation process

Respondents who would like to be considered for the Edward Millen Adaptive Heritage Redevelopment are required to submit by the following time and date:

**2pm (AWST), 15 December 2020.**

Late or incomplete submissions will not be accepted.

Unsuccessful proponents will be advised in writing.

Submissions will be reviewed with the selection of preferred proponents undertaken by a panel of Town of Victoria Park representatives and other independent parties included at the Town's discretion.

The preferred respondent may be required to provide a more detailed business case following the selection of the preferred proponent, prior to the final execution of the ground lease.

The Town of Victoria Park reserves the right to conduct a financial review on the preferred proponents and their business case.

The preferred proponent's proposal will be used to progress the negotiations. However, such selection does not indicate acceptance of the proponent's submission.

Final approval will be required by Town of Victoria Park Council and will be subject to all Local Government Act requirements.

Note: Any preferred proposals will also be subject to relevant government approvals.

## Confidentiality

The nature of this invitation to tender is such that any material made available to the respondent with respect to the opportunity, including oral as well as written material, is confidential. A breach of confidentiality will be considered a breach of the terms and conditions and shall be grounds for rejection of the tender submission.

## DISCLOSURE OF INFORMATION

(a) The respondent agrees and acknowledges that its proposal is subject to the Freedom of Information Act 1992 (WA) and may be disclosed by the Town under a court order or upon request by Parliament or any committee of Parliament or if otherwise required by law.

(b) The respondent releases the Town from all liability whatsoever for any loss, injury, damage, liability, costs or expense resulting from the disclosure of its proposal by the Town.

## CONFLICT OF INTEREST

(a) The respondent must disclose to the Town any information that is or might be relevant to determining whether an actual, potential or perceived conflict of interest exists or might exist in relation to the respondent's offer.

(b) The Town may in its absolute discretion accept or reject the respondent's proposal if the Town considers that there is or may be actual, potential or perceived conflict of interest in connection with the respondent or the respondent's offer.



*Reconnecting the history of this heritage precinct with the Town of Victoria Park and the people of Perth is a major outcome*

## Contact

All enquiries are to be directed to:

**JON MORELLINI**  
Property Development and Leasing Manager  
Town of Victoria Park  
08 9311 8111  
JMorellini@vicpark.wa.gov.au



# Attachments

INVITATION TO TENDER

**Edward Millen Adaptive Heritage Redevelopment**

- ATTACHMENT 1 **Floor plans**..... 14
- ATTACHMENT 2 **Heritage information** – This information includes the Heritage Conservation Report, Heritage Agreement and an heritage floor plan interpretation. (Provided upon request).
- ATTACHMENT 3 **Tenure**.....20
- ATTACHMENT 4 **Federal Government grant** The Town of Victoria Park is close to finalising the agreement to receive \$4m in grant funding. This funding is to resolve the majority of the hazardous materials and structural issues of the buildings. (Provided upon request).
- ATTACHMENT 5 **Edward Millen Park Masterplan** (Provided upon request)
- ATTACHMENT 6 **Environmental reports** – The Town has proactively undertaken a number of environmental investigations, including PSIs and HBM reports. (Provided upon request)
- ATTACHMENT 7 **Ground lease** The Town's lawyers have prepared a ground lease for consideration. (Provided upon request)
- ATTACHMENT 8 **Heritage Interpretation Report** (Provided upon request)
- ATTACHMENT 9 **Feature survey** (Provided upon request)
- ATTACHMENT 10 **Victoria Park Investment Prospectus** (Provided upon request)
- ATTACHMENT 11 **Planning information** (Provided upon request)

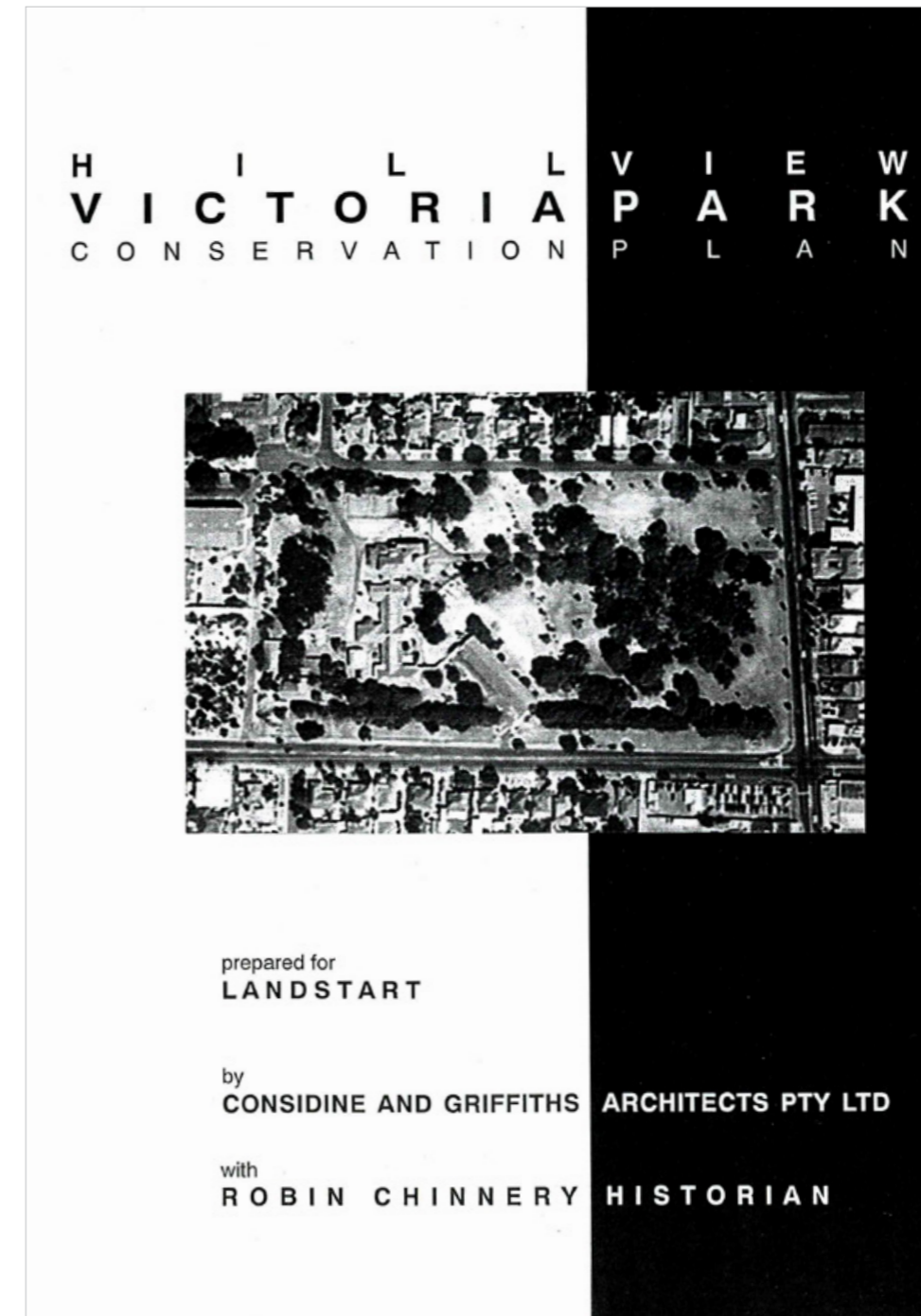


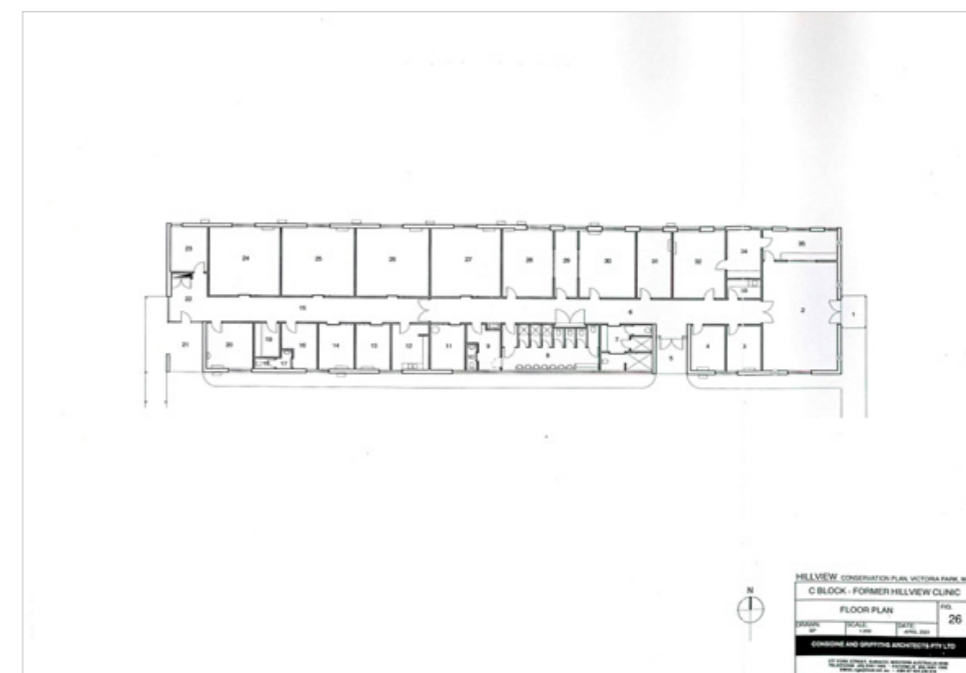
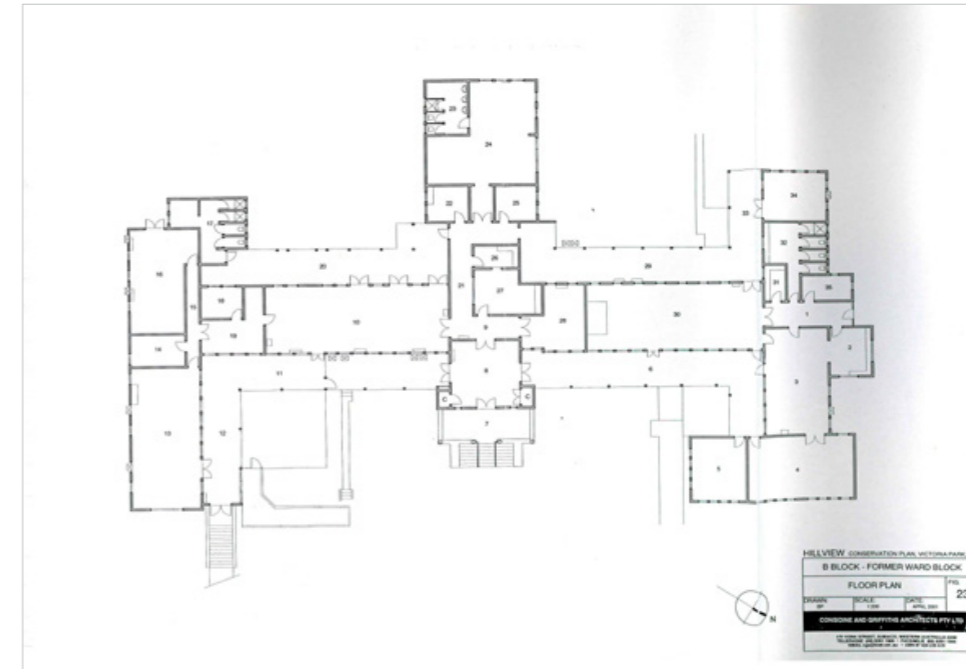
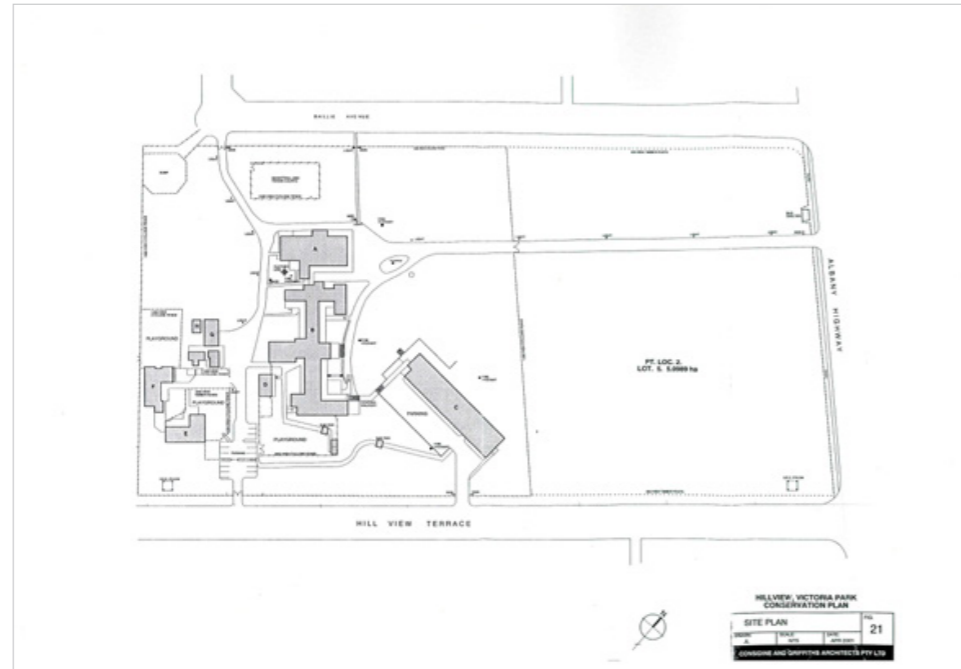
**WE'RE OPEN  
VIC PARK**

# Attachment 1 Floor plans

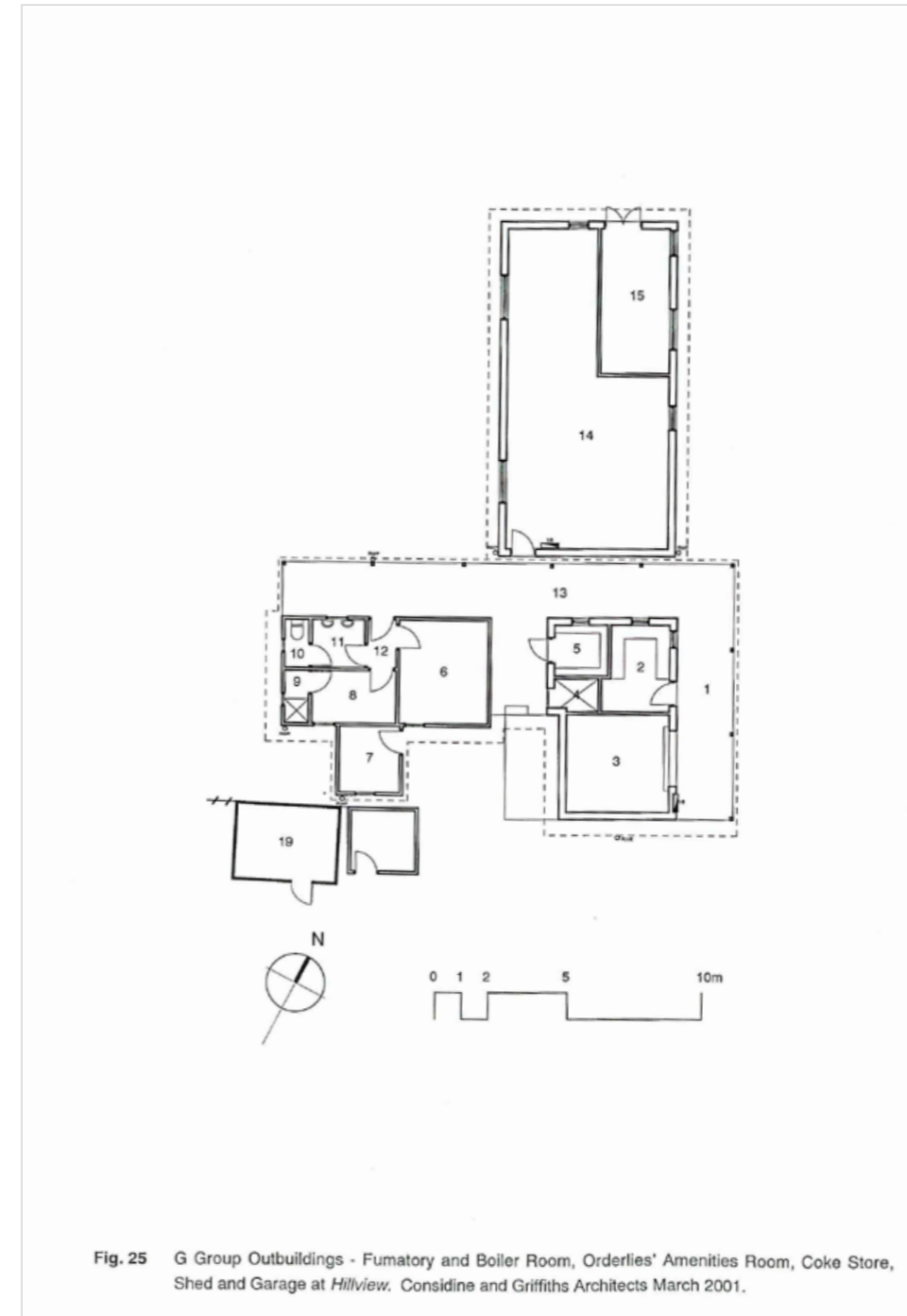
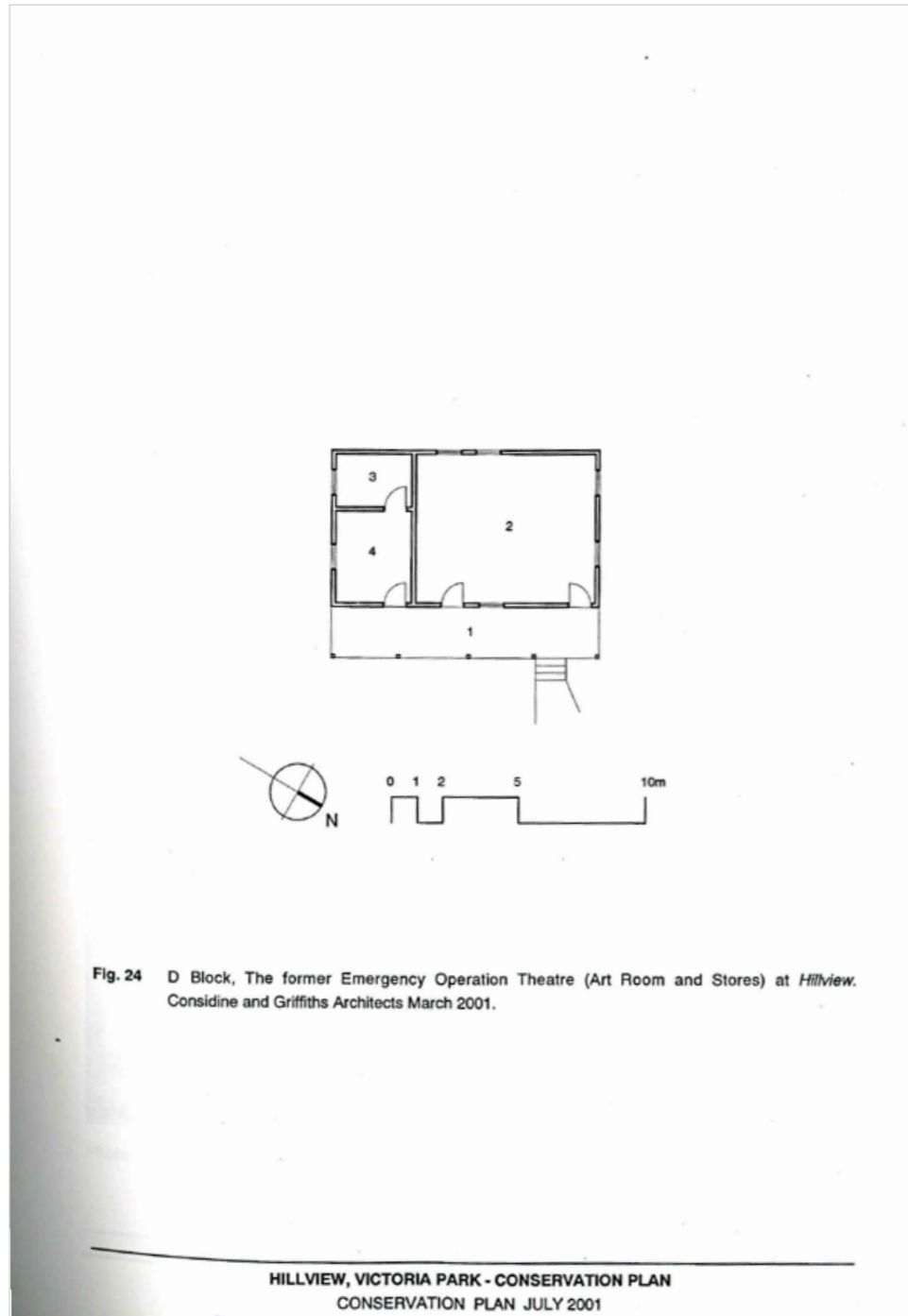
INVITATION TO TENDER

Edward Millen Adaptive Heritage Redevelopment












# Attachment 3 Tenure

INVITATION TO TENDER

Edward Millen Adaptive Heritage Redevelopment

 WESTERN AUSTRALIA	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td colspan="2" style="text-align: center;">REGISTER NUMBER <b>9000/DP41207</b></td> </tr> <tr> <td style="text-align: center;">DUPLICATE EDITION <b>2</b></td> <td style="text-align: center;">DATE DUPLICATE ISSUED <b>13/3/2006</b></td> </tr> </table>	REGISTER NUMBER <b>9000/DP41207</b>		DUPLICATE EDITION <b>2</b>	DATE DUPLICATE ISSUED <b>13/3/2006</b>
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DUPLICATE EDITION <b>2</b>	DATE DUPLICATE ISSUED <b>13/3/2006</b>				
<b>RECORD OF CERTIFICATE OF TITLE</b> UNDER THE TRANSFER OF LAND ACT 1893					
VOLUME <b>2616</b> FOLIO <b>534</b>					
<p>The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.</p>					
 REGISTRAR OF TITLES					
<b>LAND DESCRIPTION:</b> LOT 9000 ON DEPOSITED PLAN 41207					
<b>REGISTERED PROPRIETOR:</b> (FIRST SCHEDULE) TOWN OF VICTORIA PARK OF 99 SHEPPERTON ROAD, VICTORIA PARK (TF J643718 ) REGISTERED 2 MARCH 2006					
<b>LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:</b> (SECOND SCHEDULE)					
1. T3790/1953 2. *F409312 3. *J439754 4. *J643718 5. *J643719 6. *M621044 7.	EASEMENT TO THE STATE ENERGY COMMISSION OF WESTERN AUSTRALIA. SEE DEPOSITED PLAN 41207 AS SKETCH ON VOL 3114 FOL 773. REGISTERED 11.3.1953. MEMORIAL, HERITAGE OF WESTERN AUSTRALIA ACT 1990. LODGED 24.12.1993. EASEMENT BURDEN CREATED UNDER SECTION 27A OF T. P. & D. ACT - SEE DEPOSITED PLAN 41207. MEMORIAL, HERITAGE OF WESTERN AUSTRALIA ACT 1990. LODGED 20.9.2005. CONDITIONAL TENURE LAND. LAND SUBJECT TO CONDITIONS PURSUANT TO S75 L.A.A. MINISTER'S CONSENT REQUIRED TO TRANSFER OR ENCUMBER LAND. SEE INSTRUMENT J643718. REGISTERED 2.3.2006. MEMORIAL, LAND ADMINISTRATION ACT 1997 .SECTION 16. REGISTERED 2.3.2006. CAVEAT BY DISABILITY SERVICES COMMISSION AS TO PORTION ONLY LODGED 29.4.2014.				
<p>Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.                  * Any entries preceded by an asterisk may not appear on the current edition of the duplicate certificate of title.                  Lot as described in the land description may be a lot or location.</p>					
-----END OF CERTIFICATE OF TITLE-----					
<b>STATEMENTS:</b> The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.					
SKETCH OF LAND: PREVIOUS TITLE: PROPERTY STREET ADDRESS: LOCAL GOVERNMENT AREA:	DP41207. 2536-565. 15 HILL VIEW TCE, EAST VICTORIA PARK. TOWN OF VICTORIA PARK.				
END OF PAGE 1 - CONTINUED OVER					
LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon May 4 10:48:31 2015 JOB 47611792					
 www.landgate.wa.gov.au					

Attachment 3 Tenure

LANDGATE COPY OF ORIGINAL NOT TO SCALE Mon May 4 11:01:50 2015 JOB: 4/7612135

ED/VER	AMENDMENT	BY	SIGNATURE	DATE

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
(A)	EASEMENT	13(1)(b)1993	LOTS 10 & 9000	STATE ENERGY COMMISSION OF WESTERN AUSTRALIA	SEE NOTE 2	
(B)	EASEMENT (SEWERAGE)	SEC 27A T.P. & D. ACT	THIS PLAN	LOT 9000	WATER CORPORATION	

NOTE 2: THE EASEMENT DIMENSIONS ON THIS PLAN IS AN INTERPRETATION. SEE ORIGINAL DOCUMENT TENDR1993

DEPOSITED PLAN  
**41207**  
ORIGINAL  
SHEET 1 OF 1  
EDITION 1 VERSION 1



*Reconnecting the history of this heritage precinct with the Town of Victoria Park and the people of Perth is a major outcome*



## Contact

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All enquiries are to be directed to:

**JON MORELLINI**

Property Development and Leasing Manager

Town of Victoria Park

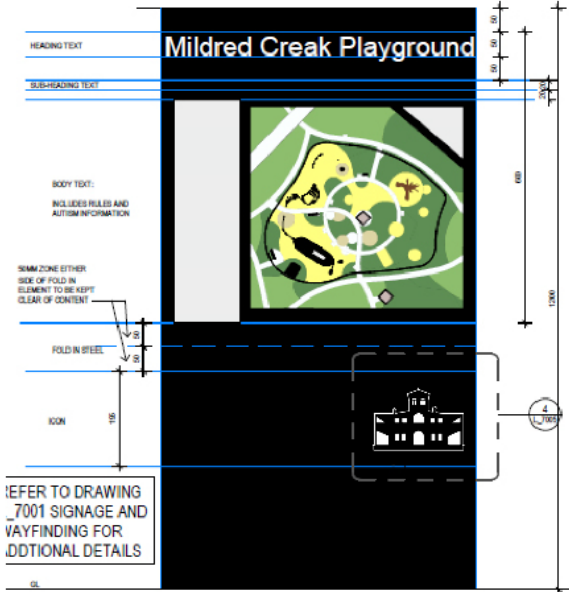
08 9311 8111

[JMorellini@vicpark.wa.gov.au](mailto:JMorellini@vicpark.wa.gov.au)

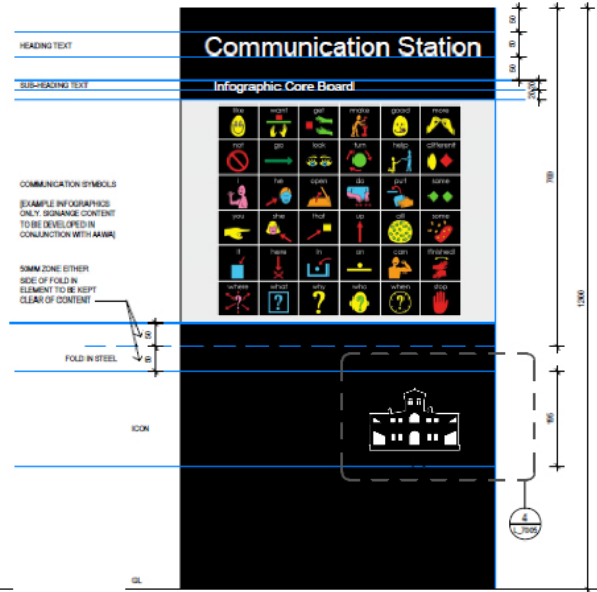


TOWN OF  
**VICTORIA PARK**

# LOGO – HERITAGE PRECINCT SIGNAGE



1 LPE-017 PLAYGROUND ENTRY SIGN\_ELEVATION  
1:5



2 LPE-016 COMMUNICATION STATION - INFOGRAPHIC CORE BOARD  
1:5



TOWN OF  
**VICTORIA PARK**



# ***Financial Activity Statement Report***

***For the month ended 31 March 2021***



**WE'RE OPEN  
VIC PARK**

## **Contents**

Statement of Financial Activity Variances

Proposed Budget Amendments

Accounting Notes

Service Unit Definitions

Statement of Financial Activity

Net Current Funding Position

Cash and Cash Investments

Receivables (Rates and Sundry Debtors)

Grants and Contributions

Reserve Funds

Capital Items

## Statement of Financial Activity Variances

### Material Variances Defined

For the purposes of reporting the material variances in the Statement of Financial Activity (by Service Unit) (as contained in this document), the following indicators, as resolved, have been applied –

#### Revenues (Operating and Non-Operating)

Service Unit material variances will be identified where, for the period being reviewed, the actual varies to budget by an amount of (+) or (-) \$25,000 and, in these instances, an explanatory comment will be provided.

#### Expenses (Operating, Capital and Non-Operating)

Service Unit material variances will be identified where, for the period being reviewed, the actual varies to budget by an amount of (+) or (-) \$25,000 and, in these instances, an explanatory comment will be provided.

Before commenting on each of the specific material variances identified it is important to note that, whilst many accounts will influence the overall variance, only those accounts within the affected Service Unit that significantly contribute to the variance will be highlighted.

For the purposes of explaining each variance, a multi-part approach has been taken. The parts are –

1. Period Variation – Relates specifically to the value of the variance between the Budget and Actual figures for the period being reviewed.
2. Primary Reason – Explains the primary reasons for the period variance. As the review is aimed at a higher-level analysis, only major contributing factors are reported.
3. Budget Impact – Forecasts the likely \$ impact on the year end surplus or deficit position. It is important to note that values in this part are indicative only at the time of reporting, for circumstances may subsequently change.

### Material Variances Explained

The Financial statements are presented based on the new organisational structure

As shown in the in the Statement of Financial Activity (contained within this document), the following variances have been identified -



## **Operating Revenue**

### Chief Executive Office

No material variance to report

### Community Planning

- **Urban Planning**

- The period variation is favourable to period budget by **\$48,705**.
- The variation predominantly relates to an increase in the number of applications have been received by the department, which is attributed to COVID economic stimulus initiatives. This has resulted in higher than expected Fees & Charges revenue to date.
- The estimated impact on the year end position is expected to be an increase in Fees & Charges revenue.

### Finance

- **Corporate Funds**

- The period variation is unfavourable to period budget by **\$332,128**.
- The variation is predominantly a result of Actuals YTD interest on Muni Funds being less than Budget YTD expectations by \$270,346.
- The estimated impact on the year end position is expected to be a decrease in interest earnings.

- **Leisurelife**

- The period variation is unfavourable to period budget by **\$75,937**.
- The variation is predominantly a result of Actuals YTD being less than Budget YTD expectations for Fees & Charges- namely Court Hire down by \$29,418, Gym sales down by \$22,201, Bingo down by \$9,579, Facility Hire down by \$6,788 and Badminton down by \$5,800
- The estimated impact on the year end position is expected to be reduced Fees & Charges Revenue.

- **Parking**

- The period variation is favourable to period budget by **\$73,107**.
- The variation predominantly a result of Actuals YTD for parking infringements higher than Budget YTD expectations by \$99,060.
- The estimated impact on the year end position is nil as this is a budget timing variance.

### Operations

- **Asset Planning**

- The period variation is unfavourable to period budget by **\$64,368**.
- The variation predominantly relates to Actual YTD revenues being lower than Budget YTD expected lease revenue received and capital funding that has not been received.
- The estimated impact on the year end position is nil as this is a budget timing variance.

- **Street Operations**

- The period variation is favourable to period budget by \$26,849.
- The variation predominantly relates line marking works that was completed early then the claim for payment was submitted early.
- The estimated impact on the year end position is nil as this is a budget timing variance

## Operating Expense

### Chief Executive Office

- **Chief Executive Office**

- The period variation is favourable to period budget by **\$50,107**
- The variation predominantly relates to Actuals YTD payments for expenses being less than YTD budget expectations for namely - subscriptions, legal fees and vehicle operation.
- The estimated impact on the year end position is nil as this is a budget timing variance.

- **Customer Relations**

- The period variation is favourable to period budget by **\$54,488**.
- The variation predominantly relates to unfilled vacant positions within the Customer Relations service area, with salary and superannuation expenses Actuals YTD being less than YTD budget expectations.
- The estimated impact on the year end position is nil as this is considered a budget timing variance.

- **Human Resources**

- The period variation is favourable to period budget by **\$183,100**.
- The variation predominantly relates to Actuals YTD being less than Budget YTD expectations in agency staff by \$41,400, recruitment by \$16,891 with expenditure anticipated to increase due to recruitment activity, organisational development by \$91,082 which current commitments will reduce this amount. Consideration of staff survey recommencing in next 2 months will also reduce variance.
- The estimated impact on the year end position is nil as this is considered a budget timing variance.

- **Leadership and Governance**

- The period variation is favourable to period budget by **\$53,019**.
- The variation predominantly relates to Actuals YTD expenses being less than budget YTD expectations for salaries \$15,989 due to vacancies, training \$10,555, consultancy \$8,291, legal services \$7,000 and refreshments & receptions \$6,624.
- The estimated impact on the year end position is nil as this is considered a budget timing variance.

### Community Planning

- **Building Services**

- The period variation is favourable to period budget by **\$52,568**.
- The variation predominantly relates to reduced annual leave being taken and corresponding reduced agency staff expenditure to cover positions. NB: Staff member taking LSL in April 2021.
- The estimated impact on the year end position is nil as this is considered a budget timing variance.

- **Community Development**

- The period variation is favourable to period budget by **\$193,050**.
- The variation predominantly relates to YTD Actuals expenses being less than Budget YTD expectations due to an unfilled staff vacancy; phasing alignment to invoicing for Arts Season and events; and events strategy / social needs analysis consultancy; applications for Safer Neighbourhood programs.

- Cultural Engagement salaries - under \$10,945
  - Safer Neighbourhoods Programs – under \$29,971
  - Art Season invoicing – under \$4,778
  - Events invoicing – under \$5,000
  - Operating subsidies invoice - \$61,964
  - Events invoicing – under \$67,970
  - Consultancy phasing (social needs analysis / events strategy) – under \$30,000

\$210,628 under spend represented above.

- The estimated impact on the year end position is nil as this is considered a budget timing variance.

- **Economic Development**

- The period variation is favourable to period budget by **\$50,221**.
- The variation predominantly relates to Actual YTD for expenses being less than Budget YTD expectations as below.
  - Launch of Explore More tourism maps were pushed back from initial intended date- will now launch March.
  - Underspend on Invest Vic Park campaign due to changes in Communications team impacting the Communications Plan rolling out.
  - Underspend on Visit Perth budget due to change in projects delivered from this budget, and a pushback of deadlines due to capacity.
- The estimated impact on the year end position is nil as this is considered a budget timing variance.

- **Environmental Health**

- The period variation is favourable to period budget by **\$27,293**.
- The variation predominantly relates to Actual YTD for salaries being less than Budget YTD expectations.
- The estimated impact on the year end position is nil as this is considered a budget timing variance.

- **Healthy Community**

- The period variation is favourable to period budget by **\$29,911**.
- The variation predominantly relates to Actual YTD for salaries being less than Budget YTD expectations as below.
- The estimated impact on the year end position is nil as this is considered a budget timing variance.

- **Library Services**

- The period variation is favourable to period budget by \$74,466.
- The variation predominantly relates to Actuals YTD for expenses being less than Budget YTD expectations as below.
  - \$32,297 of the variance relates to staff vacancies within the service area.
  - \$26,864 of the variance relates to program delivery and collection development of library stock.
  - \$14,269 of the variance relates to the timing of ordering required of supplies.
- The estimated impact on the year end position is nil as this is considered a budget timing variance.

- **Place Management**

- The period variation is unfavourable to period budget by \$52,883.
- The variation predominantly relates to Actuals YTD for expenses being more than Budget YTD expectations as below.
  - COVID 19 account \$61,999.
  - Urban Forest Strategy account \$41,451.
- There is a favourable variance for consultancy expenses of \$49,426 due to the delay in projects
- The estimated impact on the year end position is nil as this is considered a budget timing variance.
- 

- **Strategic Town Planning**

- The period variation is favourable to period budget by \$69,815.
- The variation predominantly relates to Actuals YTD for consultancy expenses being less than Budget YTD expectations by \$49,887 due to a delay in projects.
- The estimated impact on the year end position is nil as this is a budget timing variance.

- **Urban Planning**

- The period variation is favourable to period budget by \$119,195.
- The variance predominately relates to underspend within the service area for salary, consultancy and Design Review Panel expenditure expected year to date.
- The estimated impact on the year end position is expected to be nil.
- 

Finance

- **Aqualife**

- The period variation is unfavourable to period budget by \$30,440.
- The variation predominantly relates to Actual YTD for expenses being more than Budget YTD expectations for salaries as additional staffing resources were required because of higher facility and membership attendances.
- The estimated impact on the year end position is nil as this is a budget timing variance.

- **Corporate Funds**

- The period variation is unfavourable to period budget by **\$119,163**.
- The variation predominantly relates to Actual YTD for expenses being more than Budget YTD expectations for loan interest expenses.
- The estimated impact on the year end position is nil as this is a budget timing variance.

- **Financial Services**

- The period variation is favourable to period budget by **\$87,255**.
- The variation predominantly relates to Actual YTD for expenses being less than Budget YTD expectations for employee costs \$36,984, bank charges \$12,440, bank fees \$5,492, legal services \$7,879, probity services \$5,219.
- The estimated impact on the year end position is nil as this is a budget timing variance.

- **Information Systems**

- The period variation is unfavourable to period budget by **\$121,908**.
- The variation predominantly relates to Actuals YTD for software being more than Budget YTD expectations.
- The estimated impact on the year end position is expected to be an increase in operating expenses.

- **Leisurelife**

- The period variation is favourable to period budget by **\$87,633**.
- The variation predominantly relates to Actuals YTD for expenses being less than Budget YTD expectations for employee costs \$45,126, bingo \$10,583, minor equipment \$3,765.
- The estimated impact on the year end position is nil as this is a budget timing variance.

- **Parking**

- The period variation is favourable to period budget by **\$235,375**.
- The variation predominantly relates to Actuals YTD for expenses being less than Budget YTD expectations for employee costs \$68,530, consultancy \$61,479, software \$29,621, vehicle operation \$21,206 and Fines Enforcement Register fees \$16,825.
- The estimated impact on the year end position is nil as this is a budget timing variance.

- **Ranger Services**

- The period variation is favourable to period budget by **\$55,540**.
- The variation predominantly relates to Actuals YTD for expenses being less than Budget YTD expectations for vehicle operation \$16,012, pound operation \$15,946, fire hazard removal \$8,355 and vet services \$5,241
- The estimated impact on the year end position is nil as this is a budget timing variance.

## Operations

### • **Asset Planning**

- The period variation is favourable to period budget by **\$223,163**.
- The favourable variance predominantly relates to overall underspend within maintenance of buildings and consultancy spend relating to Asset Management Plans.
- Commitments have been entered and it is anticipated the budgeted spend will occur within remainder of the year.
- The expected impact on year end position is nil as this is a budget timing variance

### **Parks & Reserves**

- The period variation is favourable to period budget by **\$885,969**.
- The variation predominantly relates to Actual YTD for expenses less than Budget YTD expectations for below:
  - Some delay in tree pruning invoicing,
  - Reduced costs of watering due to new tender
  - Staff vacancies to be filled
- The estimated impact on the year end position is nil as this is a budget timing variance.

### • **Project Management**

- The period variation is favourable to period budget by **\$185,650**.
- The variation predominantly relates to Actual YTD for expenses being less than Budget YTD expectations for consultancy \$121,387 and employee costs \$38,021.
- The estimated impact on the year end position is nil as this is a budget timing variance.
- 

### • **Property Development and Leasing**

- The period variation is favourable to period budget by **\$105,251**.
- The variation predominantly relates to Actual YTD for expenses being less than Budget YTD expectations for consultancy \$107,965.
- The estimated impact on the year end position is nil as this is a budget timing variance.

### • **Street Improvement**

- The period variation is favourable to period budget by **\$104,143**
- The variation predominantly relates to Actuals YTD being less than Budget YTD for expenses due to unfilled staff vacancies and timing of payment for consultancy services.
- The estimated impact on the year end position is nil as this is a budget timing variance.

### • **Street Operations**

- The period variation is favourable to period budget by **\$217,778**.
- The variation predominantly relates to Actuals YTD being less than Budget YTD for expenses due to timing of invoices and the number of CRMs been raised.
  - Road maintenance works -\$52k
  - Drainage maintenance - \$43k
- The estimated impact on the year end position is nil as this is a budget timing variance.

- **Waste Services**

- The period variation is favourable to period budget by [\\$442,560](#).
- The variation predominantly relates to Actuals YTD being less than Budget YTD for expenses due to timing of invoices and the number of CRMs been raised.
  - Bin repairs - \$33k
  - Bin litter repair and maintenance - \$12k
  - Recycling - \$26K
  - Tip fees processable - \$67k
  - Tip fees non-processable - \$31k
  - Green waste collection - \$64k
- The estimated impact on the year end position is nil as this is a budget timing variance.



## Capital Expense

### Chief Executive Office

No material variance to report

### Community Planning

No material variance to report

### Finance

#### • Information Systems

- The period variation is favourable to period budget by \$100,249.
- The variation predominantly relates to Actual YTD for capital expenses being less than Budget YTD expectations as below:
  - Information Technology Upgrade \$90,694
  - Information Technology New \$9,555
- The estimated impact on the year end position is nil as this is a budget timing variance.

### Operations

#### • Asset Planning

- The period variation is favourable to period budget by \$135,000.
- The favourable variance predominantly relates to underspend to date for the Carlisle Reserve Club Room refurbishment.
- This project is underway and commitments have been entered. It is expected to be completed soon.
- The estimated impact on the year end position is nil as this is a budget timing variance.

#### • Fleet Services

- The period variation is favourable to period budget by \$167,024.
- The favourable variance predominantly relates to the postponed payments for some new plants due to delays in the supply chain. The main heavy fleet items affected being the Flocon truck and forklift. Delivery of all remaining heavy and light fleet is expected by the end of the financial year.
- The estimated impact on the year end position is nil as this is a budget timing variance.

#### • Parks & Reserves

- The period variation is favourable to period budget by \$215,719.
- The variation predominantly relates to Actual YTD for capital expenses being less than Budget YTD expectations due to delays in starting of GO Edwards stage 4 & 5, possible some of the work will carry over to be completed early in the new financial year.
- The estimated impact on the year end position is future carry over projects into the 2021/22 budget.

- **Street Operations**

- The period variation is favourable to period budget by \$2,738,770.
- The variation predominantly relates to Actual YTD for capital expenses being less than Budget YTD expectations due to design delays and therefore works have not commenced.
- The estimated impact on the year end position is future carry over projects into 2021/22 budget are as below:
  - Hordern and Geddes Intersection (Blackspot) - \$203k
  - Hordern and McMillan Intersection (Blackspot) - \$256k
  - Archer and Orrong Intersection (Blackspot) - \$1.3m
  - Rutland Avenue Shared Path (Miller to GEH) - \$1.6m
  - Carpark #8 Renewal - Kent Street Bowling Club - \$40k
  - Mirvac - Lighting Replacement - \$150k

### **Non-Operating Revenue**

#### Operations

- **Fleet Services**

- The period variation is unfavourable to period budget by \$130,785.
- The variation is predominantly a result of Actuals YTD being less than Budget YTD expectations as assets were expected to have been sold.
- The estimated impact on the year end position is nil as this is a budget timing variance.

### **Non-Operating Expenses**

No material variance to report

### **Non-Cash Adjustments**

- **Depreciation**

- The period variation is unfavourable to period budget by \$9,728,640.
- The variation relates to the depreciation not being raised for the financial year due to the Office of the Auditor General not providing sign off for the Town's Annual Financial Report.
- The estimated impact on the year end position is nil as this is a non-cash budget item and is a budget timing variance.

## Proposed Budget Amendments

**To increase the sales proceeds budget by \$24,000 for the disposal of assets 183VPK and 1GVL028.**

The Manager of Technical Services has requested approval for the sale of two fleet vehicles that are no longer required. Currently there is an increase of demand for used vehicles and the resale value is expected to be higher than what the Town would typically receive.

## Accounting Notes

### Significant Accounting Policies

The significant accounting policies that have been adopted in the preparation of this document are:

#### Basis of Preparation

The document has been prepared in accordance with applicable Australian Accounting Standards (as they apply to local government and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations.

The document has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

#### The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this document.

In the process of reporting on the local government as a single unit, all transactions and balances between those Funds (for example, loans and transfers between Funds) have been eliminated.

#### 2020 - 2021 Actual Balances

Balances shown in this document as 2020-2021 Actual are subject to final adjustments.

#### Rounding Off Figures

All figures shown in this document, other than a rate in the dollar, are rounded to the nearest dollar.

#### Rates, Grants, Donations and Other Contributions

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

Operating grants, subsidies and contributions are grants, subsidies or contributions that are not non-operating in nature. Non-operating grants, subsidies and contributions are amounts received for the

acquisition or construction of recognisable non-financial assets to be controlled by the local government.

## **Superannuation**

The Council contributes to a number of Superannuation Funds on behalf of employees. All funds to which the Council contributes are defined contribution plans.

## **Goods and Services Tax**

Revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables in the statement of financial position are stated inclusive of applicable GST. The net amount of GST recoverable from, or payable to, the ATO is included with receivables on payables in the statement of financial position. Cash flows are presented on a Gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

## **Cash and Cash Equivalents**

Cash and cash equivalents include cash on hand, cash at bank, deposits held at call with banks, other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and that are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are shown as short-term borrowings in current liabilities.

## **Trade and Other Receivables**

Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

## **Inventories**

### General

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

### Land Held for Resale

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.

Revenue arising from the sale of property is recognised as at the time of signing an unconditional contract of sale. Land held for resale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

## **Fixed Assets**

Each class of fixed asset is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

### Initial Recognition

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost, or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Council includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Council and the cost of the item can be measured reliably. All other repairs and maintenance are recognised as expenses in the period in which they are incurred.

### Revaluation

Certain asset classes may be re-valued on a regular basis such that the carrying values are not materially different from fair value. For infrastructure and other asset classes, where no active market exists, fair value is determined to be the current replacement cost of an asset less, where applicable, accumulated depreciation calculated on the basis of such cost to reflect the already consumed or expired future economic benefits of the asset. Increases in the carrying amount arising on revaluation of assets are credited to a revaluation surplus in equity. Decreases that offset previous increases of the same asset are recognised against revaluation surplus directly in equity; all other decreases are recognised in profit or loss. Any accumulated depreciation at the date of revaluation is eliminated against the gross carrying amount of the asset and the net amount is restated to the re-valued amount of the asset.

Those assets carried at a re-valued amount, being their fair value at the date of revaluation less any subsequent accumulated depreciation and accumulated impairment losses, are to be re-valued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

### Land Under Roads

In Western Australia, all land under roads is Crown land, the responsibility for managing which, is vested in the local government. Council has elected not to recognise any value for land under roads acquired on or before 30 June 2008. This accords with the treatment available in Australian Accounting Standard AASB 1051 Land Under Roads and the fact Local Government (Financial Management) Regulation 16 (a) (i) prohibits local governments from recognising such land as an asset. In respect of land under roads acquired on or after 1 July 2008, as detailed above, Local Government (Financial Management) Regulation 16 (a) (i) prohibits local governments from recognising such land as an asset.

Whilst such treatment is inconsistent with the requirements of AASB 1051, Local Government (Financial Management) Regulation 4 (2) provides, in the event of such an inconsistency, the Local Government (Financial Management) Regulations prevail. Consequently, any land under roads acquired on or after 1 September 2008 is not included as an asset of the Council.

### Depreciation of Non-Current Assets

All non-current assets having a limited useful life (excluding freehold land) are systematically depreciated over their useful lives in a manner that reflects the consumption of the future economic benefits embodied in those assets. Assets are depreciated from the date of acquisition or, in respect of internally constructed assets, from the time the asset is completed and held ready for use. Depreciation is recognised on a straight-line basis, using rates that are reviewed each reporting period. Major depreciation periods are:

Buildings	40 years
Furniture and Equipment	5 – 10 years
Plant and Machinery	2 – 10 years
Sealed Roads - Clearing and Earthworks	Not depreciated
- Construction and Road Base	5 – 80 years
- Original Surface / Major Resurface	5 – 80 years
Drainage	5 – 80 years
Pathways	5 – 80 years
Parks and Reserves	5 – 80 years

Asset residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period. An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount. Gains and losses on disposals are determined by comparing proceeds with the carrying amount. When revalued assets are sold, amounts included in the revaluation surplus relating to that asset are transferred to retained earnings.

### Capitalisation Threshold

Assets with a value below \$5,000 at the time of acquisition, are excluded from the assets reported in the financial report. These assets are instead reported as an expense in the year of acquisition.

### **Financial Instruments**

#### Initial Recognition and Measurement

Financial assets and financial liabilities are recognised when the Council becomes a party to the contractual provisions to the instrument. For financial assets, this is equivalent to the date that the Council commits itself to either the purchase or sale of the asset (i.e. trade date accounting is adopted). Financial instruments are initially measured at fair value plus transaction costs, except where the instrument is classified 'at fair value through profit or loss', in which case transaction costs are expensed to profit or loss immediately.

### Classification and Subsequent Measurement

Financial instruments are subsequently measured at fair value, amortised cost using the effective interest rate method or cost. Fair value represents the amount for which an asset could be exchanged, or a liability settled, between knowledgeable, willing parties. Where available, quoted prices in an active market are used to determine fair value. In other circumstances, valuation techniques are adopted.

Amortised cost is calculated as:

- a. the amount in which the financial asset or financial liability is measured at initial recognition;
- b. less principal repayments;
- c. plus, or minus the cumulative amortisation of the difference, if any, between the amount initially recognised and the maturity amount calculated using the effective interest rate method; and
- d. less any reduction for impairment.

The effective interest method is used to allocate interest income or interest expense over the relevant period and is equivalent to the rate that discounts estimated future cash payments or receipts (including fees, transaction costs and other premiums or discounts) through the expected life (or when this cannot be reliably predicted, the contractual term) of the financial instrument to the net carrying amount of the financial asset or financial liability. Revisions to expected future net cash flows will necessitate an adjustment to the carrying value with a consequential recognition of an income or expense in profit or loss.

### Financial assets at fair value through profit and loss

Financial assets at fair value through profit or loss are financial assets held for trading. A financial asset is classified in this category if acquired principally for the purpose of selling in the short term. Derivatives are classified as held for trading unless they are designated as hedges. Assets in this category are classified as current assets.

### Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost. Loans and receivables are included in current assets where they are expected to mature within 12 months after the end of the reporting period.

### Held-to-maturity investments

Held-to-maturity investments are non-derivative financial assets with fixed maturities and fixed or determinable payments that the Council's management has the positive intention and ability to hold to maturity. They are subsequently measured at amortised cost. Held-to-maturity investments are included in current assets where they are expected to mature within 12 months after the end of the reporting period. All other investments are classified as non-current. They are subsequently measured at fair value with changes in such fair value (i.e. gains or losses) recognised in other comprehensive income (except for impairment losses). When the financial asset is derecognised, the



cumulative gain or loss pertaining to that asset previously recognised in other comprehensive income is reclassified into profit or loss.

#### Available-for-sale financial assets

Available-for-sale financial assets are non-derivative financial assets that are either not suitable to be classified into other categories of financial assets due to their nature, or they are designated as such by management. They comprise investments in the equity of other entities where there is neither a fixed maturity nor fixed or determinable payments.

They are subsequently measured at fair value with changes in such fair value (i.e. gains or losses) recognised in other comprehensive income (except for impairment losses). When the financial asset is derecognised, the cumulative gain, or loss, pertaining to that asset previously recognised in other comprehensive income is reclassified into profit or loss.

Available-for-sale financial assets are included in current assets, where they are expected to be sold within 12 months after the end of the reporting period. All other financial assets are classified as non-current.

#### Financial liabilities

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost.

#### Impairment

At the end of each reporting period, the Council assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a prolonged decline in the value of the instrument is considered to determine whether impairment has arisen. Impairment losses are recognised in profit or loss. Any cumulative decline in fair value is reclassified to profit or loss at this point.

#### Derecognition

Financial assets are derecognised where the contractual rights for receipt of cash flows expire or the asset is transferred to another party, whereby the Council no longer has any significant continual involvement in the risks and benefits associated with the asset.

Financial liabilities are derecognised where the related obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability extinguished or transferred to another party and the fair value of the consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

### **Contract Assets**

A contract asset is the right to consideration in exchange for goods or services the entity has transferred to a customer when that right is conditioned on something other than the passage of time.

### **Impairment**

In accordance with Australian Accounting Standards the Council's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired. Where such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount.

Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss unless the asset is carried at a revalued amount in accordance with another standard (e.g. AASB 116). For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset. At the time of adopting the Annual Budget, it was not possible to estimate the amount of impairment losses (if any) as at 30 June 2020. In any event, an impairment loss is a non-cash transaction and consequently, has no impact on the Annual Budget.

### **Trade and Other Payables**

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

### **Lease Liabilities**

The present value of future lease payments not paid at the reporting date, discounted using the incremental borrowing rate where the implicit interest rate in the lease is not readily determined.

### **Contract liabilities**

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer. Grants to acquire or construct recognisable non-financial assets to be controlled by the Town are recognised as a liability until such time as the Town satisfies its obligations under the agreement.

### **Employee Benefits**

Provision is made for the Council's liability for employee benefits arising from services rendered by employees to the end of the reporting period. Employee benefits that are expected to be settled within one year have been measured at the amounts expected to be paid when the liability is settled.

Employee benefits payable later than one year have been measured at the present value of the estimated future cash outflows to be made for those benefits. In determining the liability, consideration is given to employee wage increases and the probability that the employee may not

satisfy vesting requirements. Those cash flows are discounted using market yields on national government bonds with terms to maturity that match the expected timing of cash flows.

### **Borrowing Costs**

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction, or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

### **Provisions**

Provisions are recognised when the Town has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result, and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

### **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. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where the Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non-current based on the Council's intentions to release for sale.

### **Comparative Figures**

Where required, comparative figures have been adjusted to conform to changes in presentation for the current reporting period.

### **Budget Comparative Figures**

Unless otherwise stated, the Budget comparative figures shown in this Budget document relate to the original Budget estimate for the relevant item of disclosure.

## Service Unit Definitions

The Town operations, as disclosed in this report, encompass the following service-oriented Service Units –

### **Chief Executive Office**

#### Chief Executive Office

The Chief Executive Office leads and supports the transformation of the organisation into a customer-focused, culturally constructive, legislatively compliant, sector-leading entity, with a primary focus on the Service Areas within the Chief Executive Office functional area.

#### Communications and Engagement

Communications and Engagement manages the brand and reputation of the Town. This is achieved through developing clear and accessible messaging, consulting with the community, delivering key messages through various channels and working to reach the appropriate audiences through strategically executed marketing, engagement and communication planning.

#### Customer Relations

Customer Relations manages the Customer Service Contact Centre, which is the first point of contact for the organisation, and monitors performance against the Town's Customer Service Charter.

#### Leadership and Governance

The Leadership and Governance Service Area is committed to responsibly managing the Town on behalf of the residents and ratepayers of the District through collaboration, knowledge-sharing and good governance.

#### Human Resources

Human Resources is responsible for the development and implementation of occupational health and safety compliance, staff development, employee relations, recruitment and payroll services of the Town.

### **Community Planning**

#### Building Services

Building Services provide services to ensure buildings are safe, liveable, accessible and sustainable, and meet statutory requirements.

#### Community Development

The Community Development team's vision is an empowered Victoria Park, which will be achieved through the mission of community capacity building.

### Community Planning Office

The Community Planning Office leads and supports the transformation of the organisation into a customer-focused, culturally constructive, legislatively compliant, sector-leading entity, with a primary focus on the Service Areas within the Community Planning functional area.

### Digital Hub

The Digital Hub provides free digital literacy and online training for the local community, not-for-profit organisations and local business operators.

### Economic Development

Economic Development seeks to increase the economic growth of the district through fostering business attraction and retention, tourism, marketing, community initiatives and creating robust relationships.

### Environmental Health

Environmental Health seeks to promote good standards of public health via the many hospitality outlets in the area and the community in general.

### General Compliance

The General Compliance Area liaise with and direct property owners and developers to ensure built form building and planning requirements are adhered to at all times.

### Healthy Community

The Healthy Community team connect people to services, resources, information, facilities, and experiences that enhance their physical and social health and wellbeing.

### Library Services

Library Services plays a pivotal role in providing our community with access to resources, knowledge and technology in a safe, nurturing environment.

### Place Management

The Place Management Service Area implements programs, that are suitable for the particular targeted section of the community, to improve places within the District or, where the community is satisfied with the standard of operation, to maintain the already attained standard.

### Strategic Town Planning

Strategic Town Planning develops strategies for the future growth of the Town, with the aims of creating a vibrant community and improving the quality of life for residents.

### Urban Planning

Urban Planning assesses applications for development approval and subdivision, provides advice to the community and ensures land is appropriately used and developed.

### **Finance**

#### Aqualife

The Aqualife Centre aims to improve community health and wellbeing; and to provide a safe and welcoming environment for the community to meet and socialise, primarily through aquatic recreation.

#### Budgeting

The Budgeting Area includes the administration of non-cash expenditure and revenue associated with local government accounting requirements, including profit and loss and depreciation.

#### Corporate Funds

The Corporate Funds includes the management of loans, reserve fund transfers, restricted and trust funds, rate revenue and corporate grants funding.

#### Finance Office

The Finance Office leads and supports the transformation of the organisation into a customer-focused, culturally constructive, legislatively compliant, sector-leading entity, with a primary focus on the Service Areas within the Finance functional area.

#### Financial Services

The key role of Financial Services is to manage and control the Town's finances in a sound and prudent manner.

#### Information Systems

Information Systems assists the Town in operating efficiently with the smooth running of essential business computer programs and systems.

#### Leisurelife

The Leisurelife Centre aims to improve community health and wellbeing, and to provide a safe and welcoming environment for the community to meet and socialise, primarily through active recreation.

#### Parking

The Parking Management section guides future parking initiatives within the Town, ensuring equitable access for everyone, whilst also monitoring existing parking areas and ensuring a safer community.

#### Rangers

Ranger Services offer a 24 hours-a-day / 7 days-a-week service to help ensure community safety in the areas of Dog and Cat management and Local Law enforcement.

#### **Operations**

##### Asset Planning

Asset Planning provides services to manage and maintain Council facilities and their related assets.

##### Environment

The Environment Area is committed to preserving and enhancing natural areas and recognises not only the ecological benefits of protecting natural assets, but also the social and recreational benefits as well.

##### Fleet Services

Fleet Services oversees the various items of light fleet, heavy fleet and plant and equipment.

##### Operations Office

The Operations Office leads and supports the transformation of the organisation into a customer-focused, culturally constructive, legislatively compliant, sector-leading entity, with a primary focus on the Service Areas within the Operations functional area.

##### Parks and Reserves

The Parks and Reserves Section delivers high quality horticultural works to parks, reserves and streetscapes.

##### Project Management

Project Management assists in improving the standards of project management and project delivery and delivers nominated projects on behalf of the Town.

##### Property Development and Leasing

Property Management and Leasing assists in strategic property development projects and property leasing requirements on behalf of the Town.

##### Street Improvement

Street Improvement provides engineering advice, design, planning, and road safety initiatives.

#### Street Operations

Street Operations ensure the maintenance and renewal of roads, pathways, drainage and associated assets.

#### Waste

Waste Management implements waste collection, minimisation and disposal in a sustainable manner.



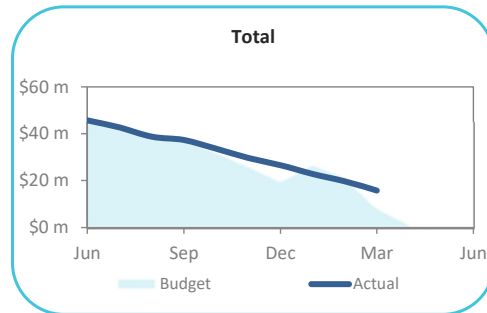
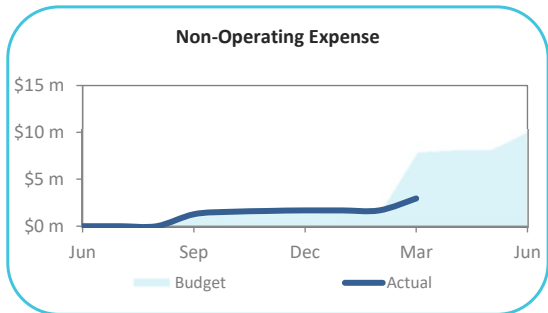
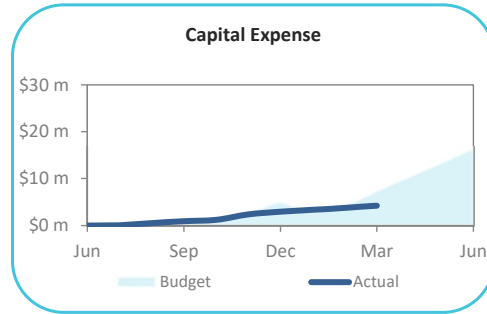
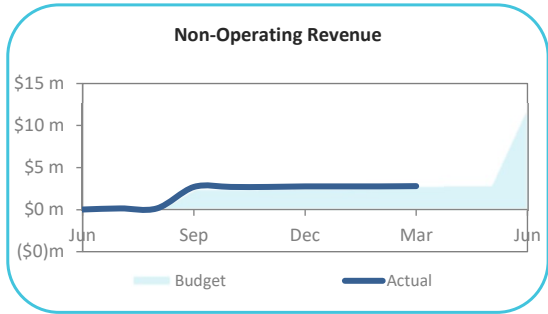
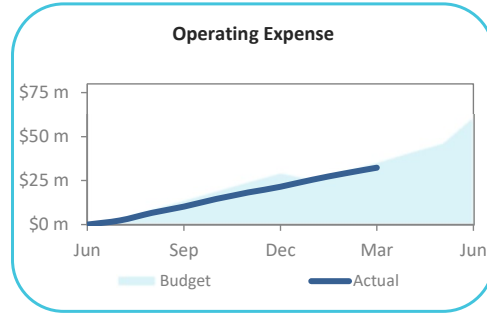
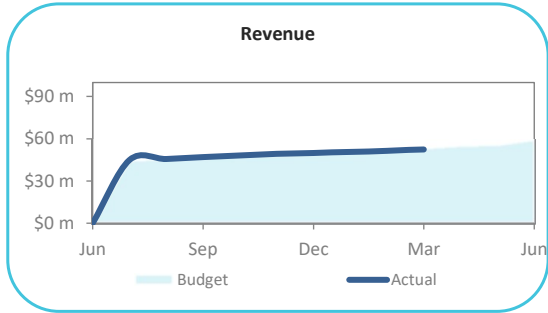
Particulars	Material Variance		31 March 2021		
	\$	%	Revised Budget \$	Year-to-Date Budget \$	Year-to-Date Actual \$
<b>Revenue</b>					
<b>Chief Executive Office</b>			<b>22,896</b>	<b>19,626</b>	<b>9,045</b>
Chief Executive Office			12,806	10,349	577
Communications and Engagement			0	0	0
Customer Relations			0	0	0
Human Resources			2,999	2,186	1,376
Leadership and Governance			7,091	7,091	7,092
<b>Community Planning</b>			<b>1,132,388</b>	<b>951,254</b>	<b>1,011,415</b>
Building Services			309,500	241,209	258,906
Community Development			181,859	138,974	133,491
Community Planning Office			1,300	1,097	1,015
Digital Hub			17,575	17,054	16,109
Economic Development			3,000	0	1,818
Environmental Health			182,300	172,111	161,720
General Compliance			21,500	19,978	20,000
Healthy Community			28,497	24,215	30,040
Library Services			20,857	16,825	18,147
Place Management			0	0	1,673
Strategic Town Planning			0	0	0
Urban Planning	48,705	▲	366,000	319,791	368,496
<b>Finance</b>			<b>53,401,660</b>	<b>49,558,711</b>	<b>49,228,306</b>
Aqualife			2,353,541	1,777,119	1,757,830
Budgeting			1,701,625	0	0
Corporate Funds	332,128	▼	45,185,215	44,592,588	44,260,460
Finance Office			1,351	675	0
Financial Services			472,136	419,732	431,678
Information Systems			2,790	1,796	749
Leisurelife	75,937	▼	1,884,694	1,396,868	1,320,931
Parking	73,107	▲	1,643,808	1,234,392	1,307,499
Ranger services			156,500	135,541	149,160
<b>Operations</b>			<b>4,013,277</b>	<b>2,214,749</b>	<b>2,200,190</b>
Asset Planning	64,368	▼	487,011	398,793	334,425
Environment			0	0	0
Fleet Services			10,600	8,259	7,380
Operations Office			1,098	549	0
Parks and Reserves			51,586	46,875	65,718
Project Management			1,000	884	819
Property Development and Leasing			0	0	0
Street Improvement			167,999	5,274	2,315
Street Operations	26,849	▲	2,520,467	990,192	1,017,041
Waste Services			773,516	763,923	772,493
<b>Total Revenue</b>			<b>58,570,221</b>	<b>52,744,340</b>	<b>52,448,957</b>

Particulars	Material Variance		31 March 2021		
	\$	%	Revised Budget \$	Year-to-Date Budget \$	Year-to-Date Actual \$
<b>Operating Expense</b>					
<b>Chief Executive Office</b>			<b>(5,029,462)</b>	<b>(3,567,631)</b>	<b>(3,227,911)</b>
Chief Executive Office	50,107	▼ 7%	(992,771)	(729,891)	(679,784)
Communications and Engagement			(804,338)	(631,232)	(632,326)
Customer Relations	54,588	▼ 9%	(877,449)	(614,600)	(560,012)
Human Resources	183,100	▼ 24%	(1,152,400)	(761,336)	(578,236)
Leadership and Governance	53,019	▼ 6%	(1,202,504)	(830,572)	(777,553)
<b>Community Planning</b>			<b>(10,903,809)</b>	<b>(6,678,382)</b>	<b>(6,103,671)</b>
Building Services	52,568	▼ 13%	(580,347)	(408,926)	(356,358)
Community Development	193,050	▼ 12%	(2,509,973)	(1,660,964)	(1,467,914)
Community Planning Office			(946,777)	(704,253)	(709,906)
Digital Hub			(184,652)	(131,512)	(121,578)
Economic Development	50,221	▼ 24%	(320,122)	(209,764)	(159,543)
Environmental Health	27,293	▼ 6%	(661,386)	(449,057)	(421,764)
General Compliance			(144,624)	(104,761)	(97,967)
Healthy Community	29,911	▼ 15%	(277,341)	(193,637)	(163,726)
Library Services	74,466	▼ 8%	(1,234,872)	(882,047)	(807,581)
Place Management	52,883	▲ 7%	(2,019,432)	(792,990)	(845,873)
Strategic Town Planning	69,815	▼ 19%	(888,983)	(367,764)	(297,949)
Urban Planning	119,195	▼ 15%	(1,135,300)	(772,707)	(653,512)
<b>Finance</b>			<b>(23,088,098)</b>	<b>(9,490,903)</b>	<b>(9,289,699)</b>
Aqualife	30,440	▲ 1%	(2,655,998)	(2,044,674)	(2,075,114)
Budgeting			(9,312,032)	0	0
Corporate Funds	119,163	▲ 36%	(1,224,091)	(326,772)	(445,935)
Finance Office			(735,840)	(543,863)	(536,951)
Financial Services	87,255	▼ 10%	(1,221,420)	(903,778)	(816,523)
Information Systems	121,908	▲ 5%	(3,252,553)	(2,290,897)	(2,412,805)
Leisurelife	87,633	▼ 6%	(2,028,737)	(1,523,047)	(1,435,414)
Parking	235,375	▼ 18%	(1,853,766)	(1,286,955)	(1,051,580)
Ranger services	55,540	▼ 10%	(803,661)	(570,917)	(515,377)
<b>Operations</b>			<b>(22,838,953)</b>	<b>(15,819,455)</b>	<b>(13,612,200)</b>
Asset Planning	223,163	▼ 8%	(3,667,315)	(2,661,362)	(2,438,199)
Environment			(209,537)	(161,390)	(157,454)
Fleet Services			(8,498)	(28,056)	(6,764)
Operations Office			(757,250)	(556,597)	(539,105)
Parks and Reserves	885,989	▼ 24%	(4,999,370)	(3,726,120)	(2,840,131)
Project Management	185,650	▼ 14%	(2,521,358)	(1,371,509)	(1,185,859)
Property Development and Leasing	105,251	▼ 52%	(574,926)	(204,342)	(99,091)
Street Improvement	104,143	▼ 12%	(1,373,224)	(864,017)	(759,874)
Street Operations	217,778	▼ 11%	(2,722,918)	(1,912,133)	(1,694,355)
Waste Services	442,560	▼ 10%	(6,004,557)	(4,333,929)	(3,891,369)
<b>Total Operating Expense</b>			<b>(61,860,322)</b>	<b>(35,556,371)</b>	<b>(32,233,481)</b>

Particulars	Material Variance		31 March 2021		
	\$	%	Revised Budget \$	Year-to-Date Budget \$	Year-to-Date Actual \$
<b>Capital Expense</b>					
<b>Chief Executive Office</b>			<b>0</b>	<b>0</b>	<b>0</b>
Chief Executive Office			0	0	0
Communications and Engagement			0	0	0
Customer Relations			0	0	0
Human Resources			0	0	0
Leadership and Governance			0	0	0
<b>Community Planning</b>			<b>(51,000)</b>	<b>(49,871)</b>	<b>(48,871)</b>
Building Services			0	0	0
Community Development			(51,000)	(49,871)	(48,871)
Community Planning Office			0	0	0
Digital Hub			0	0	0
Economic Development			0	0	0
Environmental Health			0	0	0
General Compliance			0	0	0
Healthy Community			0	0	0
Library Services			0	0	0
Place Management			0	0	0
Strategic Town Planning			0	0	0
Urban Planning			0	0	0
<b>Finance</b>			<b>(724,448)</b>	<b>(352,326)</b>	<b>(242,078)</b>
Aqualife			0	0	0
Budgeting			0	0	0
Corporate Funds			0	0	0
Finance Office			0	0	0
Financial Services			0	0	0
Information Systems	100,249	▼ 29%	(704,450)	(342,327)	(242,078)
Leisurelife			0	0	0
Parking			(19,998)	(9,999)	0
Ranger services			0	0	0
<b>Operations</b>			<b>(15,846,288)</b>	<b>(7,214,004)</b>	<b>(3,956,590)</b>
Asset Planning	135,000	▼ 32%	(913,790)	(416,105)	(281,105)
Environment			0	0	0
Fleet Services	167,024	▼ 48%	(816,259)	(351,036)	(184,012)
Operations Office			0	0	0
Parks and Reserves	215,719	▼ 44%	(2,200,112)	(491,859)	(276,140)
Project Management			(74,000)	(74,000)	(73,099)
Property Development and Leasing			0	0	0
Street Improvement			0	0	0
Street Operations	2,738,770	▼ 47%	(11,842,127)	(5,881,004)	(3,142,234)
Waste Services			0	0	0
<b>Total Capital Expense</b>			<b>(16,621,736)</b>	<b>(7,616,201)</b>	<b>(4,247,539)</b>

Particulars	Material Variance		31 March 2021		
	\$	%	Revised Budget \$	Year-to-Date Budget \$	Year-to-Date Actual \$
<b>Non-Operating Revenue</b>					
<b>Finance</b>			<b>11,971,674</b>	<b>2,503,760</b>	<b>2,503,760</b>
Corporate Funds			11,971,674	2,503,760	2,503,760
<b>Operations</b>			<b>525,865</b>	<b>409,728</b>	<b>278,943</b>
Fleet Services	130,785	▼ 32%	525,865	409,728	278,943
<b>Total Non-Operating Revenue</b>			<b>12,497,539</b>	<b>2,913,488</b>	<b>2,782,703</b>
<b>Non-Operating Expense</b>					
<b>Finance</b>			<b>(10,141,790)</b>	<b>(2,931,961)</b>	<b>(2,952,556)</b>
Corporate Funds			(10,141,790)	(2,931,961)	(2,952,556)
<b>Total Non-Operating Expense</b>			<b>(10,141,790)</b>	<b>(2,931,961)</b>	<b>(2,952,556)</b>
<b>Non-Cash Items Adjustments</b>					
Profit and Loss			(1,627,741)	0	0
Depreciation	9,728,640	▼ 100%	9,565,140	9,728,640	0
<b>Total Non-Cash Items Adjustments</b>			<b>7,937,399</b>	<b>9,728,640</b>	<b>0</b>
<b>Suspense Items Yet To Be Applied</b>			0	0	(37,928)
Opening Surplus / (Deficit)			9,618,689	9,618,689	9,618,689
Closing Surplus / (Deficit)			<b>(0)</b>	<b>28,900,624</b>	<b>25,378,845</b>

**Graphical Representation**

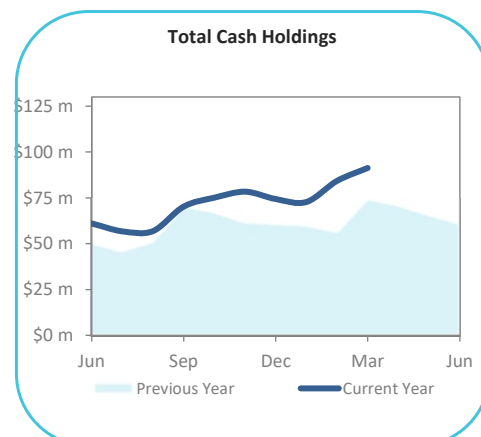
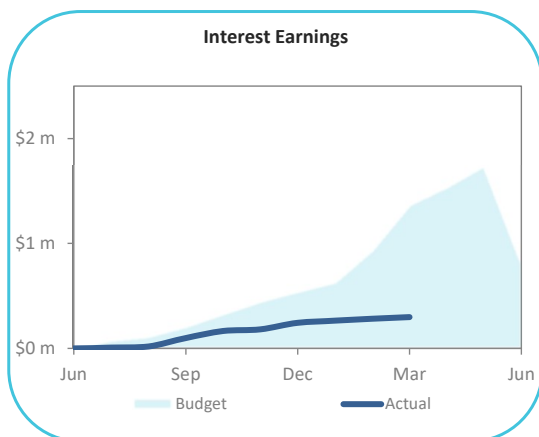
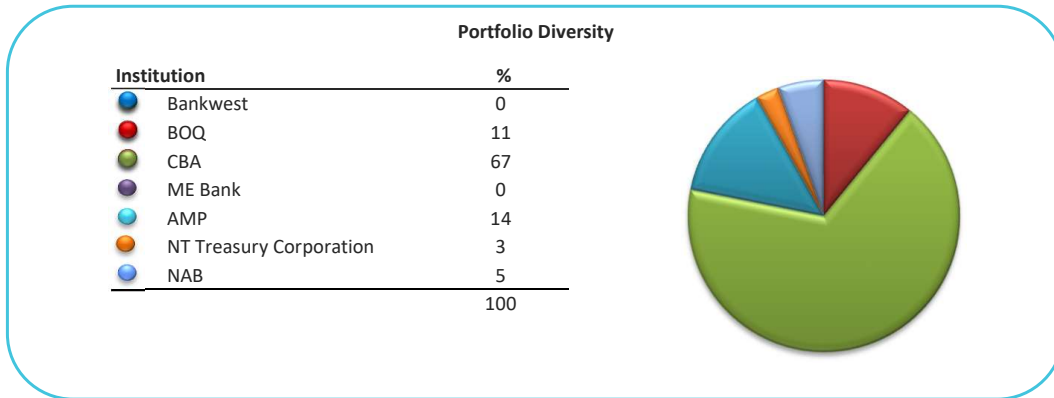


Particulars	Brought Forward 1 July \$	2020-2021 Revised Budget \$	Year To Date Actual \$
<b>Current Assets</b>			
Cash - Unrestricted	15,519,356	15,519,356	25,021,937
Cash - Reserves / Restricted	45,567,473	45,567,473	43,130,426
Receivables and Accruals	4,203,836	4,203,836	8,575,822
Inventories	11,570	11,570	11,570
	<b>65,302,235</b>	<b>65,302,235</b>	<b>76,739,755</b>
<b>Less Current Liabilities</b>			
Payables and Provisions	(10,116,073)	(10,116,073)	(8,230,484)
	<b>(10,116,073)</b>	<b>(10,116,073)</b>	<b>(8,230,484)</b>
<b>Net Current Asset Position</b>	<b>55,186,162</b>	<b>55,186,162</b>	<b>68,509,271</b>
<b>Less</b>			
Cash - Reserves / Restricted	(45,567,473)	(45,567,473)	(43,130,426)
<b>Estimated Surplus / (Deficiency) Carried Forward</b>	<b>9,618,689</b>	<b>9,618,689</b>	<b>25,378,845</b>

**Cash and Investments Analysis**

	Amount Invested \$	Interest Rate %	Term (Days)	Maturity Date	Projected Earnings \$	Percentage of Portfolio
<b>Cash - Unrestricted</b>						
<b>CBA</b>	<b>20,021,937</b>				<b>8,281</b>	<b>27%</b>
At Call	5,021,937	Variable	11am	Daily	0	
Online Saver	15,000,000	0.65	11am	Daily	8,281	
<b>BOQ</b>	<b>3,000,000</b>				<b>13,414</b>	<b>4%</b>
	3,000,000	0.60	272	13-Jul-21	13,414	
<b>NT Treasury Corporation</b>	<b>2,000,000</b>				<b>14,038</b>	<b>3%</b>
	2,000,000	0.60	427	15-Dec-21	14,038	
<b>AMP</b>	<b>5,000,000</b>				<b>6,981</b>	<b>7%</b>
	2,000,000	0.70	182	14-Jun-21	6,981	
	3,000,000	0.75	330	15-Jun-21	20,342	
<b>Total Cash - Unrestricted</b>	<b>30,021,937</b>				<b>52,885</b>	<b>41%</b>
<b>Cash - Restricted</b>						
<b>CBA</b>	<b>29,130,426</b>				<b>5,521</b>	<b>40%</b>
At Call	19,130,426	Variable	11am	Daily	0	
Online Saver	10,000,000	0.65	11am	Daily	5,521	
<b>NAB</b>	<b>4,000,000</b>				<b>33,041</b>	<b>5%</b>
	4,000,000	0.90	335	15-Jun-21	33,041	
<b>BOQ</b>	<b>5,000,000</b>				<b>45,205</b>	<b>7%</b>
	5,000,000	1.10	300	12-Apr-21	45,205	
<b>AMP</b>	<b>5,000,000</b>				<b>55,068</b>	<b>7%</b>
	5,000,000	1.20	335	14-Jun-21	55,068	
<b>Total Cash - Restricted</b>	<b>43,130,426</b>				<b>138,836</b>	<b>59%</b>
<b>Total Cash - Invested</b>	<b>73,152,363</b>				<b>191,721</b>	<b>100%</b>
<b>Cash on Hand</b>	<b>7,805</b>					
<b>Total Cash</b>	<b>73,160,168</b>					

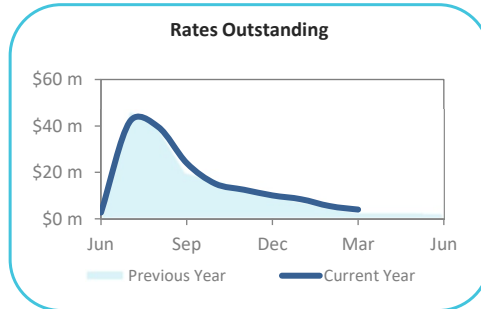
Cash and Investments Analysis





**Rates Outstanding (Not Including Deferrals or Associated Fees and Charges)**

	<b>Total</b>
Balance from Previous Year	2,656,453
Rates Levied - Initial	43,542,204
Rates Levied - Interims	(2,029)
<b>Total Rates Collectable</b>	<b>46,196,628</b>
Current Rates Collected To Date	39,504,131
<b>Current Rates Outstanding</b>	<b>6,692,497</b>

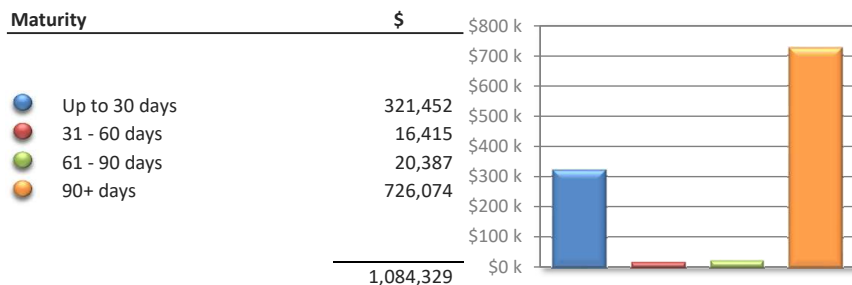


**% Rates Outstanding** **14.5%**  
**% Rates Outstanding same time last year** **20.0%**

Lower collections to this time last year due to instalments and initial notice going out later than last year

**Sundry Debtors**

Type	Total	30 Days	60 Days	90 Days	90+ Days
Grants and Subsidies	88,348	85,698	-	-	2,650
Property Rent	5,593	5,502	90	-	0
Aqualife Fees	16,358	13,587	739	988	1,045
Leisurelife Fees	10,253	9,736	293	-	225
Community Development Fees	17,434	3,309	2,052	-	12,073
Health Fees	3,517	2,024	-	-	1,493
Other Fees and Charges	74,452	58,884	-	11,233	4,335
Building and Planning Application Fees	19,650	15,499	105	16	4,030
Infringements - Parking	753,245	120,864	11,712	7,078	613,591
Infringements - Animals	38,100	4,600	624	-	32,876
Infringements - General	28,804	-	800	-	28,004
Infringements - Bush Fire	24,469	750	-	1,072	22,647
Infringements - Health	4,107	1,000	-	-	3,107
<b>Total Sundry Debtors</b>	<b>1,084,329</b>	<b>321,452</b>	<b>16,415</b>	<b>20,387</b>	<b>726,074</b>

**Sundry Debtor Aged Analysis**


**Grants and Contributions**

Details	Original	Revised	Receipt Status	
	Budget	Budget	Invoiced	Remaining
	\$	\$		
<b>Operating Funding</b>				
<b>Chief Executive Office</b>				
Not Applicable	-	-	-	-
<b>Community Planning</b>				
Community Development - Sponsorships	5,600	5,600	600	5,000
Digital Hub - Grants	16,000	16,000	16,000	-
Library Services - Grants	1,000	1,000	880	120
Environmental Health	1,000	1,000	122	878
<b>Finance</b>				
Corporate Funds - Grants	677,614	677,614	403,072	274,542
Financial Services - Commission	35,835	35,835	35,835	-
Parking	82,502	82,502	50,501	32,001
Ranger Services	7,503	7,503	12,412	(4,909)
<b>Operations</b>				
Street Improvement - Grants	70,000	70,000	-	70,000
Street Operations	114,332	114,332	83,332	31,000
<b>Capital Funding</b>				
<b>Operations</b>				
Project Management:				
McCallum Park Active Area	-	-	-	-
Street Operations Grants:				
Rutland Avenue Shared Path (Miller to Oats)	68,500	68,500	(34,250)	102,750
Oats Street - Tuckett to Rutland - Renew Seal (MRRG)	-	-	2	(2)
Hordern and Geddes Intersection (Blackspot)	107,387	107,387	-	107,387
Hordern and McMillan Intersection (Blackspot)	122,588	122,588	-	122,588
Archer and Orrong Intersection (Blackspot)	679,047	679,047	-	679,047
Star Street and Briggs Street (Blackspot)	148,334	148,334	(59,334)	207,668
Roads to Recovery Funding Income - Location TBA	285,000	285,000	(237,607)	522,607
Kent Street - Albany to Gloucester MRRG	181,266	181,266	(178,672)	359,938
Oats Street - Swanswa to Rutland MRRG	208,200	208,200	(209,493)	417,693
Carlisle Laneways (Community Development Grant)	60,000	60,000	(46,827)	106,827
Terminus Lane (Community Development Grant)	240,000	240,000	-	240,000
<b>Total Cash Deposits</b>	<b>3,111,708</b>	<b>3,111,708</b>	<b>(163,428)</b>	<b>3,275,136</b>

### Reserve Funds Descriptions

The purposes for which funds have been set aside by Council, in Reserve Funds, are outlined below -

#### Building Renewal

*To be used to fund renewal projects associated with Council's Building assets.*

#### Cash-in-Lieu

*To be used to assist in funding initiatives associated with payments received as cash in lieu of required obligations or works.*

#### Community Art

*To be used to fund the purchase and placement of art for the Council and Community.*

#### COVID-19 Recovery Reserve

*To be used to assist in funding recovery initiatives related to COVID-19.*

#### Drainage Renewal

*To be used to fund renewal projects associated with Council's Drainage infrastructure.*

#### Edward Millen Site

*To be used to assist in improving and / or maintaining the Edward Millen site, including the associated grounds.*

#### Furniture and Equipment Renewal

*To be used to fund renewal projects associated with Council's Furniture and Equipment assets.*

#### Future Fund

*To assist in funding projects and property purchases that diversify Council's revenue streams.*

#### Future Projects

*To assist in funding 'new' and 'upgrade' capital projects, with funding primarily derived from the sale of land assets.*

#### Harold Hawthorne - Carlisle Memorial

*To be used to provide funds to assist in conducting future Spring Garden Competitions.*

#### Information Technology Renewal

*To be used to fund renewal projects associated with Council's information technology assets. significant insurance claims.*

#### Insurance Risk Reserve

*To be used for the purpose of meeting the difference between premiums and claims in the event of any significant insurance claims.*

#### Other Infrastructure Renewal

*To be used to fund renewal projects associated with Council's Other infrastructure.*

#### Parks Renewal

*To be used to fund renewal projects associated with Council's Parks infrastructure.*

**Pathways Renewal**

*To be used to fund renewal projects associated with Council's Pathways infrastructure*

**Plant and Machinery Renewal**

*To be used to assist in the acquisition and replacement of the Town's Plant and Machinery.*

**Renewable Energy**

*To assist in investigating and funding renewable energy projects within the District.*

**Roads Renewal**

*To be used to fund renewal projects associated with Council's Roads Infrastructure*

**Underground Power**

*To assist in the funding of projects associated with the installation of underground power and associated landscaping.*

**Urban Forest Strategy**

*To assist in funding initiatives associated with the Urban Forest Strategy*

**Waste Management**

*To assist in the funding of waste management and waste minimisation strategies*

**Reserve Funds Transactions**

	<b>Annual Opening Balance</b>	<b>Transfer to Reserve</b>	<b>Transfer from Reserve</b>	<b>31 March 2021 Balance Actual</b>	<b>Balance Budget</b>	<b>Annual Revised Budget</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
Building Renewal	1,534,483	2,245	-	1,536,728	1,536,603	923,031
Cash-in-Lieu	-	-	-	-	-	-
Community Art	658,478	964	-	659,442	659,389	614,269
COVID-19 Recovery Reserve	500,000	730	-	500,730	500,690	1,000
Drainage Renewal	281,890	413	-	282,303	282,280	7,715
Edward Millen Site	2,025,265	2,965	-	2,028,230	2,028,065	1,735,453
Furniture and Equip Renewal	665,984	975	-	666,959	666,905	713,558
Future Fund	14,607,271	21,386	-	14,628,658	14,627,467	14,952,506
Future Projects	143,606	209	-	143,815	143,803	544,117
Harold Hawthorn - Carlisle	182,816	267	-	183,083	183,068	203,896
Information Technology Renewal	1,081,575	1,584	-	1,083,159	1,083,071	1,100,112
Insurance Risk Reserve	457,980	671	-	458,651	458,614	497,714
Land Asset Optimisation	1,680,429	2,460	-	1,682,890	1,682,752	5,138,040
Other Infrastructure Renewal	333,484	488	-	333,972	333,945	159,083
Parks Renewal	1,124,573	1,647	-	1,126,220	1,126,128	234,311
Pathways Renewal	31,368	46	-	31,414	31,411	95,505
Plant and Machinery	326,498	478	-	326,976	326,949	328,945
Renewable Energy	279,978	411	-	280,390	280,366	162,032
Roads Renewal	1,460,633	2,139	-	1,462,772	1,462,653	1,256,539
Underground Power	16,779,487	24,566	(2,503,760)	14,300,293	14,298,926	16,804,487
Urban Forest Strategy	500,000	733	-	500,733	500,692	501,000
Waste Management	911,675	1,335	-	913,010	912,936	1,257,188
	<b>45,567,473</b>	<b>66,714</b>	<b>(2,503,760)</b>	<b>43,130,426</b>	<b>43,126,713</b>	<b>47,230,501</b>

**Capital Items**

The following pages summarise the progress of the Capital Items.

For the purposes of these pages, the following indicators have been used -

**Item Timing**

This relates to how the item is tracking time-wise and is displayed using the following indicators -

- |                                     |          |
|-------------------------------------|----------|
| <input checked="" type="checkbox"/> | Behind   |
| <input type="checkbox"/>            | On-Track |
| <input checked="" type="checkbox"/> | In-Front |

**Budget Status**

This relates to how the item is costing against the Revised Budget and is displayed using the following indicators -

- |                                     |              |
|-------------------------------------|--------------|
| <input checked="" type="checkbox"/> | Over budget  |
| <input type="checkbox"/>            | On budget    |
| <input checked="" type="checkbox"/> | Under budget |

**Completion Stage**

This relates to where the item is currently, in terms of completion, and is displayed using the following indicators -

- |   |                    |
|---|--------------------|
| <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>   | Not commenced      |
| <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>                                  | Commenced          |
| <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>                       | Half-way completed |
| <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>            | Nearing completion |
| <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> | Completed          |

**Capital Items**

Particulars	Budget Status	Completion Stage	Revised Budget \$	Year-to-Date Actual \$
<b>Land and Buildings</b>			<b>984,592</b>	<b>352,454</b>
<b>Renewal - Land and Buildings</b>				
Toilet Blocks - Painting Program (Archer St, GO Edwards, Read Park)	<input type="checkbox"/>	■ ■ ■ ■	4,430	4,430
Aqualife - Outdoor Pool Refurbishment	<input type="checkbox"/>	■ ■ ■ ■	38,370	38,268
10 Kent Street - Interior Refurbishment (Disability Access)	<input type="checkbox"/>	■ □ □ □	220,000	0
Aqualife - BMS Renewal	<input type="checkbox"/>	■ □ □ □	30,000	0
Aqualife - Roof Renewal	<input type="checkbox"/>	■ ■ ■ ■	9,971	9,971
Aqualife - Pool Plant Renewal	<input type="checkbox"/>	■ □ □ □	60,001	4,645
Clubrooms - Painting Program (Parnham & Fletcher Park)	<input type="checkbox"/>	■ ■ ■ ■	25,002	22,740
Carlisle Reserve Clubrooms - Changeroom Refurbishment	<input type="checkbox"/>	■ ■ □ □	135,000	274
Library - Fitout and Layout changes (RFID) - External Doors	<input type="checkbox"/>	■ □ □ □	80,000	0
Leisurelife - Skylight Replacements	<input type="checkbox"/>	■ ■ ■ ■	7,820	7,820
Leisurelife - Hotwater System Replacement	<input type="checkbox"/>	■ ■ ■ ■	14,998	13,000
12 Kent Street - External Refurbishment	<input type="checkbox"/>	■ ■ ■ ■	20,000	18,740
Energy Efficiency Initiatives - Lighting Replacement (LEDs)	<input checked="" type="checkbox"/>	■ ■ ■ ■	35,000	49,123
Changeroom Refurbishment - JA Lee Clubrooms	<input type="checkbox"/>	■ ■ ■ ■	80,000	79,910
Replace Fencing - 10,12 and 14 Kent Street	<input type="checkbox"/>	■ ■ □ □	30,000	30,435
<b>Upgrade - Land and Buildings</b>				
Solar PV Installation - Administration Building	<input type="checkbox"/>	■ ■ □ □	120,000	0
Land - Upgrade: 25 Boundary Road Subdivision	<input type="checkbox"/>	■ ■ ■ ■	74,000	73,099

**Capital Items**

Particulars	Budget Status	Completion Stage	Revised Budget \$	Year-to-Date Actual \$
<b>Plant and Machinery</b>			<b>816,259</b>	<b>183,532</b>
<b>Renewal - Plant and Machinery</b>				
Minor Plant Renewal - Parks	□	■ ■ ■ □	14,000	5,039
Mazda CX5 (174VPK - Plant 398)	□	□ □ □ □	35,000	0
Vehicle Purchase - Rangers (122VPK)	□	■ ■ ■ □	44,000	0
Vehicle Purchase - Rangers (127VPK)	□	■ ■ ■ □	44,000	0
Vehicle Purchase - Asset Management (184VPK)	□	■ ■ ■ ■	25,000	24,147
Vehicle Purchase - Finance (181VPK - Plant 345)	□	□ □ □ □	25,000	0
Vehicle Purchase - Parking Area (178VPK)	□	■ ■ ■ □	25,000	0
138 VPK - Flocon Truck (Plant 39)	□	■ ■ ■ □	147,940	0
174 VPK - Trailer (Plant 178)	□	□ □ □ □	10,000	0
Heavy Truck 9T (137VPK)	□	■ ■ ■ □	175,000	0
Pavement Sweeper (136VPK)	□	■ ■ ■ ■	165,000	117,586
1.5T Forklift (146VPK)	□	■ ■ ■ □	40,000	35,027
Trailer (153VPK)	□	■ ■ ■ ■	1,734	1,734
Custom Made Water Tank (Plant 167)	□	■ ■ ■ □	29,000	0
Trailer (150VPK)	□	■ ■ ■ □	4,600	0
Fibre Furn Tank (Plant 194)	□	■ ■ ■ □	3,500	0
Insurance Replacement 1GW0546 (Plant 515)	□	□ □ □ □	27,485	0
<b>Information Technology</b>			<b>704,450</b>	<b>242,078</b>
<b>New - Information Technology</b>				
Library - RFID Self-Service System	□	■ □ □ □	87,900	41,110
Software - Asset Management System	□	■ ■ □ □	98,000	0
New - Software - Volunteer Database	□	□ □ □ □	7,000	0
New - Software - CAMMS Project PoC	□	■ ■ □ □	16,550	0
Risk Management Software (Governance)	□	■ ■ □ □	18,000	0
Minutes Digitisation (Records)	□	■ ■ □ □	20,000	0
ICT Business Systems and Infrastructure Review	□	■ ■ □ □	40,000	0
Recruitment Software (HR)	□	■ ■ □ □	30,000	0



**Capital Items**

Particulars	Budget Status	Completion Stage	Revised Budget \$	Year-to-Date Actual \$
<b>Information Technology (continued)</b>				
<b>Upgrade - Information Technology</b>				
System Upgrade - Authority 7.x	□	■ ■ □ □	140,000	94,228
Hardware - Leisurelife Centre Technology Upgrade	□	□ □ □ □	15,000	0
Digital Hub - IT Hardware Upgrade	□	■ ■ ■ □	27,000	1,935
Implement Local Laws - Auto Issue (Rangers)	□	■ ■ ■ □	10,000	0
Online images of infringements (Parking)	□	□ □ □ □	15,000	0
Software - TRIM CM9 Upgrade	□	■ ■ ■ □	90,000	7,335
Meeting Room Audio Visual Equipment Upgrade	□	■ ■ ■ □	90,000	97,470
<b>Roads</b>			<b>8,070,835</b>	<b>2,503,979</b>
<b>Renewal - Roads</b>				
Oats Street and Star Street Roundabout	□	■ ■ □ □	166,573	0
Custance Street - Band to Getting	□	■ ■ ■ □	375,000	269,749
Kent Street - Albany to Gloucester MRRG	□	■ ■ ■ □	387,899	317,303
Oats Street - Swanswa to Rutland MRRG	□	■ ■ ■ □	538,790	448,853
Roads to Recovery Funding Income - Location TBA	□	■ ■ ■ ■	285,000	0
Norseman Street - Carnarvon to End	□	■ ■ ■ □	100,745	78,234
Howick Street West - Kitchener to Burswood	□	■ ■ ■ ■	110,375	110,375
Lake View Street - Carnarvon to End	□	■ ■ ■ □	87,150	73,487
Tuam Street - Washington to Albany Highway	□	■ ■ ■ ■	98,040	98,040
Dome Place - VPD to End	□	■ ■ ■ □	21,420	0
Anglesea Street - Gerard to Carnarvon	□	■ ■ ■ □	105,131	90,807
Patricia Street - Carson to Albany Highway	□	■ ■ ■ □	122,000	7,668
Leigh Street - Kitchener to Burswood	□	■ ■ ■ □	78,238	63,637
Ashburton Street North - Gloucester to End	□	■ ■ ■ ■	218,811	195,417
Willis Street - Albany to Fraser	□	■ ■ ■ ■	195,118	194,571
Read Street - Withnell to Oats	□	■ □ □ □	32,076	0
Tuckett Street - Briggs to Cohn	□	■ ■ □ □	70,000	0
Sandra Place - Harris to End	□	■ ■ □ □	85,484	0
Watts Place - Turner to End	□	■ ■ ■ ■	22,548	22,548
Briggs Street - Star to Orrong	□	■ ■ ■ □	425,000	14,414
Harris Street - Oats Street/Mercury Street/Briggs Street	□	□ □ □ □	9,927	250

**Capital Items**

Particulars	Budget Status	Completion Stage	Revised Budget \$	Year-to-Date Actual \$
<b>Renewal - Roads (continued)</b>				
Raleigh Street - Archer to End	□	■ ■ ■ □	305,000	8,185
Savill Place - Cohn to End	□	■ ■ □ □	85,000	4,122
Sussex Street and Moorgate Street Intersection	□	■ ■ ■ □	40,000	0
Blair Athol Street - Carnarvon to Gerard	□	■ ■ ■ □	91,927	72,354
Lion Street - Rutland to Planet	□	■ □ □ □	143,905	0
Downing Street - Cohn to Briggs	□	■ ■ □ □	89,000	0
Mars Street West - Lion to Mercury	□	■ ■ ■ ■	144,666	130,911
Midgley Street - Rutland to Gallipoli	□	■ ■ ■ □	150,682	139,585
Maude Street - Anglesea to Blair Athol	□	■ ■ ■ □	76,902	65,166
Template Street - Washington to Berwick	□	■ ■ ■ □	169,208	68,717
Wyndham Street - Burlington to Albany	□	■ □ □ □	93,312	0
ROW 46 Upgrade	□	■ ■ □ □	240,000	0
Garland Street Renewal	□	■ ■ □ □	295,000	4,779
<b>Upgrade - Roads</b>				
Hill View Terrace and Oats Street - Intersection and Pedestrian	□	■ ■ ■ ■	1,068	0
Roberts Road and Orrong Road - Intersection	□	■ ■ □ □	25,000	13,216
Rutland Avenue - Oats Street to Welshpool Road	□	■ ■ ■ ■	157	0
Star Street and Briggs Street (Blackspot)	□	■ □ □ □	225,000	0
Archer and Orrong Intersection (Blackspot)	□	■ □ □ □	1,343,220	4,800
Hordern and Geddes Intersection (Blackspot)	□	■ ■ □ □	215,581	3,099
Hordern and McMillan Intersection (Blackspot)	□	■ ■ □ □	275,882	3,694
Traffic Calming Gallipoli St - Cornwall to Streatly	□	■ ■ □ □	25,000	0
Upgrade - ROW 59	□	■ ■ □ □	450,000	0
Albany Highway Cycle Lanes (Mackie to Oswald)	□	■ □ □ □	50,000	0
<b>Drainage</b>			<b>440,000</b>	<b>8,429</b>
<b>Renewal - Drainage</b>				
Drainage - Right Of Ways - Various Locations	□	■ □ □ □	120,000	0
Various - Pipe Renewal- Allocation	□	■ ■ □ □	100,000	0
Various - Pit Renewal- Allocation	□	■ ■ □ □	140,000	5,433
Various - Sump Renewal- Allocation	□	■ □ □ □	60,000	0
Unplanned Renewal Projects - BUDGET ONLY Individual work orders t	□	■ □ □ □	20,000	2,996

### Capital Items

Particulars	Budget Status	Completion Stage	Revised Budget \$	Year-to-Date Actual \$
<b>Pathways</b>			<b>2,444,072</b>	<b>624,649</b>
<b>Renewal - Pathways</b>				
Rutland Avenue - Roberts to Forster Avenue (North Side)	□	■ ■ ■ ■	6,584	6,584
Oldfield Street - Vantage Way to Bow River (West Side)	□	□ □ □ □	4,545	4,406
Harold Rossiter Park - Kent to Rathay	□	■ ■ ■ ■	96,659	96,659
Cohn Street - Star to Harris (North Side)	□	■ ■ ■ ■	12,535	7,752
Clydesdale Street - Teague to Kitchener (West Side)	□	■ ■ ■ ■	18,017	17,117
Victoria Park Drive - GED to Dome (West Side)	□	■ □ □ □	18,310	0
Clydesdale Street - Sunbury to Kitchener (East Side)	□	■ ■ ■ ■	11,330	11,330
Hill View Terrace - Burlington to Albany (South Side)	□	■ ■ ■ ■	12,763	12,763
Rushton Street - Benporath to Shepperton (West Side)	□	■ ■ ■ ■	17,578	17,578
Harper Street - Albany to Shepperton (North Side)	□	□ □ □ □	11,625	0
Camberwell Street - Archdeacon to Devenish (South Side)	□	■ ■ ■ ■	16,490	16,490
Kitchener Avenue - Leigh to Howick (West Side)	□	□ □ □ □	20,575	0
Kessack Street - McCartney to Howick (Both Sides)	□	□ □ □ □	12,585	0
Howick Street - Getting to Roberts (East Side)	□	■ ■ ■ ■	6,582	5,059
Keyes Street - Enfield to Custance (West Side)	□	■ ■ ■ ■	14,617	14,617
Kitchener Ave - Harper to Clydesdale (West Side)	□	■ ■ ■ ■	9,851	9,850
<b>New - Pathways</b>				
Goodwood Parade - Shared Path - Surface	□	■ ■ ■ ■	18,426	18,426
Rutland Avenue Shared Path (Miller to Oats)	□	■ ■ ■ ■	535,000	383,568
Rutland Avenue Shared Path (Miller to Great Eastern Highway)	□	■ □ □ □	1,600,000	2,453
<b>Parks</b>			<b>2,200,107</b>	<b>274,708</b>
<b>Renewal - Parks</b>				
GO Edwards Park - Redevelopment	□	■ □ □ □	88,610	18,258
George Street Reserve - Revegetation Project	□	■ □ □ □	87,732	5,334
Raphael Park - Reticulation System Renewal	□	■ ■ ■ □	34,999	18,722
Flood Lighting - JA Lee Reserve	□	■ ■ □ □	18,000	0
Play Equipment - JA Lee Reserve	□	■ □ □ □	80,000	200
Gazebo Renewal - Victoria Heights Park	□	■ ■ □ □	25,000	2,159
Shade Sails - Hawthorne Reserve	□	□ □ □ □	17,000	0
Synthetic Practice Wickets and Nets - Harold Rossiter	☒	■ ■ ■ ■	22,000	22,011
Raphel Park - Softfall	□	■ ■ ■ ■	15,000	13,410
Playground Renewal - The Promenade	□	■ ■ ■ □	80,000	0
Bore Water Meters - Various Sites	□	■ ■ ■ ■	49,935	49,935
Cricket Nets and Pitch - Carlisle Reserve	□	■ ■ ■ ■	20,000	19,215
Carlisle Reserve - Pole Floodlight Renewal	□	■ ■ ■ ■	6,831	5,511
Rubber Softfall - Aqualife	□	□ □ □ □	25,000	0
<b>Upgrade - Parks</b>				
Upgrade - Higgins Park Tennis Club - Court Modifications	□	■ ■ ■ □	110,000	84,080
Bolton Avenue Verge - Retaining Wall and Fencing	□	■ ■ □ □	20,000	0
GO Edwards Park Upgrade - Stage 5	□	■ □ □ □	1,450,000	2,406
Limestone Blocks - Alec Bell Park	□	■ ■ ■ □	10,000	9,715

**Capital Items**

Particulars	Budget Status	Completion Stage	Revised Budget \$	Year-to-Date Actual Actual
<b>New - Parks</b>				
Fertigation Tanks (Various Sites)	□	■ ■ ■ ■	25,000	23,751
BBQ Shade Sails - The Promenade	□	■ □ □ □	15,000	0
<b>Other Infrastructure</b>			<b>957,998</b>	<b>54,047</b>
<b>Renewal - Other Infrastructure</b>				
Carpark #15 Renewal - Fletcher Park	□	■ ■ □ □	140,000	0
Carpark #8 Renewal - Kent Street Bowling Club	□	□ □ □ □	40,000	0
Street Furniture - Bus Shelters - Allocation	□	■ ■ □ □	40,000	0
Street Lighting - Albany Highway and Laneways	□	■ ■ ■ □	25,000	580
Mirvac - Lighting Replacement	□	■ □ □ □	150,000	0
<b>Upgrade - Other Infrastructure</b>				
Street Lighting - Safety Improvements (Safer Neighbourhoods Plan)	□	■ ■ □ □	107,000	0
Carlisle Laneways (Community Development Grant)	□	■ ■ □ □	60,000	1,653
Terminus Lane (Community Development Grant)	□	■ ■ □ □	240,000	290
<b>New - Other Infrastructure</b>				
Parking - ACROD Bays - Allocation	□	■ ■ ■ □	45,000	0
Purchase and Installation of parking meters - Parking Initiative	□	□ □ □ □	19,998	0
Pedestrian Infrastructure Improvements	□	■ □ □ □	40,000	2,655
Lathlain Redevelopment (Zone 2 ) - Public Art	☒	■ ■ ■ ■	11,000	11,371
Lathlain Redevelopment (Zone 2x ) - Public Art	□	■ ■ ■ ■	40,000	37,500

All Payments Made From 1-Mar-21 To 31-Mar-21

<u>Payment</u>	<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
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**Municipal Fund Bank Account**

**Cancelled Payments**

**Creditors EFT Payments**

1795.6536-01	4-Mar-21	JCT Consultancy Limited	***** CANCELLED *****	540.00
<b>Total Creditors EFT Payments</b>				<b>540.00</b>

**Payments**

**Creditors Cheques**

00608840	25-Mar-21	Water Corporation		806.72
<b>Total Creditors Cheques</b>				<b>806.72</b>

**Creditors EFT Payments**

1806.7249-01	18-Mar-21	A Chibba	Refund - Memberships	59.20
1795.1328-01	4-Mar-21	Abco Products Pty Ltd	Cleaning Services and Equipment	1,779.80
1805.1328-01	18-Mar-21	Abco Products Pty Ltd	Cleaning Services and Equipment	787.54
1810.1328-01	25-Mar-21	Abco Products Pty Ltd	Cleaning Services and Equipment	1,041.28
1803.3400-01	10-Mar-21	Academy Services (WA) Pty Ltd	Cleaning Services and Equipment	7,340.20
1810.331-01	25-Mar-21	Active Games & Entertainment	Event Performance and Activity	1,120.00
1805.7213-01	18-Mar-21	Aerometrex Limited	Photography and Imaging Services	2,750.00
1805.7079-01	18-Mar-21	Align Strategy and Projects	Strategic Services	17,952.00
1795.20-01	4-Mar-21	Allmark & Associates Pty Ltd	Uniforms and Protective Equipment	429.00
1805.279-01	18-Mar-21	Ampol Australia Petroleum Pty Ltd	Fuel and Oils	5,896.03
1795.4093-01	4-Mar-21	Aquatic Services WA Pty Ltd	Equipment Supply and Repair	6,118.20
1803.4093-01	10-Mar-21	Aquatic Services WA Pty Ltd	Equipment Supply and Repair	1,045.00
1805.4093-01	18-Mar-21	Aquatic Services WA Pty Ltd	Equipment Supply and Repair	2,112.00
1810.7230-01	25-Mar-21	Archer Street Physiotherapy Centre	Grant - CCTV Partnership Program	12,096.72
1805.662-01	18-Mar-21	Asphaltech Pty Ltd	Road Construction Materials and Services	364,722.46
1803.1435-01	10-Mar-21	Atom Supply	Equipment Supply and Repair	207.92
1805.1435-01	18-Mar-21	Atom Supply	Equipment Supply and Repair	452.50
1810.1435-01	25-Mar-21	Atom Supply	Equipment Supply and Repair	85.14
1810.3444-01	25-Mar-21	Auslan Stage Left	Event Performance and Activity	330.00
1795.1158-01	4-Mar-21	Australian Hvac Services	Equipment Supply and Repair	3,608.22
1805.1158-01	18-Mar-21	Australian Hvac Services	Equipment Supply and Repair	2,802.26
1810.1995-01	25-Mar-21	Australian Office Leadingbrands.com	Office Supplies	246.02
1798.50-01	4-Mar-21	Australian Service Union	Superannuation	25.90
1807.50-01	18-Mar-21	Australian Service Union	Superannuation	25.90
1798.98000-0	4-Mar-21	Australian Taxation Office	Taxation	174,752.00
1807.98000-0	18-Mar-21	Australian Taxation Office	Taxation	175,964.29
1805.7257-01	18-Mar-21	Auto Blackbox Pty Ltd	Equipment Supply and Repair	2,421.00
1795.3881-01	4-Mar-21	AWB Building Co	Facility Maintenance Services	776.88
1803.3881-01	10-Mar-21	AWB Building Co	Facility Maintenance Services	196.35
1805.3881-01	18-Mar-21	AWB Building Co	Facility Maintenance Services	1,803.04
1810.3881-01	25-Mar-21	AWB Building Co	Facility Maintenance Services	1,779.96
1810.3161-01	25-Mar-21	Bang the Table	Software and IT Solutions	3,300.00
1805.4665-01	18-Mar-21	Baxters Pty Ltd	Machinery Servicing and Parts	402.72
1795.280-01	4-Mar-21	Beaver Tree Services	Landscaping Materials and Services	48,616.26
1805.280-01	18-Mar-21	Beaver Tree Services	Landscaping Materials and Services	13,224.79
1805.409-01	18-Mar-21	Bidfood WA Pty Ltd	Resale Inventory	883.84
1810.409-01	25-Mar-21	Bidfood WA Pty Ltd	Resale Inventory	554.03
1803.5155-01	10-Mar-21	Bin Bath Corporation Pty Ltd	Waste Management Services	1,068.87
1805.5155-01	18-Mar-21	Bin Bath Corporation Pty Ltd	Waste Management Services	199.87
1810.4874-01	25-Mar-21	Black Label Events	Event Performance and Activity	2,997.50
1803.283-01	10-Mar-21	Blackwell & Associates Pty Ltd	Planning and Building Services	4,468.75
1805.6925-01	18-Mar-21	Blue Tan (WA) P/L t/a The Reef Unit	Landscaping Materials and Services	37,620.00
1803.287-01	10-Mar-21	BOC Limited	Equipment Supply and Repair	984.06
1805.4684-01	18-Mar-21	Bollig Design Group	Design and Drafting Services	26,180.00
1810.4684-01	25-Mar-21	Bollig Design Group	Design and Drafting Services	10,076.00
1806.7255-01	18-Mar-21	Bourkes	Refund - Rates	335.25
1795.2093-01	4-Mar-21	BP Australia Pty Ltd	Fuel and Oils	3,124.35
1810.3107-01	25-Mar-21	Bravo's	Catering and Refreshments	750.00
1795.290-01	4-Mar-21	Bunnings Building Supplies Pty Ltd	Equipment Supply and Repair	34.46
1805.290-01	18-Mar-21	Bunnings Building Supplies Pty Ltd	Equipment Supply and Repair	461.75
1810.290-01	25-Mar-21	Bunnings Building Supplies Pty Ltd	Equipment Supply and Repair	93.75
1810.345-01	25-Mar-21	Captivate Global	Software and IT Solutions	934.43

## Payment Summary

### Creditors, Non Creditors, EFTs and Payroll

All Payments Made From 1-Mar-21 To 31-Mar-21

<u>Payment</u>	<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1810.300-01	25-Mar-21	Carlisle Events Hire Pty Ltd	Equipment Hire	1,999.80
1805.7190-01	18-Mar-21	Carlisle Primary School Parents And	Community Service	500.00
1795.1503-01	4-Mar-21	CCM Furniture Pty Ltd t/as CCM Clea	Cleaning Services and Equipment	1,072.52
1803.1503-01	10-Mar-21	CCM Furniture Pty Ltd t/as CCM Clea	Cleaning Services and Equipment	28,916.12
1803.6797-01	10-Mar-21	CelloPark Australia Pty Ltd	Parking Management Services	550.00
1795.303-01	4-Mar-21	Chamber of Commerce & Industry	Licencing and Subscriptions	1,807.00
1803.303-01	10-Mar-21	Chamber of Commerce & Industry	Licencing and Subscriptions	11,300.00
1810.7000-01	25-Mar-21	Circle Leadership	Training Services	825.00
1795.1044-01	4-Mar-21	City of Armadale	Printing Services	97.02
1803.1044-01	10-Mar-21	City of Armadale	Printing Services	722.55
1805.1044-01	18-Mar-21	City of Armadale	Printing Services	956.20
1810.1044-01	25-Mar-21	City of Armadale	Printing Services	75.00
1810.369-01	25-Mar-21	City of Perth	Local Government Services	7,032.14
1801.57-01	9-Mar-21	City of Perth Superannuation Plan	Superannuation	1,047.68
1810.511-01	25-Mar-21	City Subaru	Plant Supply and Servicing	133.56
1803.483-01	10-Mar-21	Cleanaway	Waste Management Services	165.00
1805.483-01	18-Mar-21	Cleanaway	Waste Management Services	1,261.84
1810.483-01	25-Mar-21	Cleanaway	Waste Management Services	7,524.00
1795.2588-01	4-Mar-21	Coles Supermarket Australia Pty Ltd	Groceries	496.82
1803.6834-01	10-Mar-21	Concept Audio Visual	Software and IT Solutions	20,501.58
1803.413-01	10-Mar-21	Construction Training Fund	Levy Payments	9,499.98
1805.7137-01	18-Mar-21	Contact Point IT Services Pty Ltd	Community Service	419.93
1795.689-01	4-Mar-21	Copley Contracting	Road Construction Materials and Services	30,545.30
1805.689-01	18-Mar-21	Copley Contracting	Road Construction Materials and Services	3,819.15
1810.689-01	25-Mar-21	Copley Contracting	Road Construction Materials and Services	3,436.07
1803.209-01	10-Mar-21	Coretex Australia Pty Ltd	Software and IT Solutions	435.60
1803.2186-01	10-Mar-21	Cornerstone Legal Pty Ltd	Legal Services	2,281.40
1805.2186-01	18-Mar-21	Cornerstone Legal Pty Ltd	Legal Services	1,731.40
1805.1735-01	18-Mar-21	Covs Parts Pty Ltd	Machinery Servicing and Parts	407.76
1802.6808-01	10-Mar-21	Creative Soul Sessions	Restart Art Grant	3,930.00
1810.1807-01	25-Mar-21	Crow Books	Library Equipment and Stock	314.34
1810.6835-01	25-Mar-21	Crown Equipment Pty Ltd	Plant Supply and Servicing	38,529.70
1795.6654-01	4-Mar-21	CRPM Services High Pressure Cleanin	Cleaning Services and Equipment	2,200.00
1798.55-01	4-Mar-21	CSA Employer Services	Superannuation	648.51
1807.55-01	18-Mar-21	CSA Employer Services	Superannuation	648.51
1795.478-01	4-Mar-21	CSP Industries Pty Ltd	Machinery Servicing and Parts	14.05
1805.478-01	18-Mar-21	CSP Industries Pty Ltd	Machinery Servicing and Parts	237.45
1803.723-01	10-Mar-21	Data#3 Limited	Software and IT Solutions	770.00
1803.426-01	10-Mar-21	Daytone Printing Pty Ltd	Printing Services	119.90
1805.426-01	18-Mar-21	Daytone Printing Pty Ltd	Printing Services	79.20
1810.426-01	25-Mar-21	Daytone Printing Pty Ltd	Printing Services	244.20
1795.263-01	4-Mar-21	Department of Fire and Emergency	Levy Payments	1,983,871.26
1803.5435-01	10-Mar-21	Department of Mines, Industry	Levy Payments	14,755.87
1803.2143-01	10-Mar-21	Department of Planning - Developmen	Town Planning Services	24,739.00
1795.708-01	4-Mar-21	Department of Transport	Licencing and Subscriptions	625.60
1805.708-01	18-Mar-21	Department of Transport	Licencing and Subscriptions	632.40
1810.756-01	25-Mar-21	Dormakaba Australia Pty Ltd	Machinery Servicing and Parts	385.00
1803.4697-01	10-Mar-21	Downer EDI Engineering Power Pty Lt	Fire Alarm and Security Services	561.00
1810.4697-01	25-Mar-21	Downer EDI Engineering Power Pty Lt	Fire Alarm and Security Services	280.50
1795.5226-01	4-Mar-21	Drainflow Services Pty Ltd	Drainage	1,254.00
1805.3702-01	18-Mar-21	Dynamic Flame Badminton Club	Kidsport Program	1,140.00
1810.2375-01	25-Mar-21	Dynasty Embroidery (Australia) Pty	Uniforms and Protective Equipment	625.35
1803.355-01	10-Mar-21	E Fire & Safety	Fire Alarm and Security Services	357.50
1810.355-01	25-Mar-21	E Fire & Safety	Fire Alarm and Security Services	698.50
1798.3243-01	4-Mar-21	EasiSalary Pty Ltd trading as Expre	Superannuation & Employee Deductions	13,196.15
1807.3243-01	18-Mar-21	EasiSalary Pty Ltd trading as Expre	Superannuation & Employee Deductions	13,234.11
1805.6999-01	18-Mar-21	Ensyst Pty Ltd	Software and IT Solutions	29,337.00
1810.4752-01	25-Mar-21	Enzed Welshpool	Equipment Supply and Repair	74.66
1803.7132-01	10-Mar-21	Ezereve	Event Performance and Activity	600.00
1805.7192-01	18-Mar-21	Fair Play Sports & Outdoor	Equipment Supply and Repair	909.50
1810.6561-01	25-Mar-21	FE Technologies Pty Ltd	Library Services	1,944.80
1805.5086-01	18-Mar-21	Filterco Pty Ltd	Equipment Supply and Repair	77.30
1800.672-01	9-Mar-21	Fines Enforcement Registry	Financial Services	2,079.00
1803.4259-01	10-Mar-21	Flexi Staff Pty Ltd	Agency and Contract Staff	2,033.90
1805.3191-01	18-Mar-21	Flick Anticimex Pty Ltd	Waste Management Services	166.32
1810.907-01	25-Mar-21	Forpark Australia	Equipment Supply and Repair	3,118.50

## Payment Summary

### Creditors, Non Creditors, EFTs and Payroll

All Payments Made From 1-Mar-21 To 31-Mar-21

<u>Payment</u>	<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1795.4417-01	4-Mar-21	Forum Group Pty Ltd	Printing Services	1,525.29
1805.371-01	18-Mar-21	Frazzcon Enterprises	Sign Installation and Supply	4,006.61
1810.7208-01	25-Mar-21	Freedom Fairies Pty Ltd	Event Performance and Activity	1,617.00
1795.2701-01	4-Mar-21	Full Steam Ahead Ironing Service	Cleaning Services and Equipment	71.67
1805.2701-01	18-Mar-21	Full Steam Ahead Ironing Service	Cleaning Services and Equipment	120.52
1810.6849-01	25-Mar-21	Gavin Burgess	Waste Management Services	468.60
1810.5780-01	25-Mar-21	Go Doors Pty Ltd (T/As Go Doors)	Facility Maintenance Services	1,006.50
1795.6760-01	4-Mar-21	Greenway Turf Solutions Pty Ltd	Landscaping Materials and Services	1,815.00
1810.6760-01	25-Mar-21	Greenway Turf Solutions Pty Ltd	Landscaping Materials and Services	8,690.00
1805.3842-01	18-Mar-21	Griffon Alpha Group Pty Ltd	Fire Alarm and Security Services	1,016.40
1810.3842-01	25-Mar-21	Griffon Alpha Group Pty Ltd	Fire Alarm and Security Services	1,188.00
1805.313-01	18-Mar-21	Hames Sharley (WA) Pty Ltd	Town Planning Services	3,300.00
1803.5623-01	10-Mar-21	Hancock Creative Pty Ltd	Training Services	4,400.00
1795.491-01	4-Mar-21	Hays Personal Services	Agency and Contract Staff	2,743.82
1805.491-01	18-Mar-21	Hays Personal Services	Agency and Contract Staff	4,668.05
1810.491-01	25-Mar-21	Hays Personal Services	Agency and Contract Staff	1,361.51
1796.7229-01	4-Mar-21	HBF Health Limited	Refund - Fees and Charges	266.40
1803.364-01	10-Mar-21	Holcim (Australia) Pty Ltd	Road Construction Materials and Services	508.64
1810.3128-01	25-Mar-21	Horizon West Landscape and Irrigati	Landscaping Materials and Services	607.20
1810.5006-01	25-Mar-21	Hoskins Investments Pty Ltd	Construction Services	33,478.50
1795.110-01	4-Mar-21	Hydroquip Pumps	Irrigation Supply and Repair	4,168.45
1805.3796-01	18-Mar-21	Iconic Property Services	Cleaning Services and Equipment	510.16
1810.3796-01	25-Mar-21	Iconic Property Services	Cleaning Services and Equipment	981.06
1803.210-01	10-Mar-21	Indoor Gardens Pty Ltd	Landscaping Materials and Services	1,100.00
1805.210-01	18-Mar-21	Indoor Gardens Pty Ltd	Landscaping Materials and Services	1,100.00
1810.5525-01	25-Mar-21	Industrial Cleaning Equipment	Cleaning Services and Equipment	1,218.80
1795.1502-01	4-Mar-21	Industrial Rubber Supplies	Equipment Supply and Repair	72.60
1805.7177-01	18-Mar-21	Ingham Carpentry	Carpentry Services	1,980.00
1805.217-01	18-Mar-21	Interconnect It Solutions	Software and IT Solutions	1,832.00
1805.5903-01	18-Mar-21	InterStream Pty Ltd	Media Services	1,386.00
1805.219-01	18-Mar-21	IPWEA - Western Australia	Training Services	275.00
1805.433-01	18-Mar-21	IPWEA Limited	Conference and Workshop Enrolment	3,960.00
1810.433-01	25-Mar-21	IPWEA Limited	Conference and Workshop Enrolment	1,320.00
1805.4837-01	18-Mar-21	Iron Mountain Australia Group Pty L	Record Management Services	1,479.22
1810.684-01	25-Mar-21	Isubscribe Pty Ltd	Library Equipment and Stock	55.00
1797.6198-01	4-Mar-21	J K Karimi	Member Payment	2,032.87
1811.6198-01	31-Mar-21	J K Karimi	Member Payment	2,250.68
1795.222-01	4-Mar-21	Jackson McDonald Lawyers	Legal Services	1,118.70
1805.5670-01	18-Mar-21	JAR Event Production Pty Ltd	Event Performance and Activity	14,616.86
1810.5670-01	25-Mar-21	JAR Event Production Pty Ltd	Event Performance and Activity	440.00
1795.1846-01	4-Mar-21	JB HI FI	Library Equipment and Stock	449.64
1805.1846-01	18-Mar-21	JB HI FI	Library Equipment and Stock	23.98
1810.3553-01	25-Mar-21	Jim's Fencing (North Perth)	Fencing	7,603.75
1805.2432-01	18-Mar-21	Jim's Mowing (Cloverdale)	Landscaping Materials and Services	566.00
1805.229-01	18-Mar-21	John Hughes Service	Plant Supply and Servicing	526.46
1810.230-01	25-Mar-21	Johns Building Supplies Pty Ltd	Equipment Supply and Repair	1,655.28
1803.3574-01	10-Mar-21	Joondalup Windscreens	Equipment Supply and Repair	680.00
1803.37-01	10-Mar-21	Kandiah Family Trust No2 t/a Water2	Amenities	49.50
1810.237-01	25-Mar-21	Kennards Hire	Equipment Hire	366.00
1799.5268-01	4-Mar-21	Kleenheat Gas	Gas Usage Charges	452.10
1803.2337-01	10-Mar-21	Kmart	Equipment Supply and Repair	85.00
1803.6950-01	10-Mar-21	Kookaburra Sport Pty Ltd	Equipment Supply and Repair	1,100.00
1805.6462-01	18-Mar-21	Laika Coffee	Light Refreshments	225.00
1799.2814-01	4-Mar-21	Landfill Gas & Power Pty Ltd	Electricity Usage Charges	16,296.25
1803.501-01	10-Mar-21	Landgate	Local Government Services	160.20
1805.501-01	18-Mar-21	Landgate	Local Government Services	597.31
1810.501-01	25-Mar-21	Landgate	Local Government Services	126.24
1805.4585-01	18-Mar-21	Lathlain Primary School Parents &	Community Grant	4,990.00
1803.252-01	10-Mar-21	Les Mills Asia Pacific	Licencing and Subscriptions	748.66
1810.252-01	25-Mar-21	Les Mills Asia Pacific	Licencing and Subscriptions	1,462.07
1805.5366-01	18-Mar-21	Lifeskills Australia	Human Resource Services	1,056.00
1810.5366-01	25-Mar-21	Lifeskills Australia	Human Resource Services	880.00
1803.260-01	10-Mar-21	Lions Club of Victoria Park	Community Grant	3,500.00
1805.547-01	18-Mar-21	LO GO Appointments	Agency and Contract Staff	8,322.46
1795.3967-01	4-Mar-21	Local Government Professionals	Membership and Subscription	1,805.00
1803.3967-01	10-Mar-21	Local Government Professionals	Membership and Subscription	380.00

All Payments Made From 1-Mar-21 To 31-Mar-21

<u>Payment</u>	<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1805.3967-01	18-Mar-21	Local Government Professionals	Membership and Subscription	1,025.00
1798.60-01	4-Mar-21	Local Government Racing and Cemeter	Superannuation	123.00
1807.60-01	18-Mar-21	Local Government Racing and Cemeter	Superannuation	123.00
1803.457-01	10-Mar-21	Lochness Pty Ltd	Landscaping Materials and Services	20,122.30
1810.3583-01	25-Mar-21	Lombard the Paper People	Event Performance and Activity	46.50
1805.1904-01	18-Mar-21	Mackay Urbandesign	Planning and Building Services	3,025.00
1795.2515-01	4-Mar-21	Maia Financial Pty Ltd	Equipment Hire	4,306.01
1803.2515-01	10-Mar-21	Maia Financial Pty Ltd	Equipment Hire	948.36
1805.1693-01	18-Mar-21	Marketforce Pty Ltd	Advertising Services	5,799.02
1803.319-01	10-Mar-21	McLeods	Legal Services	47,077.47
1805.319-01	18-Mar-21	McLeods	Legal Services	2,275.58
1810.319-01	25-Mar-21	McLeods	Legal Services	1,042.91
1803.600-01	10-Mar-21	Message4U Pty Ltd	Communication Services	1,234.72
1795.3408-01	4-Mar-21	Michael Page International	Agency and Contract Staff	1,286.90
1805.3408-01	18-Mar-21	Michael Page International	Agency and Contract Staff	2,839.36
1810.3408-01	25-Mar-21	Michael Page International	Agency and Contract Staff	9,761.22
1803.189-01	10-Mar-21	Mindarie Regional Council	Waste Management Services	40,364.50
1805.189-01	18-Mar-21	Mindarie Regional Council	Waste Management Services	57,784.39
1810.189-01	25-Mar-21	Mindarie Regional Council	Waste Management Services	104,000.61
1795.1886-01	4-Mar-21	Miss Maud	Catering and Refreshments	252.80
1806.7253-01	18-Mar-21	MLV Real Estate	Refund - Rates	1,909.55
1805.5961-01	18-Mar-21	Mojo Digital Studio	Design and Drafting Services	300.00
1796.7195-01	4-Mar-21	Mr A A Haridy	Refund - Memberships	118.40
1796.7186-01	4-Mar-21	Mr A Ahmed Habib	Refund - Memberships	80.00
1796.7198-01	4-Mar-21	Mr A Hajichristou	Grant - CCTV Partnership Program	750.00
1796.7200-01	4-Mar-21	Mr A J Dean	Grant - CCTV Partnership Program	750.00
1809.7234-01	25-Mar-21	Mr A J Mackin	Security Incentive Scheme	70.00
1796.7183-01	4-Mar-21	Mr B A James	Refund - Memberships	160.50
1797.2475-01	4-Mar-21	Mr B Oliver	Member Payment	2,032.87
1811.2475-01	31-Mar-21	Mr B Oliver	Member Payment	2,250.68
1809.7002-01	25-Mar-21	Mr B Western	Refund - Memberships	105.11
1802.6747-01	10-Mar-21	Mr D J Carter & Mrs H I Carter	Security Incentive Scheme 2020 Waitlist	150.00
1796.7218-01	4-Mar-21	Mr D P Vatin	Refund - Rates	1,456.26
1796.7197-01	4-Mar-21	Mr G E Pilatti	Grant - CCTV Partnership Program	750.00
1809.7262-01	25-Mar-21	Mr G Thorpe	Refund - Memberships	8.00
1796.7152-01	4-Mar-21	Mr J E Kirk	Grant - CCTV Partnership Program	750.00
1796.7202-01	4-Mar-21	Mr J J Bryant	Street Meet n Greet	143.27
1809.7227-01	25-Mar-21	Mr J R Brennan	Crossover Contribution	500.00
1809.7235-01	25-Mar-21	Mr J S Sekhon	Grant - CCTV Partnership Program	750.00
1802.7209-01	10-Mar-21	Mr L Gray & Ms D Gray	Refund - Infringement	181.60
1809.7238-01	25-Mar-21	Mr L R Sgro	Security Incentive Scheme	744.50
1796.7204-01	4-Mar-21	Mr M A Knedler	Grant - CCTV Partnership Program	750.00
1809.7242-01	25-Mar-21	Mr M McAdam	Security Incentive Scheme	750.00
1805.5885-01	18-Mar-21	Mr M R Cole	Staff Payments and Reimbursement	140.00
1796.7193-01	4-Mar-21	Mr M Winship	Refund - Memberships	148.00
1809.7244-01	25-Mar-21	Mr P S Montague	Security Incentive Scheme	200.00
1809.7232-01	25-Mar-21	Mr R M Kati	Refund - Memberships	89.02
1802.7245-01	10-Mar-21	Mr R Williams	Security Incentive Scheme	750.00
1810.2463-01	25-Mar-21	Mr S Nannup	Event Performance and Activity	550.00
1809.7233-01	25-Mar-21	Mr S Nepal	Community Engagement Services	750.00
1805.5062-01	18-Mar-21	Mr T C Ogilby	Staff Payments and Reimbursement	42.50
1802.7225-01	10-Mar-21	Mr T Irvine & Ms M B Irvine	Grant - CCTV Partnership Program	750.00
1796.3821-01	4-Mar-21	Mr T J McAuliffe & Ms M F Beach	Security Incentive Scheme	750.00
1796.7212-01	4-Mar-21	Mr T M Walmsley	Grant - CCTV Partnership Program	750.00
1797.4004-01	4-Mar-21	Mr W J Hendriks	Member Payment	2,032.87
1811.4004-01	31-Mar-21	Mr W J Hendriks	Member Payment	2,250.68
1809.7236-01	25-Mar-21	Mr W Tow	Security Incentive Scheme	200.00
1796.4274-01	4-Mar-21	Mrs A M Phillips	Security Incentive Scheme	200.00
1795.7093-01	4-Mar-21	Mrs C Hickling	Environmental Services	3,598.20
1810.1899-01	25-Mar-21	Mrs D B Singh	Staff Payments and Reimbursement	100.00
1805.1905-01	18-Mar-21	Mrs E Roycroft	Parking Management Services	25.30
1803.4994-01	10-Mar-21	Mrs N E Martin Goode	Staff Payments and Reimbursement	111.20
1795.5599-01	4-Mar-21	Mrs R P Foss	Library Services	360.00
1796.7194-01	4-Mar-21	Ms A Pirany	Refund - Memberships	112.48
1803.5995-01	10-Mar-21	Ms B I	Staff Payments and Reimbursement	27.00
1805.5995-01	18-Mar-21	Ms B I	Staff Payments and Reimbursement	20.00



## Payment Summary

### Creditors, Non Creditors, EFTs and Payroll

All Payments Made From 1-Mar-21 To 31-Mar-21

<u>Payment</u>	<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1796.7201-01	4-Mar-21	Ms B J Panetta	Security Incentive Scheme	200.00
1802.6726-01	10-Mar-21	Ms B J Whitworth	Security Incentive Scheme 2020 Waitlist	750.00
1797.4601-01	4-Mar-21	Ms B L lfe	Member Payment	3,235.87
1811.4601-01	31-Mar-21	Ms B L lfe	Member Payment	3,582.58
1796.7196-01	4-Mar-21	Ms C Lin	Grant - CCTV Partnership Program	750.00
1797.398-01	4-Mar-21	Ms C N Anderson	Member Payment	2,032.87
1811.398-01	31-Mar-21	Ms C N Anderson	Member Payment	2,250.68
1802.7222-01	10-Mar-21	Ms D Oliver	Security Incentive Scheme	110.00
1809.7243-01	25-Mar-21	Ms D Paradiso	Security Incentive Scheme	750.00
1797.4603-01	4-Mar-21	Ms K A Vernon	Member Payment	7,446.30
1811.4603-01	31-Mar-21	Ms K A Vernon	Member Payment	8,244.13
1806.7217-01	18-Mar-21	Ms K Potako	Refund - Memberships	88.00
1809.7057-01	25-Mar-21	Ms L A Squire	Refund - Fees and Charges	950.00
1797.6494-01	4-Mar-21	Ms L Lisandro	Member Payment	2,032.87
1811.6494-01	31-Mar-21	Ms L Lisandro	Member Payment	2,250.68
1802.7223-01	10-Mar-21	Ms M Chaloupe	Security Incentive Scheme	70.00
1809.7259-01	25-Mar-21	Ms M Dawson	Refund - Memberships	59.20
1809.7239-01	25-Mar-21	Ms M Smart	Security Incentive Scheme	750.00
1796.7005-01	4-Mar-21	Ms M Young	Grant - CCTV Partnership Program	750.00
1795.7108-01	4-Mar-21	Ms P Featherston	Health Instructors	467.84
1809.7237-01	25-Mar-21	Ms P R Browning	Security Incentive Scheme	750.00
1805.5472-01	18-Mar-21	Ms P Vanessie	Communication Services	3,630.00
1797.4602-01	4-Mar-21	Ms R A Potter	Member Payment	2,032.87
1811.4602-01	31-Mar-21	Ms R A Potter	Member Payment	2,250.68
1795.5407-01	4-Mar-21	Ms R Burnage	Town Planning Services	500.00
1802.7231-01	10-Mar-21	Ms S Broughton	Refund - Rates	641.17
1802.7224-01	10-Mar-21	Ms S K Pauley	Grant - CCTV Partnership Program	750.00
1809.7246-01	25-Mar-21	Ms T A Sorensen	Security Incentive Scheme	70.00
1809.7278-01	25-Mar-21	Ms T La Rosa	Rates	879.25
1797.1601-01	4-Mar-21	Ms V Potter	Member Payment	2,032.87
1811.1601-01	31-Mar-21	Ms V Potter	Member Payment	2,250.68
1803.5843-01	10-Mar-21	Nature Calls 1 Pty Ltd	Rental Charge	1,045.00
1805.3970-01	18-Mar-21	Netstar Australia Pty Ltd t/a Pinpo	Fleet Management Services	275.00
1805.7185-01	18-Mar-21	New WAtER Ways Inc	Training Services	198.00
1795.202-01	4-Mar-21	Officeworks Superstores Pty Ltd	Office Supplies	522.52
1805.202-01	18-Mar-21	Officeworks Superstores Pty Ltd	Office Supplies	10.79
1810.202-01	25-Mar-21	Officeworks Superstores Pty Ltd	Office Supplies	336.36
1810.2670-01	25-Mar-21	Our Community Pty Ltd	Membership and Subscription	22,700.00
1795.4584-01	4-Mar-21	Owen's Painting Services Pty Ltd	Painting Services	2,508.00
1803.4584-01	10-Mar-21	Owen's Painting Services Pty Ltd	Painting Services	1,529.00
1805.4584-01	18-Mar-21	Owen's Painting Services Pty Ltd	Painting Services	3,553.00
1806.3914-01	18-Mar-21	P & N Bank	Refund - Bond	1,000.00
1795.2554-01	4-Mar-21	Paperbark Technologies Pty Ltd	Professional Services	415.00
1803.2554-01	10-Mar-21	Paperbark Technologies Pty Ltd	Professional Services	2,593.00
1805.2554-01	18-Mar-21	Paperbark Technologies Pty Ltd	Professional Services	10,128.15
1810.2554-01	25-Mar-21	Paperbark Technologies Pty Ltd	Professional Services	11,303.85
1810.475-01	25-Mar-21	Parkland Mazda	Plant Supply and Servicing	210.87
1805.1967-01	18-Mar-21	Pember Wilson Eftos	Valuation Services	1,100.00
1803.401-01	10-Mar-21	Perth Cricket Club Inc	Facility Maintenance Services	17,160.00
1810.1946-01	25-Mar-21	Perth Safety Products	Uniforms and Protective Equipment	365.20
1810.1619-01	25-Mar-21	Peta Bayly	Refund - Memberships	60.00
1803.5607-01	10-Mar-21	Phase3 Landscape Construction Pty L	Landscaping Materials and Services	47,582.48
1810.7025-01	25-Mar-21	Pipeco WA	Irrigation Supply and Repair	57.94
1805.6418-01	18-Mar-21	Place Laboratory	Landscaping Materials and Services	5,010.50
1805.1418-01	18-Mar-21	Planning Institute of Australia	Membership and Subscription	318.00
1810.2481-01	25-Mar-21	Plantrite	Landscaping Materials and Services	852.50
1795.4442-01	4-Mar-21	Prime Trophies	Equipment Supply and Repair	69.50
1805.4326-01	18-Mar-21	Printezy.com	Printing Services	133.10
1795.746-01	4-Mar-21	Quick Corporate Australia	Office Supplies	286.61
1805.746-01	18-Mar-21	Quick Corporate Australia	Office Supplies	424.37
1810.746-01	25-Mar-21	Quick Corporate Australia	Office Supplies	220.46
1803.2267-01	10-Mar-21	Quickmail	Postage Services	2,224.11
1795.630-01	4-Mar-21	Raeco	Office Supplies	159.50
1795.7039-01	4-Mar-21	Realisations Consultancy Pty Ltd	Training Services	2,530.00
1803.7039-01	10-Mar-21	Realisations Consultancy Pty Ltd	Training Services	852.50
1803.2631-01	10-Mar-21	Recycle WA Pty Ltd	Waste Management Services	1,650.00

All Payments Made From 1-Mar-21 To 31-Mar-21

<u>Payment</u>	<u>Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
1803.2457-01	10-Mar-21	Reino International Pty Ltd	Parking Equipment and Supplies	1,732.50
1810.2457-01	25-Mar-21	Reino International Pty Ltd	Parking Equipment and Supplies	14,789.41
1805.6783-01	18-Mar-21	Retro Music Box Pty Ltd	Event Performance and Activity	7,996.77
1803.5421-01	10-Mar-21	Reverberate Consulting	Noise Monitoring and Analysis	1,375.00
1803.1041-01	10-Mar-21	Rome Energy & Environment Pty Ltd	Planning and Building Services	550.00
1795.4277-01	4-Mar-21	Roof Safe Pty Ltd	Facility Maintenance Services	231.00
1795.3146-01	4-Mar-21	Rosevale Electrical Pty Ltd	Electrical Services and Maintenance	445.00
1803.3146-01	10-Mar-21	Rosevale Electrical Pty Ltd	Electrical Services and Maintenance	582.00
1805.3146-01	18-Mar-21	Rosevale Electrical Pty Ltd	Electrical Services and Maintenance	11,491.00
1810.3146-01	25-Mar-21	Rosevale Electrical Pty Ltd	Electrical Services and Maintenance	1,825.00
1805.5505-01	18-Mar-21	Rosmech Sales & Services Pty Ltd	Plant Supply and Servicing	523.73
1796.7199-01	4-Mar-21	S Nabavi	Grant - CCTV Partnership Program	950.00
1795.114-01	4-Mar-21	SAI Global Australia Pty Ltd	Membership and Subscription	10,416.86
1805.6752-01	18-Mar-21	Sampson Enterprises Pty Ltd t/a PDT	Training Services	3,209.25
1810.5641-01	25-Mar-21	Sandbox Productions	Photography and Imaging Services	7,682.40
1810.4754-01	25-Mar-21	Scorpion Training Solutions	Training Services	396.00
1803.2455-01	10-Mar-21	Scott Print	Printing Services	165.00
1805.2455-01	18-Mar-21	Scott Print	Printing Services	82.50
1810.2455-01	25-Mar-21	Scott Print	Printing Services	330.00
1795.1820-01	4-Mar-21	Secure Cash trading as Cash in Tran	Financial Services	25.00
1803.1816-01	10-Mar-21	Secure Cash trading as Cash in Tran	Financial Services	1,308.60
1795.2367-01	4-Mar-21	SEM Distribution	Equipment Supply and Repair	29.60
1795.354-01	4-Mar-21	Sigma Chemicals	Equipment Supply and Repair	679.80
1803.354-01	10-Mar-21	Sigma Chemicals	Equipment Supply and Repair	394.35
1805.354-01	18-Mar-21	Sigma Chemicals	Equipment Supply and Repair	2,336.48
1810.354-01	25-Mar-21	Sigma Chemicals	Equipment Supply and Repair	1,569.00
1805.2493-01	18-Mar-21	Sonic HealthPlus Pty Ltd - Osborne	Medical Equipment and Services	959.20
1810.2493-01	25-Mar-21	Sonic HealthPlus Pty Ltd - Osborne	Medical Equipment and Services	1,421.20
1803.4429-01	10-Mar-21	Southern Cross Austereo Pty Ltd	Advertising Services	5,549.50
1803.6049-01	10-Mar-21	Spacetoco Pty Ltd	Internet Hosting Services	330.00
1795.1953-01	4-Mar-21	Spider Waste Collection Services Pt	Waste Management Services	755.70
1795.138-01	4-Mar-21	St John Ambulance Australia (WA) In	Training Services	160.00
1805.138-01	18-Mar-21	St John Ambulance Australia (WA) In	Training Services	855.20
1810.138-01	25-Mar-21	St John Ambulance Australia (WA) In	Training Services	695.20
1805.5613-01	18-Mar-21	Stantons International Audit and	Audit Services - Property	1,210.55
1810.3391-01	25-Mar-21	Stewart & Heaton Clothing Co	Equipment Supply and Repair	395.67
1802.7220-01	10-Mar-21	Strata Plan 445	Grant - CCTV Partnership Program	750.00
1803.3996-01	10-Mar-21	StrataGreen	Landscaping Materials and Services	1,012.00
1801.4916-01	9-Mar-21	SuperChoice Services	Superannuation	235,524.89
1810.2109-01	25-Mar-21	Swan Towing	Towing Services	198.00
1805.3780-01	18-Mar-21	Swansea Street Markets	Amenities	147.70
1810.3780-01	25-Mar-21	Swansea Street Markets	Amenities	129.15
1805.5510-01	18-Mar-21	Swing Dance Academy	Event Performance and Activity	500.00
1799.144-01	4-Mar-21	Synergy	Electricity Usage Charges	720.70
1804.144-01	10-Mar-21	Synergy	Electricity Usage Charges	8,716.90
1808.144-01	22-Mar-21	Synergy	Electricity Usage Charges	86,309.63
1795.145-01	4-Mar-21	Taborda Contracting Pty Ltd	Traffic Control Services	495.00
1803.145-01	10-Mar-21	Taborda Contracting Pty Ltd	Traffic Control Services	895.13
1803.2156-01	10-Mar-21	Tamala Park Regional Council	Environmental Services	1,829.09
1799.152-01	4-Mar-21	Telstra Corporation Ltd	Telephone Usage Charges	431.03
1808.152-01	22-Mar-21	Telstra Corporation Ltd	Telephone Usage Charges	71.23
1805.7021-01	18-Mar-21	Tempfence WA	Fencing	1,980.00
1803.1939-01	10-Mar-21	TenderLink.com	Advertising Services	396.00
1805.1939-01	18-Mar-21	TenderLink.com	Advertising Services	198.00
1805.1869-01	18-Mar-21	The BBQ Man	Cleaning Services and Equipment	1,465.20
1805.2369-01	18-Mar-21	The Entertainment Bank Pty Ltd	Event Performance and Activity	385.00
1805.1577-01	18-Mar-21	The Funk Factory	Event Performance and Activity	5,492.52
1795.6842-01	4-Mar-21	The Goods Guys Discount Warehouses	Equipment Supply and Repair	12,870.00
1795.2764-01	4-Mar-21	The Integralis Holdings Unit Trust	Software and IT Solutions	3,136.10
1805.2764-01	18-Mar-21	The Integralis Holdings Unit Trust	Software and IT Solutions	1,113.20
1803.6603-01	10-Mar-21	The KP Collective	Event Performance and Activity	605.00
1810.158-01	25-Mar-21	The Lucky Charm Newsagency	Library Equipment and Stock	189.70
1805.312-01	18-Mar-21	The Royal Life Saving Society WA In	Medical Equipment and Services	1,495.00
1810.312-01	25-Mar-21	The Royal Life Saving Society WA In	Medical Equipment and Services	299.00
1795.6745-01	4-Mar-21	The Trustee for Astuta Trust t/a Ze	Equipment Supply and Repair	488.95
1795.6047-01	4-Mar-21	The Trustee for Deluca Family Trust	Vehicle Operating Expenses	40.00

## Payment Summary

### Creditors, Non Creditors, EFTs and Payroll

All Payments Made From 1-Mar-21 To 31-Mar-21

Payment	Date	Payee	Description	Amount
1803.6047-01	10-Mar-21	The Trustee for Deluca Family Trust	Vehicle Operating Expenses	368.00
1805.6047-01	18-Mar-21	The Trustee for Deluca Family Trust	Vehicle Operating Expenses	35.00
1810.7270-01	25-Mar-21	This is Creative Pty Ltd	Training Services	480.00
1803.3724-01	10-Mar-21	Threat Protect	Fire Alarm and Security Services	1,364.32
1805.3724-01	18-Mar-21	Threat Protect	Fire Alarm and Security Services	265.11
1810.3724-01	25-Mar-21	Threat Protect	Fire Alarm and Security Services	229.72
1805.3682-01	18-Mar-21	Tocojepa Pty Ltd T/as T-Quip	Plant Supply and Servicing	357.70
1810.725-01	25-Mar-21	Toolmart Australia Pty Ltd	Equipment Supply and Repair	768.20
1805.931-01	18-Mar-21	Total Eden Pty Ltd	Irrigation Supply and Repair	11,512.41
1810.931-01	25-Mar-21	Total Eden Pty Ltd	Irrigation Supply and Repair	358.39
1805.6281-01	18-Mar-21	Totally Workwear Belmont	Uniforms and Protective Equipment	1,887.00
1798.59-01	4-Mar-21	Town of Victoria Park - Lotto Club	Superannuation & Employee Deductions	51.57
1807.59-01	18-Mar-21	Town of Victoria Park - Lotto Club	Superannuation & Employee Deductions	50.88
1798.63-01	4-Mar-21	Town of Victoria Park - Staff Socia	Superannuation & Employee Deductions	293.25
1807.63-01	18-Mar-21	Town of Victoria Park - Staff Socia	Superannuation & Employee Deductions	294.95
1810.6906-01	25-Mar-21	Tree Planting and Watering	Landscaping Materials and Services	24,039.18
1805.6831-01	18-Mar-21	Trinity Trust trading as Irdi Legal	Legal Services	2,552.00
1795.7099-01	4-Mar-21	TTHD UNIT TRUST	Community Grant	15,000.00
1803.173-01	10-Mar-21	Tudor House	Printing Services	330.00
1803.529-01	10-Mar-21	UN Plumbing	Facility Maintenance Services	775.50
1805.529-01	18-Mar-21	UN Plumbing	Facility Maintenance Services	1,897.50
1810.529-01	25-Mar-21	UN Plumbing	Facility Maintenance Services	1,743.50
1795.4117-01	4-Mar-21	Veris Australia Pty Ltd	Engineering & Surveying Services	6,699.00
1805.6795-01	18-Mar-21	Vic Park Towing	Towing Services	286.00
1805.640-01	18-Mar-21	Victoria Park Junior Football Club	Training Services	2,250.00
1802.7250-01	10-Mar-21	Vivid Property Perth Pty Ltd	Rates	648.12
1810.375-01	25-Mar-21	Waste Stream Management	Waste Management Services	10,779.45
1799.36-01	4-Mar-21	Water Corporation	Water Usage Charges	11,749.94
1804.36-01	10-Mar-21	Water Corporation	Water Usage Charges	1,212.06
1808.36-01	22-Mar-21	Water Corporation	Water Usage Charges	5,527.47
1810.969-01	25-Mar-21	Wavesound Pty Ltd	Library Equipment and Stock	2,431.00
1810.5230-01	25-Mar-21	Way Funky Company Pty Ltd	Equipment Supply and Repair	947.43
1795.5606-01	4-Mar-21	Welstand Services Pty Ltd t/a LGC	Traffic Control Services	5,849.25
1803.2074-01	10-Mar-21	West Australian Newspapers Ltd	Membership and Subscription	37.19
1795.46-01	4-Mar-21	Westbooks	Library Equipment and Stock	2,255.00
1803.828-01	10-Mar-21	Western Australian Treasury Corpora	Loan Repayments	1,353,529.78
1805.568-01	18-Mar-21	Westrac Pty Ltd	Plant Supply and Servicing	1,141.78
1810.568-01	25-Mar-21	Westrac Pty Ltd	Plant Supply and Servicing	214.35
1805.376-01	18-Mar-21	WINC Australia Pty Limited	Office Supplies	63.38
1810.376-01	25-Mar-21	WINC Australia Pty Limited	Office Supplies	422.40
1810.6582-01	25-Mar-21	WISE Workplace	Human Resource Services	4,088.01
1795.2383-01	4-Mar-21	Wright Express Australia Pty Ld	Groceries	293.73
1803.2383-01	10-Mar-21	Wright Express Australia Pty Ld	Groceries	17.07
1805.2383-01	18-Mar-21	Wright Express Australia Pty Ld	Groceries	351.41
1810.2383-01	25-Mar-21	Wright Express Australia Pty Ld	Groceries	83.54
1805.2071-01	18-Mar-21	WSP Parsons Brinckerhoff	Design and Drafting Services	21,509.91
1810.2071-01	25-Mar-21	WSP Parsons Brinckerhoff	Design and Drafting Services	11,000.00
1805.101-01	18-Mar-21	Wurth Australia Pty Ltd	Machinery Servicing and Parts	303.02
<b>Total Creditors EFT Payments</b>				<b>5,884,372.55</b>
<b>Non Creditors Cheques</b>				
00608837	5-Mar-21	J Scott		860.57
00608838	5-Mar-21	Mr E P Garrity & Mrs J E Garrity		666.85
00608839	5-Mar-21	Mr K R Gibbons		80.55
00608836	5-Mar-21	Ms J R Jennings		568.00
<b>Total Non Creditors Cheques</b>				<b>2,175.97</b>
<b>Payroll</b>				
PY01-19	14-Mar-21	Municipal Fund Bank Account		567,211.68
PY01-20	28-Mar-21	Municipal Fund Bank Account		562,010.00
<b>Total Payroll</b>				<b>1,129,221.68</b>
<b>Total Payments From Municipal Fund Bank Account</b>				<b>7,017,116.92</b>
				<b>7,017,116.92</b>



# Payment Summary

Creditors, Non Creditors, EFTs and Payroll

All Payments Made From 1-Mar-21 To 31-Mar-21

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**Payment      Date      Payee      Description      Amount**

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**Cheques Cancelled between 1-Mar-21 and 31-Mar-21 that were raised in a prior period**

<u>Cheque</u>	<u>Payee</u>		<u>Raised</u>	<u>Value</u>	<u>Cancelled</u>
<b>Municipal Fund Bank Account</b>					
00608826	T La Rosa C/- Stirling Conveyancing		7-Jan-21	(879.25)	16-Mar-21
				<b>(879.25)</b>	
				<b>(879.25)</b>	

**Town of Victoria Park Rates Modelling for the 2021/22 Annual Budget**

**Base Year 2020/21**

**Rates - Model - Previous Year**

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As per the 2020/21 Annual Budget last year.

<b>The Budget</b>	<b>Rate in \$ / Minimum</b>	<b>Property Numbers</b>	<b>Rateable Value \$</b>	<b>Total \$</b>
<b>Differential General Rates</b>				
Residential	0.0916	12,459	227,821,251	20,868,427
Non-Residential	0.0969	1,622	187,472,519	18,166,087
		<b>14,081</b>	<b>415,293,770</b>	<b>39,034,514</b>
<b>Differential Minimum Payments</b>				
Residential	1,136	3,426	36,729,628	3,891,936
Non-Residential	1,181	357	3,426,706	421,617
		<b>3,783</b>	<b>40,156,334</b>	<b>4,313,553</b>
<b>Total</b>		<b>17,864</b>	<b>455,450,104</b>	<b>43,348,067</b>

Option 1 - No Vacant Land category, raises \$241,731 more than base year 2020/21 due to increase in valuations.

**Rates - Model - 0% Increase**

**no change in rate in the dollar or minimums**

Using the rates in the \$ and minimum payments applicable for the previous year and applying them against the current day valuations. NB: Interim and Back rates are not included.

<b>The Budget</b>	<b>Rate in \$ / Minimum</b>	<b>Property Numbers</b>	<b>Rateable Value \$</b>	<b>Total \$</b>
<b>Differential General Rates</b>				
Residential	0.0916	12,576	230,389,815	21,103,707
Non-Residential	0.0969	1,613	187,541,637	18,172,785
		<b>50,133</b>	<b>1,333,928,928</b>	<b>39,276,492</b>
<b>Differential Minimum Payments</b>				
Residential	1,136	3,379	36,202,820	3,838,544
Non-Residential	1,181	402	3,862,646	474,762
		<b>3,781</b>	<b>40,065,466</b>	<b>4,313,306</b>
<b>Total</b>		<b>53,914</b>	<b>1,373,994,394</b>	<b>43,589,798</b>

0.56% increase overall

**Option 2 - Includes Vacant Land Category raises \$675,844 more than base year 2020/21 due to increase in valuations and new vacant land category.**

**Rates - Model - 0% Increase**

**no change in rate in dollar or minimums**

Using the rates in the \$ and minimum payments applicable for the previous year and applying them against the current day valuations. NB: Interim and Back rates are not included.

<b>The Budget</b>	<b>Rate in \$ / Minimum</b>	<b>Property Numbers</b>	<b>Rateable Value \$</b>	<b>Total \$</b>
<b>Differential General Rates</b>				
Residential	0.0916	12,576	230,389,815	21,103,707
Non-Residential	0.0969	1,340	174,701,497	16,928,575
Vacant Land	0.1282	273	12,840,140	1,646,620
		<b>14,189</b>	<b>417,931,452</b>	<b>39,678,902</b>
<b>Differential Minimum Payments</b>				
Residential	1,136	3,379	36,202,820	3,838,544
Non-Residential	1,181	228	2,374,438	269,268
Vacant Land	1,363	174	1,488,208	237,197
		<b>3,781</b>	<b>40,065,466</b>	<b>4,345,009</b>
<b>Total</b>		<b>17,970</b>	<b>457,996,918</b>	<b>44,023,910</b>

1.56% increase overall

**Option 3 - No Vacant Land Category raises \$3,059,762 more than base year 2020/21 due to increase in valuations and 6.47% increase in rate in the \$ and minimums.**

**Rates - Model - User Defined Increase**

**6.470% Increase**

Using the rates in the \$ and minimum payments applicable for the previous year and increasing them by the % increase shown above. NB: Interim and Back rates are not included.

<b>The Budget</b>	<b>Rate in \$ / Minimum</b>	<b>Property Numbers</b>	<b>Rateable Value \$</b>	<b>Total \$</b>
<b>Differential General Rates</b>				
Residential	0.0975	12,576	230,389,815	22,463,007
Non-Residential	0.1032	1,613	187,541,637	19,354,297
		<b>14,189</b>	<b>417,931,452</b>	<b>41,817,304</b>
<b>Differential Minimum Payments</b>				
Residential	1,209	3,379	36,202,820	4,085,211
Non-Residential	1,257	402	3,862,646	505,314
		<b>3,781</b>	<b>40,065,466</b>	<b>4,590,525</b>
<b>Total</b>		<b>17,970</b>	<b>457,996,918</b>	<b>46,407,829</b>

7.06% increase overall



**Option 4 – Includes Vacant Land Category raises \$3,521,060 more than base year 2020/21 due to increase in valuations and 6.47% increase in rate in the \$ and minimums.**

**Rates - Model - User Defined Increase**

**6.470% Increase**

Using the rates in the \$ and minimum payments applicable for the previous year and increasing them by the % increase shown above. NB: Interim and Back rates are not included.

<b>The Budget</b>	<b>Rate in \$ / Minimum</b>	<b>Property Numbers</b>	<b>Rateable Value \$</b>	<b>Total \$</b>
<b>Differential General Rates</b>				
Residential	0.0975	12,576	230,389,815	22,463,007
Non-Residential	0.1032	1,340	174,701,497	18,029,194
Vacant Land	0.1365	273	12,840,140	1,752,679
		<b>14,189</b>	<b>417,931,452</b>	<b>42,244,881</b>
<b>Differential Minimum Payments</b>				
Residential	1,209	3,379	36,202,820	4,085,211
Non-Residential	1,257	228	2,374,438	286,596
Vacant Land	1,451	174	1,488,208	252,439
		<b>3,781</b>	<b>40,065,466</b>	<b>4,624,246</b>
<b>Total</b>		<b>17,970</b>	<b>457,996,918</b>	<b>46,869,127</b>

8.12% increase overall

**Option 5 – Includes Vacant Land Category raises \$3,617,121 more than base year 2020/21 due to increase in valuations and 6.7% increase in rate in the \$ and minimums. (Officer Recommendation)**

**Rates - Model - User Defined Increase**

**6.70% Increase**

Using the rates in the \$ and minimum payments applicable for the previous year and increasing them by the % increase shown above. NB: Interim and Back rates are not included.

<b>The Budget</b>	<b>Rate in \$ / Minimum</b>	<b>Property Numbers</b>	<b>Rateable Value \$</b>	<b>Total \$</b>
<b>Differential General Rates</b>				
Residential	0.0977	12,576	230,389,815	22,509,085
Non-Residential	0.1034	1,340	174,701,497	18,064,135
Vacant Land	0.1368	273	12,840,140	1,756,274
		<b>14,189</b>	<b>417,931,452</b>	<b>42,329,494</b>
<b>Differential Minimum Payments</b>				
Residential	1,212	3,379	36,202,820	4,095,348
Non-Residential	1,260	228	2,374,438	287,280
Vacant Land	1,454	174	1,488,208	253,066
		<b>3,781</b>	<b>40,065,466</b>	<b>4,635,694</b>
<b>Total</b>		<b>17,970</b>	<b>457,996,918</b>	<b>46,965,188</b>

8.34% overall increase

Option 6 – No Vacant Land Category raises \$678,616 more than base year 2020/21 due to increase in valuations and 1.0% increase in rate in the \$ and minimums.

**Rates - Model - User Defined Increase**

**1.000% Increase**

Using the rates in the \$ and minimum payments applicable for the previous year and increasing them by the % increase shown above. Interim rates are not included.

<b>The Budget</b>	<b>Rate in \$ / Minimum</b>	<b>Property Numbers</b>	<b>Rateable Value \$</b>	<b>Total \$</b>
<b>Differential General Rates</b>				
Residential	0.0925	12,576	230,389,815	21,311,058
Non-Residential	0.0979	1,613	187,541,637	18,360,326
		<b>14,189</b>	<b>417,931,452</b>	<b>39,671,384</b>
<b>Differential Minimum Payments</b>				
Residential	1,147	3,379	36,202,820	3,875,713
Non-Residential	1,193	402	3,862,646	479,586
		<b>3,781</b>	<b>40,065,466</b>	<b>4,355,299</b>
<b>Total</b>		<b>17,970</b>	<b>457,996,918</b>	<b>44,026,683</b>

1.57% increase overall

**Option 7 – Includes Vacant Land Category raises \$1,116,276 more than base year 2020/21 due to increase in valuations and 1.0% increase in rate in the \$ and minimums.**

**Rates - Model - User Defined Increase**

**1.00% Increase**

Using the rates in the \$ and minimum payments applicable for the previous year and increasing them by the % increase shown above. Interim rates are not included.

<b>The Budget</b>	<b>Rate in \$ / Minimum</b>	<b>Property Numbers</b>	<b>Rateable Value \$</b>	<b>Total \$</b>
<b>Differential General Rates</b>				
Residential	0.0925	12,576	230,389,815	21,311,058
Non-Residential	0.0979	1,340	174,701,497	17,103,277
Vacant Land	0.1295	273	12,840,140	1,662,798
		<b>14,189</b>	<b>417,931,452</b>	<b>40,077,133</b>
<b>Differential Minimum Payments</b>				
Residential	1,147	3,379	36,202,820	3,875,713
Non-Residential	1,193	228	2,374,438	272,004
Vacant Land	1,376	174	1,488,208	239,494
		<b>3,781</b>	<b>40,065,466</b>	<b>4,387,211</b>
<b>Total</b>		<b>17,970</b>	<b>457,996,918</b>	<b>44,464,343</b>

2.58% increase overall

**Option 8 – No Vacant Land Category raises \$1,536,610 more than base year 2020/21 due to increase in valuations and 3.0% increase in rate in the \$ and minimums.**

**Rates - Model - User Defined Increase**

**3.000% Increase**

Using the rates in the \$ and minimum payments applicable for the previous year and increasing them by the % increase shown above. Interim rates are not included.

<b>The Budget</b>	<b>Rate in \$ / Minimum</b>	<b>Property Numbers</b>	<b>Rateable Value \$</b>	<b>Total \$</b>
<b>Differential General Rates</b>				
Residential	0.0943	12,576	230,389,815	21,725,760
Non-Residential	0.0998	1,613	187,541,637	18,716,655
		<b>14,189</b>	<b>417,931,452</b>	<b>40,442,415</b>
<b>Differential Minimum Payments</b>				
Residential	1,170	3,379	36,202,820	3,953,430
Non-Residential	1,216	402	3,862,646	488,832
		<b>3,781</b>	<b>40,065,466</b>	<b>4,442,262</b>
<b>Total</b>		<b>17,970</b>	<b>457,996,918</b>	<b>44,884,677</b>

3.54% increase overall

**Option 9 – Includes Vacant Land Category raises \$1,983,032 more than base year 2020/21 due to increase in valuations and 3.0% increase in rate in the \$ and minimums.**

**Rates - Model - User Defined Increase**

**3.00% Increase**

Using the rates in the \$ and minimum payments applicable for the previous year and increasing them by the % increase shown above. Interim rates are not included.

<b>The Budget</b>	<b>Rate in \$ / Minimum</b>	<b>Property Numbers</b>	<b>Rateable Value \$</b>	<b>Total \$</b>
<b>Differential General Rates</b>				
Residential	0.0943	12,576	230,389,815	21,725,760
Non-Residential	0.0998	1,340	174,701,497	17,435,209
Vacant Land	0.1320	273	12,840,140	1,695,155
		<b>14,189</b>	<b>417,931,452</b>	<b>40,856,124</b>
<b>Differential Minimum Payments</b>				
Residential	1,170	3,379	36,202,820	3,953,430
Non-Residential	1,216	228	2,374,438	277,248
Vacant Land	1,404	174	1,488,208	244,296
		<b>3,781</b>	<b>40,065,466</b>	<b>4,474,974</b>
<b>Total</b>		<b>17,970</b>	<b>457,996,918</b>	<b>45,331,098</b>

4.57% increase overall



**Statement of Objects and Reasons**

**For Differential Rates 2021-2022**

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## Statement of Objects and Reasons

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### Foreword

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For the purposes of determining rates each year, property valuations have been the standard basis for the calculation of rates, not only in Australia, but for many overseas countries as well. However, it is recognised that valuations alone do not always produce equitable results in all communities and therefore the *Local Government Act 1995* (the Act) provides several options, such as differential and specified area rates, to assist in achieving the desired rating outcome. The purpose of levying rates is to meet the budget requirements each year in a manner that is deemed to be fair and equitable to the ratepayers of the community.

### Methods of Rating

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The Act specifies that where land is used predominantly for rural purposes, the rate levied shall be based upon its unimproved value (UV); and where land is used predominantly for non-rural purposes, the rate levied shall be on its gross rental value (GRV). A change in valuation methodology for a property must be made by the Council to the Department responsible for Local Government. The Minister responsible for Local Government must then approve a change valuation methodology for a property, based on the recommendation by the Department.

In accordance with the *Local Government Act 1995* the Town of Victoria Park uses Gross Rental Valuations (GRV) in the calculation of annual rates. These are generally valued every three years by the Valuer General (Landgate).

Interim valuations are issued to Council by Landgate for properties where changes have occurred as a result of subdivisions, building construction/demolition, additions and/or property rezoning. In such instances, Council must amend the rates for the properties concerned and issue an amended rate notice to the property owner.

### Differential Rating

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Differential rating allows Council flexibility in the level of rates being raised from specifically identified properties or groups of properties within the community. It is common for Councils to base differential rating for properties on Town Planning Scheme zonings however other criteria such as land-use may also be used.

The aim of the Council of the Town of Victoria Park is to ensure that rate revenue is collected on an equitable basis from all properties. For this reason the Council has proposed to adopt differential rates for the coming financial year.

Section 6.33 of the *Local Government Act 1995* makes provision for the Town to be able to levy differential rates based on any, or a combination, of the following:

- the purpose for which the land is zoned (conditions apply)
- a purpose for which the land is held or used as determined by the local government
- whether or not the land is vacant land
- any other characteristic or combination of characteristics prescribed.

Section 6.33 of the *Local Government Act 1995* also permits Council to levy differential rates such that the highest is no more than twice the lowest differential. A greater difference in differential rates may be used if Ministerial approval is granted.

The Town intends to establish the following differential rate categories:

- Residential - GRV
- Minimum Payment in respect to Residential - GRV
- Non-Residential - GRV
- Minimum Payment in respect to Non-Residential - GRV.
- Vacant Land – GRV
- Minimum Payment in respect to Vacant Land - GRV

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**Minimum Payments**

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Section 6.35 of the *Local Government Act 1995* makes provision for the Town to be able to set a minimum payment in relation to rateable land. The requirements are set out below:

- A local government may impose on any rateable land in its district a minimum payment which is greater than the general rate which would otherwise be payable on that land.
- A minimum payment is to be a general minimum, however a lesser minimum may be imposed (conditions apply).
- The local government is to ensure the general minimum is imposed on not less than -
  - a) 50% of the total number of separately rated properties in the district; or
  - b) 50% of the number of properties in each category;on which a minimum payment is imposed.
- A minimum payment is not to be imposed on more than the prescribed percentage of -
  - a) the number of separately rated properties in the district; or
  - b) the number of properties in each category, unless the general minimum does not exceed the prescribed amount.
- If a local government imposes a differential general rate on any land on the basis that the land is vacant land it may, with the approval of the Minister, impose a minimum payment in a manner that does not comply with other requirements.
- For the purposes of this section a minimum payment is to be applied separately, in accordance with the principles set forth in the above requirements in respect of each of the following categories -
  - a) to land rated on gross rental value;
  - b) to land rated on unimproved value; and
  - c) to each differential rating category where a differential general rate is imposed.

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**Overall Objective**

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The rates in the dollar (\$) for the various differential rates are calculated to provide the shortfall in revenue required to enable the Town to provide works and services in the coming financial year after taking into account all non-rate sources of revenue.

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**Objects and Reasons**

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**Residential - GRV****Proposed rate in the dollar of 0.0977**

The object of the proposed rate in the dollar is to ensure that the proportion of total rate revenue derived from residential properties remains essentially consistent with previous years. The reason is that the GRV valuations (upon which rates are based) for residential properties increased in 2017 by a significantly greater proportion than the GRV valuations for non-residential properties and, despite new valuations in 2020, still remain considerably disproportionate. It also includes the ongoing maintenance and service provision of Town assets and services primarily used by residential ratepayers.

**Minimum Payment in respect to Residential - GRV****Proposed Minimum Payment of \$1,212**

The object of the proposed minimum payment is to ensure that the proportion of increase is consistent with the overall rate increase in this category. It is also recognition that every residential property receives some level of benefit from provided works and services.

**Non-Residential - GRV****Proposed rate in the dollar of 0.1034**

The object of the proposed rate in the dollar is to ensure that the proportion of total rate revenue derived from non-residential properties remains essentially consistent with previous years. The reason is that the GRV valuations (upon which rates are based) for non-residential properties increased in 2017 by a significantly lesser proportion than the GRV valuations for residential properties and, despite new valuations in 2020, still remain considerably disproportionate. It also includes the ongoing maintenance and service provision of Town assets and services primarily used in a non-residential environment.

**Minimum Payment in respect to Residential - GRV****Proposed Minimum Payment of \$1,260**

The object of the proposed minimum payment is to ensure that the proportion of increase is consistent with the overall rate increase in this category. It is also recognition that every non-residential property receives some level of benefit from provided works and services.

**Vacant Land - GRV****Proposed rate in the dollar of 0.1368**

The object of the proposed rate in the dollar is to encourage absent owners of vacant land to develop and infill to improve the local economy and improve local visual amenity of the town. It also includes the ongoing maintenance and service provision of Town assets and services. The Town considers the development of all vacant ratable land to be in the best interests of the community as it will improve the vibrancy of the Town and neighbourhood centres.

**Minimum Payment in respect to Vacant Land - GRV****Proposed Minimum Payment of \$1,454**

The object of the proposed minimum payment is to ensure that absent owners of vacant land still contribute to the operations of the Town. It is also recognition that every vacant land property receives some level of benefit from provided works and services.

**Summary of Estimated Rate Revenue**

	Rate in \$ / Minimum	Property Numbers	Rateable Value \$	Total \$
<b>Differential General Rates</b>				
Residential	0.0977	12,576	230,389,815	22,509,085
Non-Residential	0.1034	1,340	174,701,497	18,064,135
Vacant Land	0.1368	273	12,840,140	1,756,274
		<b>14,189</b>	<b>417,931,452</b>	<b>42,329,494</b>
<b>Differential Minimum Payments</b>				
Residential	1,212	3,379	36,202,820	4,095,348
Non-Residential	1,260	228	2,374,438	287,280
Vacant Land	1,454	174	1,488,208	253,066
		<b>3,781</b>	<b>40,065,466</b>	<b>4,635,694</b>
<b>Total</b>		<b>17,970</b>	<b>457,996,918</b>	<b>46,965,188</b>

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**Important Note**

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As at the date of publication of this document the Valuer General's Office continues to supply interim valuations to the Town, which are effective for this current financial year. In order to determine the above 'Summary of Estimated Rate Revenue' table, assumptions on interim valuations have been made. As such, the table is likely to change prior to the adoption of the Annual Budget. Any additions or reductions are expected to be minor. The principles outlined in the Objects and Reasons will be maintained when adopting the final rates in the dollar and minimum payments for the Annual Budget.

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**Invitation for Submissions**

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Submissions are invited from any elector or ratepayer with respect to the proposed differential rates, and any related matters. Submissions should be sent to:

**Town of Victoria Park**  
**Locked Bag 437**  
**Victoria Park WA 6979**

and clearly marked *Differential Rating Submission*.

All submissions are to be received by no later than 4:00 pm on Friday 18 June 2021.

**A Vuleta**  
**Chief Executive Officer**



TOWN OF  
**VICTORIA PARK**

Clause 35 of the Meeting Procedures Local Law 2019

**Petition of Electors**

To the Mayor of the Town of Victoria Park,

We, the undersigned, all being electors of the Town of Victoria Park do respectfully request that Council:

1. Review and reconsider the priority of Rouse Lane on the Town's R.O.W priority schedule;
2. Identify upgrades to Rouse Lane to address lighting and aesthetics (road/kerbing/fences);
3. Consider a budget allocation in the Council's 2021/22 budget to improve the safety and amenity of Rouse Lane

Correspondence should be addressed to:

Linda Madleigh - lindahadleigh@gmail.com  
Carol Keay - carolk.1978@gmail.com

The names and addresses of the petitioners are as follows:

Date	Full Name	Address	Signature
11-3-2021	Pierre MASSART	52A Swanslea St EAST VIC PARK	
"	PETER SMITH	22 MINT STREET. EAST VIC PARK	
" "	Jonathan Wan	259 Shepperton Rd EVP	
"	MARY HEALY	56A SWANSELA ST E. VIC PK 6101	
"	Thomas P. John	273B, Shepperton Road	
"	Carmen Stewart	66A SWANSEA ST	
"	Manita Poudel	277A Shepperton Road	

Date	Full Name	Address	Signature
11/3/21	Layne van Smaden	287a Rouse Lane	[Signature]
11/3/21	Jenny Joine	86A Swansea St.	[Signature]
11/3/21	DAEEN WILSON	88A SWANSEA ST	[Signature]
13/3/21	RAY HARRIS	20 MINT ST	[Signature]
13/3/21	Blaise Campbell	265 Shepperton Road	BC
13/3/21	Richard Gallaher	267 Shepperton Rd	R.
13/3/21	SOPHIA DUNGO	269 Shepperton Rd	[Signature]
13/3/21	TIMOTHY IRELAND	277 SHEPPERTON RD	[Signature]
13/3/21	Sahika Abdalla	289 Shepperton Rd	[Signature]
13.3.21	Deepest Sig	289A Shepperton Rd	[Signature]
13.3.21	Blanca Whyte.	43 Dane St.	[Signature]
13.3.21	KAN DANIELS	37 DANE ST	[Signature]
13/03/21	René Polletta	285 Shepperton Rd	[Signature]
13/03/21	Suzie Bishop	287 Shepperton Rd	[Signature]
13/03/21	JONATHAN BISHOP	287 SHEPPERTON ROAD	[Signature]
25/03/21	Charmaine Heard	96 Swansea St	[Signature]
25/3/21	ROSEMARY KICKETT	94 SWANSEA ST	[Signature]
25/3/21	Peter Heijboer	92 Swansea St.	[Signature]
25/3/21	Peter Pass	90 SWANSEA ST	[Signature]
25/3/21	sharna McDonagh	84 Swansea St	[Signature]
25/3/21	MEGAN WATSON	82 SWANSEA ST	[Signature]
25/3/21	Daniels	80A Swansea St, EUP	[Signature]
25/3/21	Lee-Anne	74 Swansea St E. Vic Park	[Signature]
25/3/21	James Poole	68a Swansea St	[Signature]

11

Date	Full Name	Address	Signature
25.3.2021	Catherine Burry	72 Swansea St, EVP, WA6101	CBury
25/3/2021	James Callegari	66 Swansea St, EVP, WA6101	<del>James Callegari</del>
25/3/2021	GRANHAM HOLT	64 SWANSEA ST EVP WA6101	<del>Granholt</del>
25/3/21	Sandi Guy.	62 Swansea St. EVP WA 6101	SandGuy
25/3/21	Tommy Herbert	54 Swansea St EVP WA	Tommy Herbert
25/3/21	Jup'ita sascha djaja	16 Mint St, EAST VIC PARK	Jup'ita
13/4/21	Cassandra Bray	273A Shepperton Rd, EVP	CK Bray
13/4/21	Andrew Bergckl	275 Shepperton Rd GVP	Andrew Bergckl
13/4/21	Dame Bowler	293 Shepperton Rd EVP	Dame Bowler
15/4/21	DARYL HADLEY	261 Shepperton Rd EVP	Daryl Hadley
15/4/21	Sarah Malacari	60 Swansea St, EVP	Sarah Malacari
15.4/21	Mary Acaro	58 SWANSEA ST EVP	Mary Acaro PP
16.4.21	Tricia Linto	255 Shepperton Rd.	Tricia Linto PP
16.4.21	Lisa Reid	263 Shepperton Rd	Lisa Reid PP

P.P. :- I know these neighbours + as they are away they asked me to sign for them.