



W A V E R L E Y
C O U N C I L

COUNCIL MEETING

A meeting of WAVERLEY COUNCIL will be held at Waverley Council Chambers
Cnr Paul Street and Bondi Road, Bondi Junction at:

6.30PM, TUESDAY 16 MAY 2017

Cathy Henderson
Acting General Manager

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AGENDA

PRAYER AND ACKNOWLEDGEMENT OF INDIGENOUS HERITAGE

The Mayor will read the following Opening Prayer and Acknowledgement of Indigenous Heritage:

“God, we pray for wisdom to govern with justice and equity. That we may see clearly and speak the truth and that we work together in harmony and mutual respect. May our actions demonstrate courage and leadership so that in all our works thy will be done. Amen.

Waverley Council respectfully acknowledges our Indigenous heritage and recognises the ongoing Aboriginal traditional custodianship of the land which forms our Local Government Area”.

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2. Declarations of Pecuniary and Non-Pecuniary Interests

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CONFIRMATION AND ADOPTION OF MINUTES CM/4.1/17.05



WAVERLEY
COUNCIL

Subject: Confirmation of Minutes - Council Meeting - 12 April 2017

TRIM No.: SF17/81

Author: Al Johnston, Governance and Internal Ombudsman Officer

RECOMMENDATION:

That the Minutes of the Council Meeting held on 12 April 2017 be received and noted, and that such minutes be confirmed as a true record of the proceedings of that meeting.

Introduction/Background

The minutes of the Council meeting must be submitted to Council for confirmation, in accordance with Section 375 of the Local Government Act 1993.

Attachments:

1. Council Meeting Minutes - 12 April 2017



**MINUTES OF THE WAVERLEY COUNCIL MEETING
HELD AT WAVERLEY COUNCIL CHAMBERS, CNR PAUL STREET AND BONDI ROAD, BONDI JUNCTION ON
WEDNESDAY, 12 APRIL 2017**

Present:

Councillor Sally Betts (Mayor) (Chair)	Hunter Ward
Councillor Tony Kay (Deputy Mayor)	Waverley Ward
Councillor Angela Burrill	Lawson Ward
Councillor Joy Clayton	Bondi Ward
Councillor Andrew Cusack	Lawson Ward
Councillor Leon Goltsman	Hunter Ward
Councillor Miriam Guttman-Jones	Hunter Ward
Councillor Paula Masselos	Lawson Ward
Councillor Bill Mouroukas	Waverley Ward
Councillor Ingrid Strewe	Waverley Ward
Councillor John Wakefield	Bondi Ward

Staff in attendance:

Cathy Henderson	Acting General Manager
Linda Bathur	Acting Director, Waverley Life
Peter Monks	Director, Waverley Futures
Emily Scott	Acting Director, Waverley Renewal
Jane Worthy	Internal Ombudsman

At the commencement of proceedings at 6.30 pm, those present were as listed above, with the exception of Crs Strewe and Wakefield, who arrived at 6.31 pm.

At 8.56 pm, before the consideration of Item CM/7.9/17.04, the Mayor, Cr Betts, vacated the Chair, and the Deputy Mayor, Cr Kay, assumed the Chair. Cr Betts then left the Chamber and was not present at, or in the sight of, the meeting for the consideration and vote on this item.

At 9.00 pm, after the vote on Item CM/7.9/17.04, Cr Kay relinquished the Chair. Cr Betts returned to the Chamber and assumed the Chair.

At 9.33 pm, Cr Burrill left the meeting and did not return.

PRAYER AND ACKNOWLEDGEMENT OF INDIGENOUS HERITAGE

The Mayor read the following Opening Prayer and Acknowledgement of Indigenous Heritage:

God, we pray for wisdom to govern with justice and equity. That we may see clearly and speak the truth and that we work together in harmony and mutual respect. May our actions demonstrate courage and leadership so that in all our works thy will be done. Amen.

Waverley Council respectfully acknowledges our Indigenous heritage and recognises the ongoing Aboriginal traditional custodianship of the land which forms our Local Government Area.

1. Apologies/Leaves of Absence

There were no apologies.

2. Declarations of Pecuniary and Non-Pecuniary Interests

The Chair called for declarations of interest and the following were received:

- 2.1 Cr Clayton declared an interest in Item CM/7.9/17.04 – Small Grants Program 2016/17 (Round 2), and informed the meeting that she is a member of the Waverley Community and Seniors Association, and the Waverley Historical Society; and that she is also on the Bondi Beach Public School Committee. Cr Clayton advised that she will be leaving the Chamber for this item.
- 2.2 Cr Clayton declared an interest in Item CM/7.10/17.04 – Introduction of Venue Hire Grant Program, and informed the meeting that she is on the committee of the Justices Association, and that she will be leaving the Chamber for this item.
- 2.3 Cr Betts declared a significant non-pecuniary interest in Item CM/7.9/17.04 – Small Grants Program 2016/17 (Round 2), and informed the meeting that she is on the management committee of WAYS. Cr Betts advised that she will be leaving the Chamber for this item.
- 2.4 Cr Clayton declared an interest in Item CM/8.6/17.04 – Council Amalgamations, and informed the meeting that she knows the speaker very well, and that he has been the campaign manager for the Liberal Party. Cr Clayton advised that she will be leaving the Chamber for this item.
- 2.5 Cr Wakefield declared a less than significant non-pecuniary interest in Item CM/8.6/17.04 – Council Amalgamations, and informed the meeting that he knows the speaker.

3. Addresses to Council by Members of the Public

- 3.1 R Fazzari – CM/7.1/17.04 – Draft 2017/18 Budget and Long Term Financial Plan 4.4 Forecasts.
- 3.2 A Ford (chief petitioner) – CM/7.15/17.04 – Petition – Tree Swing outside 65 Gardyne Street, Bronte.
- 3.3 L Heath (on behalf of Community for Local Options for Secondary Education) – CM/8.5/17.04 – Current and Projected School Enrolments.

3.4 B Morrow – CM/8.6/17.04 – Council Amalgamations.

4. Confirmation and Adoption of Minutes

CM/4.1/17.04 Confirmation of Minutes - Council Meeting - 21 March 2017 (SF17/81)

MOTION / DECISION

Mover: Cr Mouroukas
Seconder: Cr Goltsman

That the minutes of the Council Meeting held on 21 March 2017 be received and noted, and that such minutes be confirmed as a true record of the proceedings of that meeting.

CM/4.2/17.04 Adoption of Minutes - Waverley Traffic Committee Meeting - 23 March 2017 (SF17/98)

MOTION / DECISION

Mover: Cr Mouroukas
Seconder: Cr Kay

That Part 1 of the Minutes of the Waverley Traffic Committee Meeting held on 23 March 2017 be received and noted, and that the recommendations contained therein be adopted.

5. Mayoral Minutes

CM/5.1/17.04 High Tide Room, Bondi Pavilion - Investigation of Options for the Repair or Replacement of the Roof (A03/0929-04)

MOTION / UNANIMOUS DECISION

Mover: Cr Betts
Seconder: Cr Burrill

That Council:

1. Agrees to investigate options for the repair or replacement of the roof of the High Tide room at the Bondi Pavilion.
2. Agrees that a report come back to Council outlining the benefits and costs of the two options at the soonest opportunity.

Background

The High Tide room roof located in the South Western wing of the Bondi Pavilion is a much-loved and well-utilised community facility. The roof of the building has been leaking for some time during the wet weather events, and this has impacted on the activities taking place in the room and has resulted in a number of community complaints.

Contractors have been engaged on many occasions in recent years to carry out repairs to try and seal the roof and prevent water ingress. It was felt a large capital investment to repair the roof was not appropriate given the planned full upgrade of the Bondi Pavilion building.

Council has now approved a staged approach to the Pavilion upgrade. As the extent and timing of stage 2,

which would include this section of the building is yet to be determined, a longer term solution to prevent the leaks needs to be found.

After discussions with relevant staff, two available options have been identified for the treatment of the roof to address the issue:

1. Replacement of sections of the roof that are in the worst condition and resealing all joints.
2. Full replacement of the roof.

CM/5.2/17.04 Waverley Oval - Installation of Cricket Sight Screen (A10/0864)

MOTION / DECISION

Mover: Cr Betts

That Council installs new cricket sight screens at Waverley Oval, with adaption to make it suitable as a ball net for winter football codes.

Background

Eastern Suburbs Cricket Club have generated financial support for this project, with a \$10,000 contribution from the Community Building Partnership Program and \$25,000 from Cricket NSW. The Cricket Club and Council are also in discussions with AFL ACT/NSW about a contribution towards the ball net portion of the infrastructure. Council will provide the balance of approximately \$45,000–\$55,000 depending on final quotes, from the existing budget.

Easts Cricket approached Council regarding concerns with the existing sight screens in 2015. The current sight screens are heavy, aged and cumbersome to move around. Council looked to replace these at the time, but issues around the suitability of regular sight screens at Waverley Park meant the order had to be cancelled. There has been difficulty finding a suitable solution that is safe, easy to use and fit for purpose due to the high winds in the exposed nature of the Oval. In late 2016, in a meeting with Cricket NSW and Eastern Suburbs Cricket Club, the outcome suggested a permanent framed structure along the boundary fence similar to other grounds of first grade stature.

The sight screens in cricket are an important piece of equipment that addresses safety concerns in the game. The screens are usually white, to contrast against the red cricket ball, and is set up behind the bowler to allow the batter better vision of the ball being bowled. Balls bowled in first grade cricket can reach speeds over 150 km/h.

Recently, there has been higher awareness of the importance of safety measures for cricket after the tragedy of a cricket player losing his life after impact from a cricket ball while batting. A direct blow to the body can cause significant injury. The rising ball can cause injury to the eye, face, hand and wrist or soft tissue injury to shoulder and upper arm.

The current sight screens are small, antiquated and not compliant with high performance standards, and extremely difficult to move. Sight screens continually need to be moved throughout the game and the current screens need three players to move it each time.

Waverley Council are responsible to maintain and repair the sight screens as part of the long-term agreement with Eastern Districts Cricket Club. With options to extend, this license is due to expire in 2027. If a framed structure was built onto the fence at Waverley Oval, there is the option to make an adaption to allow a ball net for AFL and Rugby in the winter. This option means the structure would have year-round use, and would increase safety not only for those playing within the field, but reduce loose balls outside the

field and not running onto Bondi Road, as currently can occur.

CM/5.3/17.04 Audit of Phasing of Pedestrian Lights (A03/0042-04)

MOTION / DECISION

Mover: Cr Betts

That Council:

1. Requests RMS to assess crossing times at signalised pedestrian crossings in the Waverley LGA to determine whether they meet the standards and community expectation for time to cross the road, especially for the elderly and mobility-impaired, and that a report come back to Council indicating outcomes achieved.
2. Requests that the audit commence with the traffic lights in Bondi Junction.
3. Requests that, where appropriate, the maximum permissible phasing for pedestrians be instituted.

Background

Council has received quite a few complaints, mainly in Bondi Junction, that it is difficult for elderly people to cross at the pedestrian lights before they change. As there is a standard, these standards should be checked. Enhanced pedestrian safety is to be emphasised in the request to the RMS with the following locations being priorities because of the amount of pedestrians crossing at these pedestrian lights: Spring Street, Bronte Road and Oxford Street, Bondi Junction.

6. Obituaries

There were no obituaries.

Council rose for a minute's silence for the souls of people generally who have died in our Local Government area.

7. Reports

CM/7.1/17.04 Draft 2017/18 Budget and Long Term Financial Plan 4.4 Forecasts (A03/2236)

MOTION

Mover: Cr Cusack
Seconder: Cr Burrill

That Council:

1. Adopts, for purposes of public exhibition, the draft budget estimates of income and expenditure, including capital expenditure, for the financial year 2017/18 for inclusion in the Draft Operational Plan, for community consultation.
2. Notes the Draft Long Term Financial Plan (LTFP4.4) for an 11 year period from 2017/18 to 2027/28 including Income Statement, Balance Sheet, Statement of Cash Flows, Reserve Balances, Assumptions and Sensitivity Analysis.

3. Brings forward the re-sheeting of Shaw Street, North Bondi, due to severe deterioration of the road, and adds the project to the draft 2017/18 Capital Works Program prior to public exhibition.
4. Investigates the inclusion of an additional Bondi Park picnic shelter in Biddigal Reserve adjacent to the children's playground in the draft 2017/18 Capital Works Program while on public exhibition, and reports back as part of the budget process.

AMENDMENT 1

Mover: Cr Masselos
Seconder: Cr Wakefield

That the Motion be adopted subject to the deletion of line item 28 (Civic Heart Project) in Attachment 3.

THE AMENDMENT WAS PUT AND DECLARED LOST.

Division

For the Amendment: Crs Guttman-Jones, Masselos, Strewe and Wakefield.

Against the Amendment: Crs Betts, Burrill, Clayton, Cusack, Goltsman, Kay and Mouroukas.

AMENDMENT 2

Mover: Cr Wakefield
Seconder: Cr Masselos

That the Motion be adopted subject to the deletion of the \$10,962,890 allocated to Stage 2 of the Bondi Pavilion Upgrade and Conservation Project in line item 10 (2021/22) in Attachment 3.

THE AMENDMENT WAS PUT AND DECLARED LOST.

Division

For the Amendment: Crs Guttman-Jones, Masselos, Strewe and Wakefield.

Against the Amendment: Crs Betts, Burrill, Clayton, Cusack, Goltsman, Kay and Mouroukas.

THE MOTION WAS THEN PUT AND DECLARED CARRIED.

Division

For the Motion: Crs Betts, Burrill, Clayton, Cusack, Goltsman, Guttman-Jones, Kay and Mouroukas.

Against the Motion: Crs Masselos, Strewe and Wakefield.

DECISION: That the Motion be adopted.

R Fazzari addressed the meeting.

**CM/7.2/17.04 Draft Operational Plan 2017/18 and Proposed Pricing Policy, Fees and Charges
2017/18 (A17/0149)**

MOTION

Mover: Cr Kay
Seconder: Cr Burrill

That Council:

1. Adopts the Draft Operational Plan 2017–18 and the proposed Pricing Policy, Fees and Charges 2017–18 for placement on public exhibition as in Attachments 1 and 2 in accordance with section 405 of the *Local Government Act 1993*, subject to the following amendments:

- (a) The following item be added to the section entitled 'Permit Classification Residents' Visitor Parking Permit' on page 35 (page 148 of the agenda) of the Pricing Policy, Fees and Charges:

Tradesperson's Permit (for RPS non-metered areas) – fee \$90 per week.

2. Adopts for placement on public exhibition the Rating Structure for 2017–18 contained on page 59 of the Operational Plan 2017–18 in Attachment 1, together with the proposed Pricing Policy, Fees and Charges 2017–18 as in Attachment 2, in accordance with sections 497, 516, 518, 529(2)(d), 534, 535 and 548(3) of the *Local Government Act*, making the following rates and charges for every parcel of rateable land within the Waverley Council Local Government Area for the period of 1 July 2017 to 30 June 2018:

- (a) That an ordinary rate of zero point one one zero two three cents (0.11023) in the dollar subject to a minimum rate in accordance with section 548(3) of the Act, of xxx per assessment on all rateable land categorised Residential in accordance with section 516 of the Act and sub-categorised Ordinary in accordance with section 529(2)(b) of the Act be now made for the period 1 July 2017 to 30 June 2018.
- (b) That an ordinary rate of zero point five one seven eight one cents (0.51781) in the dollar on all rateable land categorised Business in accordance with section 518 of the Act and sub-categorised Ordinary in accordance with section 529(2)(d) of the Act be now made for the period 1 July 2017 to 30 June 2018.
- (c) That an ordinary rate of zero point eight three six zero zero zero cents (0.83600) in the dollar on all rateable land categorised Business in accordance with section 518 of the Act and sub-categorised Bondi Junction in accordance with section 529(2)(d) of the Act be now made for the period 1 July 2017 to 30 June 2018.
- (d) That in accordance with section 496 of the *Local Government Act*, the charge for the Domestic Waste Management Service is set at \$515.00 per service per annum for the period 1 July 2017 to 30 June 2018.

AMENDMENT

Mover: Cr Masselos
Seconder: Cr Wakefield

That the Motion be adopted subject to the following amendment to the Pricing Policy, Fees and Charges:

Bondi Junction Eastgate Car Park: delete the \$1.00 fee for 0-1 hour, and replace with \$0.

THE AMENDMENT WAS PUT AND DECLARED LOST.

Division

For the Amendment: Crs Masselos, Strewé and Wakefield.

Against the Amendment: Crs Betts, Burrill, Clayton, Cusack, Goltsman, Guttman-Jones, Kay and Mouroukas.

THE MOTION WAS THEN PUT AND DECLARED CARRIED.

DECISION: That the Motion be adopted.

Cr Strewé was not present for the vote on this item.

CM/7.3/17.04 Waverley Mall Public Art Commission Recommendation (A03/0161)**MOTION / UNANIMOUS DECISION**

Mover: Cr Burrill
Second: Cr Goltsman

That Council endorses the Public Art Committee recommendation that Jade Oakley be awarded the public art commission for Waverley Mall.

CM/7.4/17.04 Security Bond System for Footpath Seating and Commercial Waste Customers (A05/1181-02)**MOTION / UNANIMOUS DECISION**

Mover: Cr Cusack
Second: Cr Wakefield

That Council:

1. Notes the security bond system currently in place for Footpath Seating licences.
2. Does not introduce a security bond system for Commercial Waste services.
3. Notes that Council has previously resolved to investigate the use of a credit reporting agency for commercial waste payment defaults, and that a report be prepared for the May 2017 Council Meeting with recommendations and findings on what actions can be taken.

CM/7.5/17.04 Investment Portfolio Report – March 2017 (A03/2211)**MOTION / UNANIMOUS DECISION**

Mover: Cr Cusack
Second: Cr Burrill

That Council:

1. Receives the Investment Portfolio Report – March 2017.
2. Notes that all investments have been made in accordance with the requirements of section 625 of the *Local Government Act 1993* and directions from the Minister for Local Government, including Ministerial Investment Orders and Council's Investment Policy.

CM/7.6/17.04 Draft Central District Plan and Towards our Greater Sydney 2056 - Submission (A16/0717)**MOTION / UNANIMOUS DECISION**

Mover: Cr Kay
Second: Cr Betts

That Council endorses the draft submission to the Greater Sydney Commission on the draft Central District Plan and 'Towards our Greater Sydney 2056', subject to the following amendments:

1. Under the issue of Affordable Housing on page 7 of the submission (page 223 of the agenda), the last sentence of the third paragraph be amended to read as follows:

‘This represents approximately 5% of uplift.’

2. Under the issue of Affordable Housing on page 7 of the submission (page 223 of the agenda), the fourth paragraph be amended to read as follows:

‘The GSC target therefore needs to be a more aggressive and informed policy position. As an alternative, the affordable housing target should apply to all “major” residential flat building (RFB) development, and not just where there is value uplift through rezoning, if the GSC hopes to meet the annual affordable housing requirements stated in the CDP.’

CM/7.7/17.04 Proposed Changes to the Environmental Planning and Assessment Act 1979 - Submission (A11/0500)

MOTION / UNANIMOUS DECISION

Mover: Cr Kay
Seconder: Cr Betts

That Council endorses the submission to the Department of Planning and Environment on the proposed changes to the *Environmental Planning and Assessment Act 1979*.

CM/7.8/17.04 Draft Bondi Junction Evening, Entertainment and Culture Strategy (A16/0262)

MOTION / UNANIMOUS DECISION

Mover: Cr Kay
Seconder: Cr Burrill

That Council:

1. Notes amendments to the draft Bondi Junction Evening, Culture and Entertainment Strategy, additional information provided and further stakeholder engagement undertaken, as per the Operations Committee resolution on 7 February 2017.
2. Authorises the public exhibition of the Draft Bondi Junction Evening, Culture and Entertainment Strategy for a period of 28 days, subject to the following additional amendments to the Strategy:

- (a) Page 6 (page 257 of the agenda) amended to reflect the following:

‘Place Curator and Coordinator Function’, paragraph one is amended to start: ‘In the short and medium term...’

‘Alfresco Dining Incentives’, paragraph two is amended to read: ‘Current Context: The cost of permits within the Waverley Council area includes a refundable bond and an annual fee depending on street location, which may not be compatible with other Councils.’

‘Alfresco Dining Incentives’, change the end of second recommendation to read: ‘...response times and streamline the process.’

‘Alfresco Dining Incentives’, new recommendation to read: ‘Investigate new locations for alfresco dining.’

- (b) Page 7 (page 258), first sentence of the final recommendation be amended to read: ‘Design an

illustrated map that uncovers all the secrets of Bondi Junction evening activities and builds upon the existing Public Art Walking Trail Map.'

- (c) Page 8 (page 259), 'Entertainment and Live Music':

First recommendation be amended to end as follows: '...throughout the Bondi Junction commercial area.'

Fifth recommendation, second sentence be amended to end as follows: '...and later spread out into other areas of the commercial centre.'

- (d) Page 10 (page 261), 'Transport & Access Improvements', third recommendation be amended to start as follows: 'A pilot strategy should investigate the provision of free parking, with an emphasis on off-street public parking, during special events...'

- (e) Page 13 (page 264), 'Public Toilets', third paragraph, amended as follows:

Second sentence, 'This should focus on the area around Oxford Street Mall.'

End of third sentence to read as follows: '...in the evenings, and include how private developments might be incentivised to provide publicly accessible toilets in future development applications.'

- (f) Page 14 (page 265), add a new third section titled 'Rowe Street Public Art' as follows:

'Rowe Street Public Art

The Rowe Street ramp links Tiffany Plaza and the Bus Rail Interchange with Oxford Street Mall and various arcades, such as Bronka Arcade, which provide pedestrian connectivity through to Spring Street and the Eastgate Carpark. The permeability of Oxford Street Mall and the role of Rowe Street to deliver commuters and pedestrians to this space means that the intersection of Rowe Street and Oxford Street Mall represents a significant pedestrian/commuter focal point. This can be celebrated through provision of a major public art initiative as already provided on the walls alongside the Rowe Street ramp and as outlined in the Public Art Masterplan. Rowe Street provides an excellent space for interaction and public art. Installation of the 'Hanging Sculpture', as identified in the Public Art Masterplan, is a key priority.'

- (g) Page 18 (page 269), 'Norman Lee Place', second recommendation be amended to read:

'Investigate the potential as a key location for pop up events, performances and food trucks to activate the space, subject to a risk assessment and residential survey to ensure residential amenity is not adversely affected.'

- (h) Page 19 (page 270), 'Eastgate Car Park', fourth paragraph, end of sentence be amended to read:

'...risk assessments and residential surveys to ensure that there is no adverse impact on residential amenity.'

- (i) Page 21 (page 272), amended to reflect the following:

'Tailgate Party/Night Markets', first paragraph, change the end of the third sentence to read: '...or the commercial section of Bronte Road at the end of Allens Parade, subject to a risk assessment and residential survey to ensure residential amenity is not adversely affected.'

‘Parklets’, the first sentence to read: ‘To assist with providing more alfresco dining opportunities, individual Parklets could be installed following a risk assessment, where appropriate; each one should be limited in size to one or two parking spaces, should be well lit, and include public art and plantings to help create a public asset with a relaxed atmosphere.’

- (j) Page 23 (page 274), amended to reflect the following:

‘Westfield’, the second sentence to read: ‘The following activities could be managed by Westfield to develop and promote greater interaction...’

Third dot point, first sentence, ‘Fund significant art pieces, including investigating a hanging artwork suspended between the two Westfield buildings.’

Add a fourth dot point as follows: ‘The Westfield artwork, potentially including a lighting element, will involve negotiations with Westfield which, if successful, will necessitate a risk and safety assessment.’

3. Approves that the public exhibition of the Draft Bondi Junction Evening, Culture and Entertainment Strategy will be launched with a pilot project titled ‘After Dark in the Junction’, subject to the following matters:
- (a) Events are not to include activation of the Eastgate rooftop car park; alternative locations at ground level are to be identified.
 - (b) The use of the residential section of Allens Parade is not permitted; activation is to be limited to the commercial part of Bronte Road only.
 - (c) The Mayor (and/or Mayor’s delegate) and Lawson Ward Councillors are to be consulted on the planning process of the project, including which events are to proceed.
 - (d) A risk assessment is to be undertaken for all demonstration projects to ensure that residential amenity is not adversely affected.
4. Notes that a report will be presented to Council following the public exhibition period, which summarises the outcomes of the public exhibition and includes a revised Bondi Junction Evening, Culture and Entertainment Strategy for formal adoption.

CM/7.9/17.04 Small Grants Program 2016/17 (Round 2) (A16/0850)

Cr Clayton declared an interest in this item, and informed the meeting that she is a member of the Waverley Community and Seniors Association, and the Waverley Historical Society; and that she is also on the Bondi Beach Public School Committee. Cr Clayton was not present at, or in the sight of, the meeting for the consideration and vote on this item.

Cr Betts declared a significant non-pecuniary interest in this item, and informed the meeting that she is on the management committee of WAYS. Cr Betts vacated the Chair, and was not present at, or in sight of, the meeting for the consideration and vote on this item. Cr Kay assumed the Chair for this item.

MOTION / UNANIMOUS DECISION

Mover: Cr Goltsman
Seconded: Cr Mouroukas

That Council approves grants to the value of \$48,738 to organisations and individuals as set out in Table 1

of this Report, under its Small Grants Program (Round 2) 2016/17, with conditions where specified in Attachment 1.

CM/7.10/17.04 Introduction of Venue Hire Grant Program (A13/0273)

Cr Clayton declared an interest in this item, and informed the meeting that she is on the committee of the Justices Association. Cr Clayton was not present at, or in the sight of, the meeting for the consideration and vote on this item.

MOTION / DECISION

Mover: Cr Goltsman
Seconder: Cr Mouroukas

That Council:

1. Introduces a Venue Hire Grant Program under s 356 of the *Local Government Act* to provide financial assistance to community groups to support the cost of hiring Council's community venues, commencing 1 July 2017.
2. Under s 356 of the *Local Government Act*, provides the financial assistance as set out in Attachment 1 to this report to support those listed organisations with venue hire costs until 30 June 2017.

CM/7.11/17.04 Bronte Cutting Free Parking in Winter - Conclusion of Trial (A03/0083)

MOTION / UNANIMOUS DECISION

Mover: Cr Cusack
Seconder: Cr Burrill

That Council:

1. Notes the outcome of the two-year trial of free parking in winter months at Bronte Cutting as mentioned in the report.
2. Provides free parking in the Bronte Cutting car park from 1 June to 31 August each year.

CM/7.12/17.04 Ausgrid Tree Pruning (A16/0670)

MOTION / UNANIMOUS DECISION

Mover: Cr Kay
Seconder: Cr Cusack

That Council:

1. Receives and notes this report on progress against Council resolutions CM/8.3/16.11 and CM/8.1/17.03 with regard to Ausgrid tree pruning processes to meet safety standards.
2. Notes correspondence sent by the General Manager to the Chief Executive Officer, Ausgrid, Mr Richard Goss, requesting changes to current Ausgrid tree pruning practices.
3. Notes correspondence sent by the Mayor to the NSW Minister for the Environment and Heritage, NSW Minister for Local Government, and Member for Vaucluse, Ms Gabrielle Upton MP, and

Member for Coogee, Mr Bruce Notley-Smith, requesting support in advocating improved practices with regard to Ausgrid tree pruning.

CM/7.13/17.04 Evaluation of Tenders - Truck-Mounted Water Jetting Machine (with Truck) and a Portable Crawler Kit (A16/0576)

MOTION / UNANIMOUS DECISION

Mover: Cr Mouroukas
Seconder: Cr Goltsman

That Council:

1. Treats the Evaluation of Findings and preferred tenderer's price attached to this report as confidential as they contain information specified in section 10A(2)(c) of the *Local Government Act 1993*.
2. Enters into a contract under clause 178 of the *Local Government (General) Regulation 2005* with Spoutvac Industries Pty Ltd for the supply and delivery of a truck-mounted water jetting machine (with truck) and a portable crawler kit.
3. In accordance with clause 179 of the *Local Government (General) Regulation 2005*, notifies unsuccessful tenderers of the decision.

CM/7.14/17.04 Evaluation of Tenders - Bondi Park Picnic Shelters - Stage 2 (A15/0436)

MOTION / DECISION

Mover: Cr Goltsman
Seconder: Cr Mouroukas

That Council:

1. Treats the Evaluation of Findings and preferred tenderer's price attached to this report as confidential as they contain information specified in section 10A(2)(c) of the *Local Government Act 1993*.
2. Enters into a contract under clause 178 of the *Local Government (General) Regulation 2005* with Fleetwood Urban Pty Ltd for Principal Construction Services for the Bondi Park Picnic Shelters Stage 2.
3. In accordance with clause 179 of the *Local Government (General) Regulation 2005*, notifies unsuccessful tenderers of the decision.

CM/7.15/17.04 Petition - Tree Swing outside 65 Gardyne Street, Bronte (A11/0022)

MOTION / UNANIMOUS DECISION

Mover: Cr Cusack
Seconder: Cr Burrill

That the petition requesting the reinstatement of the tree swing outside 65 Gardyne Street, Bronte, be forwarded to the Executive Manager, Clean and Attractive Waverley, for appropriate action.

A Ford (chief petitioner) addressed the meeting.

CM/7.16/17.04 Evaluation of Tenders - Tamarama Park Upgrade - Stage 2 (A16/0434)

MOTION / UNANIMOUS DECISION

Mover: Cr Mouroukas

Seconder: Cr Kay

That Council:

1. Treats the Evaluation of Findings and preferred tenderer's price attached to this report as confidential as they contain information specified in section 10A(2)(c) of the *Local Government Act 1993*.
2. Transfers the \$128,000 savings identified in the 2016/17 Capital Works Program from the Bronte Pool Pump Replacement program to this project to fund the budget shortfall.
3. Enters into a contract under clause 178 of the *Local Government (General) Regulation 2005* with Design Landscapes Pty Ltd for Principal Construction Services for the Tamarama Park Upgrade – Stage 2.
4. In accordance with clause 179 of the *Local Government (General) Regulation 2005*, notifies unsuccessful tenderers of the decision.

CM/7.17/17.04 Evaluation of Tenders - Supply and Installation of Marquees for City2Surf (A16/0771)

MOTION / UNANIMOUS DECISION

Mover: Cr Goltsman

Seconder: Cr Mouroukas

That Council:

1. Treats the Evaluation of Findings and preferred tenderer's price attached to this report as confidential as they contain information specified in section 10A(2)(c) of the *Local Government Act 1993*.
2. Enters into a contract under clause 178 of the *Local Government (General) Regulation 2005* with Exponet Pty Ltd for the Supply and Installation of Marquees for City2Surf for an initial period of 2 years with the option of extending in 3 one year periods.
3. In accordance with clause 179 of the *Local Government (General) Regulation 2005*, notifies unsuccessful tenderers of the decision.

8. Notices of Motion**CM/8.1/17.04 Remnant Bushland (A14/0059)****MOTION / DECISION**

Mover: Cr Strewe
Seconder: Cr Masselos

That Council officers:

1. Prepare a brief e-mail for Councillors that provides an interim report on progress in protecting and managing Waverley's small number of remnant native bushland areas, including any ongoing loss or degradation of such areas.
2. Include further information on Council's urban ecology programs, including remnant restoration works, in Councillor Bulletins.

Cr Burrill was not present for the consideration and vote on this item.

CM/8.2/17.04 Bronte Park - Northern Toilets (A16/0168)**MOTION**

Mover: Cr Strewe
Seconder: Cr Masselos

That Council undertakes maintenance of the public toilets and change rooms at the northern end of Bronte Beach. The maintenance will include:

1. Lights fixed.
2. Ceiling, walls cleaned and painted.
3. Shower taps changed for timed push button, as per the southern Bronte Beach change rooms.
4. Accessible toilet properly lined with a light coloured material.
5. Investigating whether the prefabricated doors and walls can be replaced with a lighter coloured material.
6. A bench seat placed near the eastern wash troughs at a higher level for those in need.
7. Tactile directional paving to toilets if required.
8. Braille signs at hand level for male and female toilets.

AMENDMENT

Mover: Cr Cusack
Seconder: Cr Kay

That the Motion be adopted subject to the shower taps being replaced with untimed taps.

THE AMENDMENT WAS PUT AND DECLARED LOST.

Division

For the Amendment: Cr Cusack.

Against the Amendment: Crs Betts, Clayton, Goltsman, Guttman-Jones, Kay, Masselos, Mouroukas, Strewe and Wakefield.

THE MOTION WAS THEN PUT AND DECLARED CARRIED UNANIMOUSLY.

UNANIMOUS DECISION: That the Motion be adopted.

Cr Burrill was not present for the consideration and vote on this item.

CM/8.3/17.04 Bronte House and Grounds - Heritage Listing (A13/0628)

MOTION / UNANIMOUS DECISION

Mover: Cr Masselos

Seconder: Cr Wakefield

That:

1. Council investigates listing Bronte House and Grounds on the Australian National Heritage List (formerly the Register of the National Estate).
2. Officers report back to Council with their recommendations.

Cr Burrill was not present for the consideration and vote on this item.

CM/8.4/17.04 Bronte Park - Land Audit and Consolidation (A16/0168)

MOTION / UNANIMOUS DECISION

Mover: Cr Wakefield

Seconder: Cr Strewe

That Council:

1. Undertakes an audit of all parcels of land that form 'Bronte Park' including land that is legally part of the park and land that is integrated into the park but which may not be gazetted as being part of the park (e.g. DP 5347, which encompasses part of the southern escarpment and coastal walk, the eastern untitled parcel off Bronte Marine Drive, and adjacent grassed over unmade roads).
2. Details methods and actions necessary to consolidate individual lots into one legal land title under Waverley Council ownership, and/or Crown Reserve, including any unmade roads integral to the park.
3. Receives a report in conjunction with the finalisation of the current Bronte Park Plan of Management.
4. Undertakes a similar audit of land parcels forming Tamarama Park and Gully to establish whether these lots can also be consolidated into one title and/or reserve, including the reclassification of the rear of 362 Birrell Street to community land, with a report coming back to Council on the results of the investigation.

Cr Burrill was not present for the consideration and vote on this item.

CM/8.5/17.04 Current and Projected School Enrolments (A14/0170)**MOTION / UNANIMOUS DECISION**

Mover: Cr Wakefield

Seconder: Cr Masselos

That Council:

1. Undertakes an update to its April 2014 resolution 'CRD.23/14 – Current and Projected School Enrolments (A14/0170)', and reports back to Council.
2. Incorporates an analysis of apartment and housing construction estimates into this analysis.
3. Supports the following recommendations of the NSW Legislative Council General Purpose Standing Committee No. 3 – 'Inner city public primary school enrolment capacity and redevelopment of Ultimo Public School':

Recommendation 4: That the NSW Department of Education share its demographic projections with councils in appropriate cases and on a confidential basis, to ensure a cohesive and consistent approach to city planning.

Recommendation 5: That the Minister for Education consider strengthening whole of government oversight and support for the NSW Department of Education in future land negotiations for schools.

Recommendation 6: That the NSW Government conduct an audit of public land in all areas of significant population growth in New South Wales to identify suitable locations for new schools and expansion of existing schools.

4. Calls on the Minister for Education to implement these recommendations as it will improve co-ordination between state and local government in the vital area of primary and secondary education.

L Heath (on behalf of Community for Local Options for Secondary Education) addressed the meeting.

CM/8.6/17.04 Council Amalgamations (A16/0248)

Cr Clayton declared an interest in this item, and informed the meeting that she knows the speaker very well, and that he has been the campaign manager for the Liberal Party. Cr Clayton was not present at, or in the sight of, the meeting for the consideration and vote on this item.

Cr Wakefield declared a less than significant non-pecuniary interest in this item, and informed the meeting that he knows the speaker.

MOTION

Mover: Cr Wakefield

Seconder: Cr Strewé

That Council, in light of the recent decision of the Court of Appeal in the case *Ku-ring-gai Council v Garry West as delegate of the Acting Director-General, Office of Local Government* [2017] NSWCA 54:

1. Agrees that the merger process has not been conducted in a credible way.
2. Investigates the possibility of Waverley Council initiating legal proceedings against Dr Rob Lang as delegate of the Director-General, Office of Local Government, for failing to fulfil his statutory

function under section s 263(3)(a) of the *Local Government Act*, of considering the proposal having regard to the financial advantages and disadvantages to the residents and ratepayers of the Waverley, Woollahra and Randwick, without access to the withheld KPMG documents.

3. Receives the report on the investigation at the May 2017 Council meeting.
4. Informs the Minister for Local Government, the Hon. Gabrielle Upton, of this resolution.

THE MOTION WAS PUT AND DECLARED LOST.

Division

For the Motion: Crs Guttman-Jones, Masselos, Strewe and Wakefield.

Against the Motion: Crs Betts, Burrill, Cusack, Goltsman, Kay and Mouroukas.

B Morrow addressed the meeting.

9. Urgent Business

There were no items of urgent business.

10. Closed Session

CM/10/17.04 Closed Session

Before the motion to close the meeting was put, the Chair provided an opportunity for members of the public to make representations as to whether this part of the meeting should be closed. None were received.

MOTION / DECISION

Mover: Cr Goltsman
Seconder: Cr Mouroukas

That:

1. Council moves into closed session to deal with the matters listed below, which are classified as confidential under the provisions of section 10A(2) of the *Local Government Act 1993* for the reasons specified:

CM/10.1/17.04 CONFIDENTIAL REPORT - Commercial Waste - Fees and Charges - 2017/18

This matter is considered to be confidential in accordance with Section 10A(2)(c) of the *Local Government Act*, and the Council is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

CM/10.2/17.04 CONFIDENTIAL REPORT - Waverley Cemetery - Fees and Charges - 2017/18

This matter is considered to be confidential in accordance with Section 10A(2)(c) of the *Local Government Act*, and the Council is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to

the public interest as it deals with information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.

2. Pursuant to sections 10A(1), 10(2) and 10A(3) of the *Local Government Act 1993*, the media and public be excluded from the meeting on the basis that the business to be considered is classified confidential under the provisions of section 10A(2) of the *Local Government Act 1993*.
3. The correspondence and reports relevant to the subject business be withheld from the media and public as provided by section 11(2) of the *Local Government Act 1993*.

Cr Burrill was not present for the consideration and vote on this item.

At 10.04 pm, Council moved into closed session.

**CM/10.1/17.04 CONFIDENTIAL REPORT - Commercial Waste - Fees and Charges - 2017/18
(A02/0162)**

MOTION / UNANIMOUS DECISION

Mover: Cr Goltsman
Seconder: Cr Mouroukas

That Council:

1. Treats this report as confidential in accordance with section 11(3) of the *Local Government Act 1993*, as it relates to a matter specified in section 10A(2)(c) of the *Local Government Act 1993*. The report contains information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.
2. Adopts the proposed fees and charges for commercial waste services for the period 1 July 2017 to 30 June 2018.

Cr Burrill was not present for the consideration and vote on this item.

**CM/10.2/17.04 CONFIDENTIAL REPORT - Waverley Cemetery - Fees and Charges - 2017/18
(A14/0165)**

MOTION / UNANIMOUS DECISION

Mover: Cr Cusack
Seconder: Cr Kay

That Council:

1. Treats this report as confidential in accordance with section 11(3) of the *Local Government Act 1993*, as it relates to a matter specified in section 10A(2)(c) of the *Local Government Act 1993*. The report contains information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.
2. Adopts the proposed fees and charges for Cemetery services for the period 1 July 2017 to 30 June 2018.

Cr Burrill was not present for the consideration and vote on this item.

11. Resuming in Open Session**CM/11/17.04 Resuming in Open Session****MOTION / DECISION**

Mover: Cr Kay
Seconder: Cr Mouroukas

That Council resumes in open session.

Cr Burrill was not present for the consideration and vote on this item.

At 10.05 pm, Council resumed in open session.

Resolutions from closed session made public

In accordance with clause 253 of the Local Government (General) Regulation 2005, when the meeting resumed in open session the Chair announced the resolutions made by Council, including the names of the movers and seconders, while the meeting was closed to members of the public and the media.

12. Meeting Closure**THE MEETING CLOSED AT 10.06 PM.**

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SIGNED AND CONFIRMED
MAYOR
16 MAY 2017

CONFIRMATION AND ADOPTION OF MINUTES CM/4.2/17.05



Subject: Confirmation of Minutes - Waverley Traffic Committee Meeting - 27 April 2017

TRIM No.: SF17/81

Author: Natalie Kirkup, Governance and Internal Ombudsman Officer

RECOMMENDATION:

That Part 1 of the Minutes of the Waverley Traffic Committee Meeting held on 27 April 2017 be received and noted, and that the recommendations contained therein be adopted.

Introduction/Background

The Waverley Traffic Committee (WTC) is not a committee of Council. The WTC operates under delegation from the Roads and Maritime Services (RMS), an agency of the NSW Government. It is advisory only and has no decision-making powers.

The purpose of the WTC is to make recommendations and provide advice to Council on the technical aspects of proposals to regulate traffic on local roads in Waverley. The recommendations of the WTC must be adopted by Council before they can be implemented.

Part 1 of the minutes of Waverley Traffic Committee meetings must be submitted to Council for adoption in accordance with clause 18 of the Waverley Traffic Committee Charter.

Council has the opportunity to 'save and except' any of the recommendations listed in Part 1 of the minutes for further consideration in accordance with clause 18.1 of the Waverley Traffic Committee Charter.

Amended traffic control plans were tabled at the meeting on 27 April for Item TC/V.02/17.04 – Lag BaOmer Parade – Bondi Park to Barracluff Park – Special Event. They are attached for Councillors' information.

Attachments:

1. Waverley Traffic Committee Meeting Minutes – 27 April 2017
2. Lag BaOmer - TCP- 2017 - Ver - 20-04-2017
3. Lag BaOmer - TMP- 2017 - Ver - 20-04-2017

**MINUTES OF THE WAVERLEY TRAFFIC
COMMITTEE MEETING HELD AT WAVERLEY
COUNCIL CHAMBERS, CNR PAUL STREET AND
BONDI ROAD, BONDI JUNCTION ON
THURSDAY, 27 APRIL 2017**



Voting Members Present:

Cr T Kay	Waverley Council (Chair)
Sgt L Barrett	NSW Police – Traffic Services, Eastern Suburbs Local Area Command
Mr B Borger	Roads and Maritime Services – Traffic Management (South)
Mr B Morrow	Representing Bruce Notley-Smith, MP, Member for Coogee
Ms R Russo	Representing Gabrielle Upton, MP, Member for Vaucluse

Also Present:

Cr B Mouroukas	Waverley Council (Alternate Chair)
Mr E Graham	Sydney Buses (Eastern Region)
Cst D Gilchrist	NSW Police – Traffic Services, Eastern Suburbs Local Area Command
Mr D Joannides	Waverley Council – Executive Manager, Creating Waverley
Mr G Garnsey	Waverley Council – Manager, Transport and Development
Mr K Mowad	Waverley Council – Senior Traffic Engineer
Mr S Samadian	Waverley Council – Traffic Engineer

At the commencement of proceedings at 10.03 am, those present were as listed above.

Apologies

Apologies were received and accepted from Mr M Tita (Roads and Maritime Services).

Declarations of Pecuniary and Non-Pecuniary Interests

The Chair called for declarations of interest and none were received.

Adoption of Previous Minutes by Council - 23 March 2017

The recommendations contained in Part 1 – Matters Proposing that Council Exercise its Delegated Functions – of the minutes of the Waverley Traffic Committee meeting held on 23 March 2017 were adopted by Council at its meeting on 12 April 2017.

PART 1 – MATTERS PROPOSING THAT COUNCIL EXERCISE ITS DELEGATED FUNCTIONS

NOTE: The matters listed under this part of the Agenda propose that Council either does or does not exercise the traffic related functions delegated to it by the RMS. The recommendations made by the Committee under this part of the Agenda will be submitted to Council for adoption.

TC/C STATE ELECTORATE OF COOGEE**TC/C.01/17.04 Isabella Lane, Queens Park - Installation of 'No Parking' restrictions
(A02/0637-02)****COUNCIL OFFICER'S PROPOSAL:**

That Council installs full and part time 'No Parking' restrictions and full time 'No Stopping' restrictions along Isabella Lane as shown in Figure 4 contained in the report.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted subject to being amended to read as follows.

'That Council:

1. Installs full-time "No Parking" restrictions on both sides of Isabella Lane, other than the statutory "No Stopping" restrictions at intersections.
2. Notifies residents accordingly.'

Voting members present for this item: Representative of the Member for Coogee, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/C.02/17.04 Bronte Road, Waverley – 'P Motor Bikes Only' Zone (A02/0637-02)**COUNCIL OFFICER'S PROPOSAL:**

That Council install 5 m of 'P Motor Bikes Only' parking on the eastern side of Bronte Road, immediately north of the 'No Stopping' zone across the driveway serving properties 280–282, 282A and 284–292 Bronte Road, Waverley.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Coogee, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/C.03/17.04 Tamarama Marine Drive, Bronte - Works Zone (A03/2514-04)**COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs a 10 m long 'No Parking 7 am–5 pm Monday–Friday 8 am–3 pm Saturday Authorised Council Vehicles Excepted' zone in Hewlett Street outside No. 15 Tamarama Marine Drive, Bondi, from the existing 'No Stopping' zone for a period of 13 weeks subject to the following condition:
 - (a) There being no blockage to through traffic on Hewlett Street and Tamarama Marine Drive other than for short periods of time when manoeuvring vehicles into and out of the 'Construction Zone'.
 - (b) Non-compliance with the Construction Vehicle and Pedestrian Plan of Management and the above condition will result in the works zone being cancelled.
2. Delegates authority to the Executive Manager, Creating Waverley, to extend the duration of the construction zone, as necessary.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted subject to the following amendments to clause 1:

1. Change the Monday–Friday 'No Parking' hours to 9.30 am–3 pm.
2. Change 'short periods of time' to 'three minutes'.

Voting members present for this item: Representative of the Member for Coogee, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/C.04/17.04 Spring Street, Bondi Junction - Works Zone (DA-569/2015)**COUNCIL OFFICER'S PROPOSAL:**

That Council:

1. Installs a 20 m long 'No Parking 7 am–5 pm Monday–Friday 8 am–3 pm Saturday Authorised Council Vehicles Excepted' zone on the Spring Street frontage of 109–119 Oxford Street; 34–42 Spring Street, Bondi Junction extending west from the existing 'No Parking' zone located on the east side of the driveway to 1 Newland Street.
2. Delegates authority to the Executive Manager, Creating Waverley, to cancel, extend the duration or alter the length of the construction zone as necessary.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted subject to 'east side' being amended to 'west side' at the end of clause 1.

Voting members present for this item: Representative of the Member for Coogee, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/V STATE ELECTORATE OF VAUCLUSE**TC/V.01/17.04 Queen Elizabeth Drive, Bondi Beach - Replace 'Stop' Signs with 'Give Way' Signs (A03/0042-04)****COUNCIL OFFICER'S PROPOSAL:**

That Council replaces the existing 'Stop' signs and line marking for vehicles turning out of the eastern end of Queen Elizabeth Drive onto Campbell Parade with 'Give Way' signs and lines.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted.

Voting members present for this item: Representative of the Member for Vaucluse, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/V.02/17.04 Lag BaOmer Parade - Bondi Park to Barracluff Park - Special Event (A02/0216)**COUNCIL OFFICER'S PROPOSAL:**

That Council approves the Transport Management Plan for rolling closure of Campbell Parade, then Hall Street, then O'Brien Street, then Glenayr Avenue, then Blair Street and then Warners Avenue, on Sunday, 14 May 2017, between 11.45 am and 12.15 pm as per the submitted traffic control plans subject to the following:

1. The applicant undertakes the following:
 - (a) Submits the Transport Management Plan to the Roads and Maritime Services for the approval of the Transport Management Centre.
 - (b) Provides Public Liability Insurance for the event.
 - (c) Obtains separate Council approval for the use of Bondi Park and Barracluff Park.
 - (d) Obtain NSW Police Force approval and assessment of the event classification.
 - (e) Submits the details of VMS boards, barricades/barriers and timing of the road closures for the approval of NSW Police Local Area Command.
 - (f) Notifies the State Transit Authority, NSW Ambulance Service and NSW Fire & Rescue (Bondi, Woollahra & Randwick Fire Stations) seven (7) days prior to the event.
 - (g) Notifies local residents and businesses seven (7) days prior to the event.
 - (h) Uses only NSW Police Force Officers and RMS-accredited Traffic Controllers to regulate traffic.
 - (i) Covers all costs associated with traffic control.
 - (j) Submits a copy of the approved Road Occupancy Licence (ROL) to the Executive Manager, Creating Waverley prior to the event taking place.

2. The Executive Manager, Creating Waverley or his representatives being delegated authority to audit the TMP and cancel the approval if required.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted subject to being amended to read as follows:

'That Council notes that the Executive Manager, Creating Waverley, will use his delegation to approve the Transport Management Plan for rolling closure of Campbell Parade, then Hall Street, then O'Brien Street, then Glenayr Avenue, then Blair Street and then Warners Avenue, on Sunday, 14 May 2017, between 11.45 am and 12.15 pm as per the traffic control plans tabled at the meeting, subject to the following:

1. The applicant undertakes the following:
 - (a) Submits the Transport Management Plan to the Roads and Maritime Services for the approval of the Transport Management Centre.
 - (b) Provides Public Liability Insurance for the event.
 - (c) Obtains separate Council approval for the use of Bondi Park and Barracluff Park.
 - (d) Obtain NSW Police Force approval and assessment of the event classification.
 - (e) Submits the details of VMS boards, barricades/barriers and timing of the road closures for the approval of NSW Police Local Area Command.
 - (f) Notifies the State Transit Authority, NSW Ambulance Service and NSW Fire & Rescue (Bondi, Woollahra & Randwick Fire Stations) seven (7) days prior to the event.
 - (g) Notifies local residents and businesses seven (7) days prior to the event.
 - (h) Uses only NSW Police Force Officers and RMS-accredited Traffic Controllers to regulate traffic.
 - (i) Covers all costs associated with traffic control.
 - (j) Submits a copy of the approved Road Occupancy Licence (ROL) to the Executive Manager, Creating Waverley prior to the event taking place.
2. The Executive Manager, Creating Waverley, or his representatives being delegated authority to audit the TMP and cancel the approval if required.'

Voting members present for this item: Representative of the Member for Vaucluse, NSW Police representative, RMS representative and Waverley Council representative (Chair).

TC/CV ELECTORATES OF COOGEE AND VAUCLUSE**TC/CV.01/17.04 Multiple Streets - Installation of 'No Stopping' Zones (A02/0637-02)****COUNCIL OFFICER'S PROPOSAL:**

That Council installs 'No Stopping' yellow line marking zones as follows:

1. Camp Lane at Leswell Street, Bondi Junction:
 - (a) 10 m on the southern side of Camp Lane, west of Leswell Street.
 - (b) Replaces the existing 'No Parking' zone with the statutory 'No Stopping' zone on the northern side of Camp Lane, 10 m west of Leswell Street.
2. Sandridge Street at Fletcher Street, Bondi Beach:
 - (a) 17 m on the western side of Sandridge Street, north of Fletcher Street.
3. Murriverie Road at Waratah Street, North Bondi:
 - (a) 10 m on the eastern side of Waratah Street, north of Murriverie Road.
 - (b) 10 m on the western side of Waratah Street, north of Murriverie Road.
 - (c) 10 m on the northern side of Murriverie Road, east of Waratah Street.
 - (d) 10 m on the southern side of Murriverie Road, east of Waratah Street.

WTC RECOMMENDATION (UNANIMOUS SUPPORT):

That the Council Officer's Proposal be adopted subject to clause 3(d) being amended to read as follows:

'10 m on the southern side of Murriverie Road, east of Wairoa Avenue.'

Voting members present for this item: Representative of the Member for Coogee, Representative of the Member for Vaucluse, NSW Police representative, RMS representative and Waverley Council representative (Chair).

THE MEETING CLOSED AT 10.45 AM.

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SIGNED AND CONFIRMED
MAYOR
16 MAY 2017



Traffic Management Plan

A Traffic Management Plan (TMP) must be prepared for any activity or event that results in a temporary road closure. Council submits all applications for road closures to the Roads and Maritime Services (RMS) for approval.

The RMS require all TMP's to be prepared and submitted as detailed in the RMS's guidelines titled "Procedures for use in the Preparation of a Traffic Management Plan (TMP)" Ver 2.0 dated December 2001. The relevant details required for the TMP is reproduced below.

Activity/Event	Lag BaOmer Parade
Location	Bondi Park to Barracluff Park - Bondi
Applicant	Chabad Youth NSW
Event Date(s)	Sunday 14/05/2017
Event Hours	11:45am-12:15pm. Setup of signage and first rolling block will take place from 11:15am. Pack-up will finish at 12:30pm.

Description or detailed plan of proposed measures

Chabad Youth NSW© propose to close the roads from Campbell Parade to Warners Avenue for the annual parade. Whilst the participants are on the road there will be 4 safety vehicles (two trailing and two leading). There is expected to be 6-10 vehicles associated with the parade and approx. 300-500 participants on the day.

All vehicles associated with the parade will be parked in the carpark near Bondi Park and follow the parade as required, they will then proceed to park at Barracluff Park carpark. The event will require a total of 33 safety vehicles (including leading and trailing vehicles for the parade).

Traffic Management

Prior to the event traffic controllers will setup all required temporary signage associated with the special event (As per TCP). Once in place traffic control vehicles and police vehicles will move into waiting positions for the first rolling block. Whilst waiting for the parade to begin all traffic vehicles/police vehicles will remain in the respective kerb/parking lane until radio communication is made to establish the rolling block. The parade will be conducted in 3 rolling blocks to minimise the total disruption to the public. As each intersection is cleared the roads will be opened to allow through traffic.



Figure 1 Rolling Block Phase 1 (Overall – 26 vehicles)

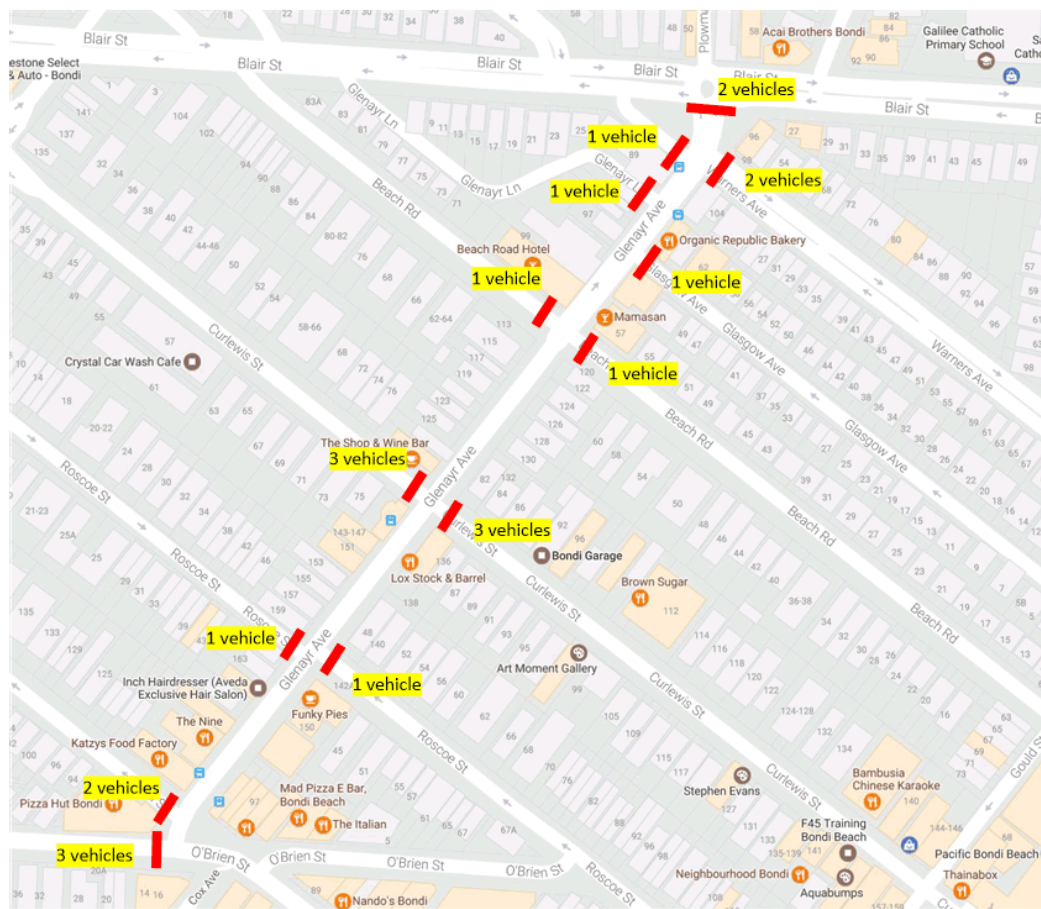


Figure 2 Rolling Block Phase 2 (Overall – 26 vehicles)

TMP – Lag BaOmer Parade | Jim's Traffic Control (Hornsby)



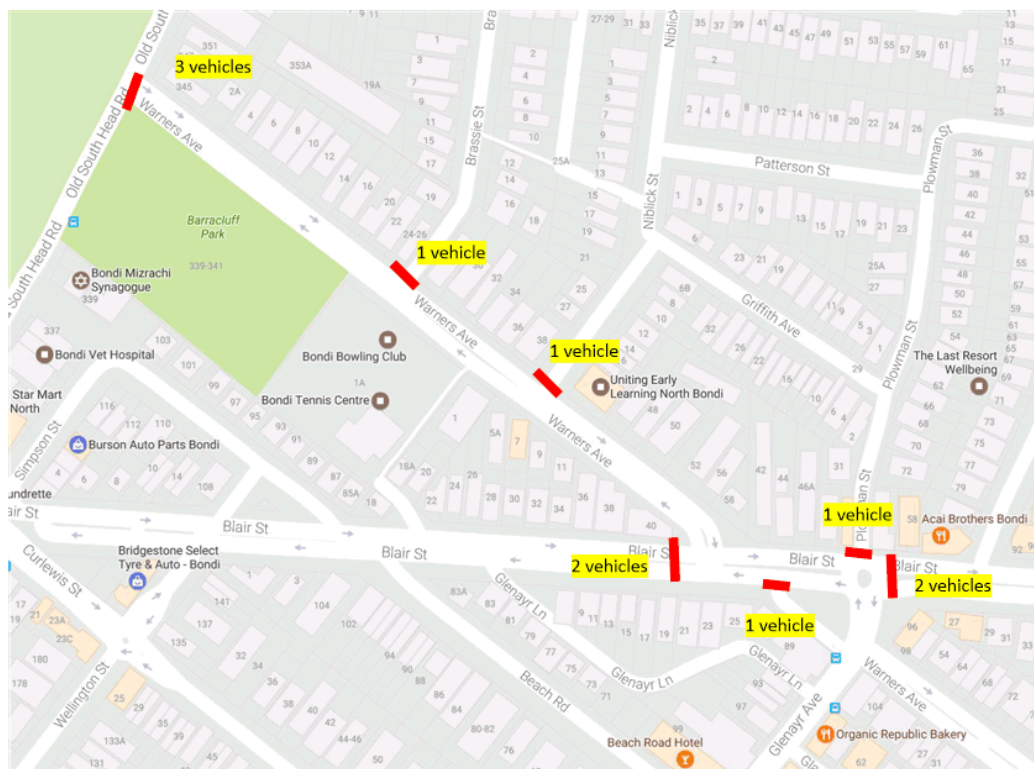


Figure 3 Rolling Block Phase 3 (Overall – 15 vehicles)

When the parade is ready to start the first rolling block will be established from Campbell Parade to Glenayr Avenue as shown below. A traffic control vehicle will conduct a sweep of the road to ensure that no external vehicles are on the roads, before participants are allowed to continue onto phase 1 of the parade.

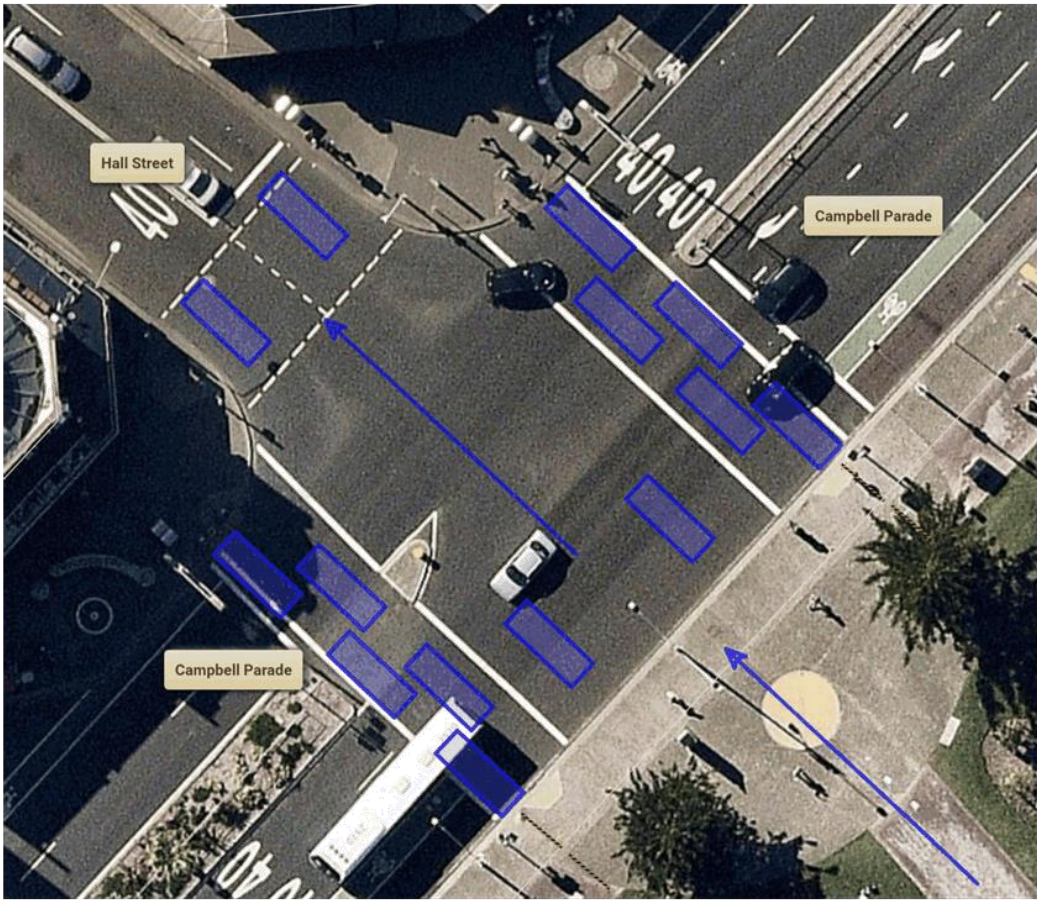


Figure 4 Rolling Block Phase 1 (Campbell Parade)

TMP – Lag BaOmer Parade | Jim’s Traffic Control (Hornsby)





Figure 5 Rolling Block Phase 1 (Gould Lane, Gould Street, Jaques Avenue)

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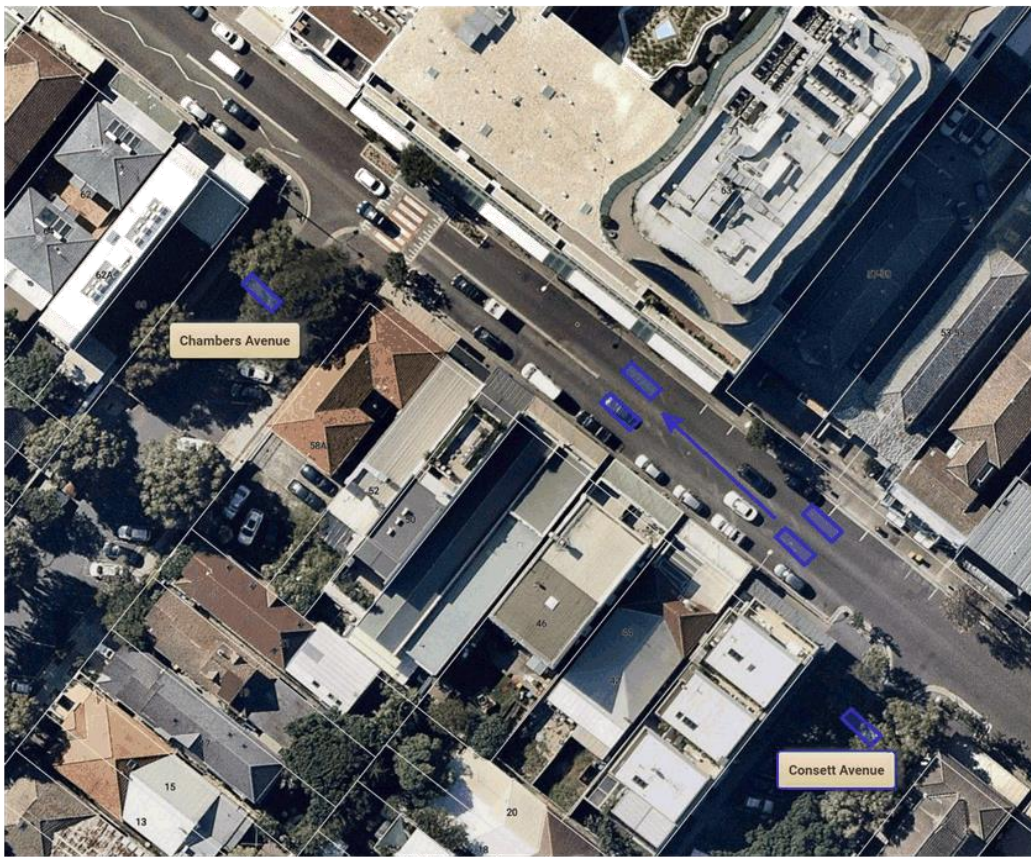


Figure 6 Rolling Block Phase 1 (Consett Avenue and Chambers Avenue)

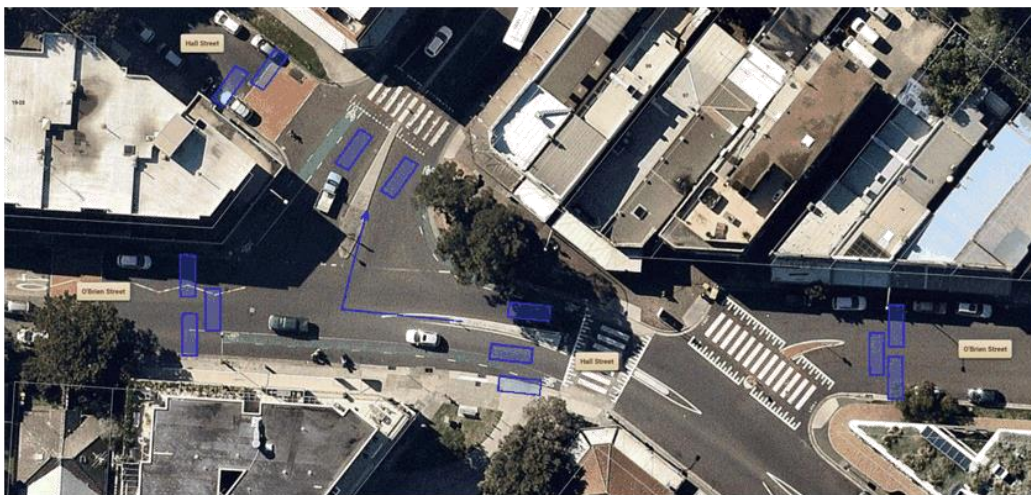


Figure 7 Rolling Block Phase 1 (O'Brien Street, Hall Street and Glenayr Avenue)

When the participants have reached O'Brien Street the second rolling block will be established from Blair Street to O'Brien Street. Safety vehicles will move into position at the intersection of

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Glenayr Avenue and O'Brien Street whilst a traffic control vehicle conducts a sweep of Glenayr Avenue starting from Blair Street to ensure no external vehicles are on the road and that all road blocks are in place. Once it has reached hall street the safety vehicles at the phase 1 O'Brien Intersection will move into waiting positions for phase 3 driving forward onto Glenayr Avenue ahead of the participants (onto Blair Street and Warners Avenue).

As the parade progresses along hall street, the roads will be reopened as the participants clear each intersection, the vehicles blocking the road(s) will follow the below routes to move into the second rolling block.



Figure 8 Safety Vehicle route for rolling block phase 2

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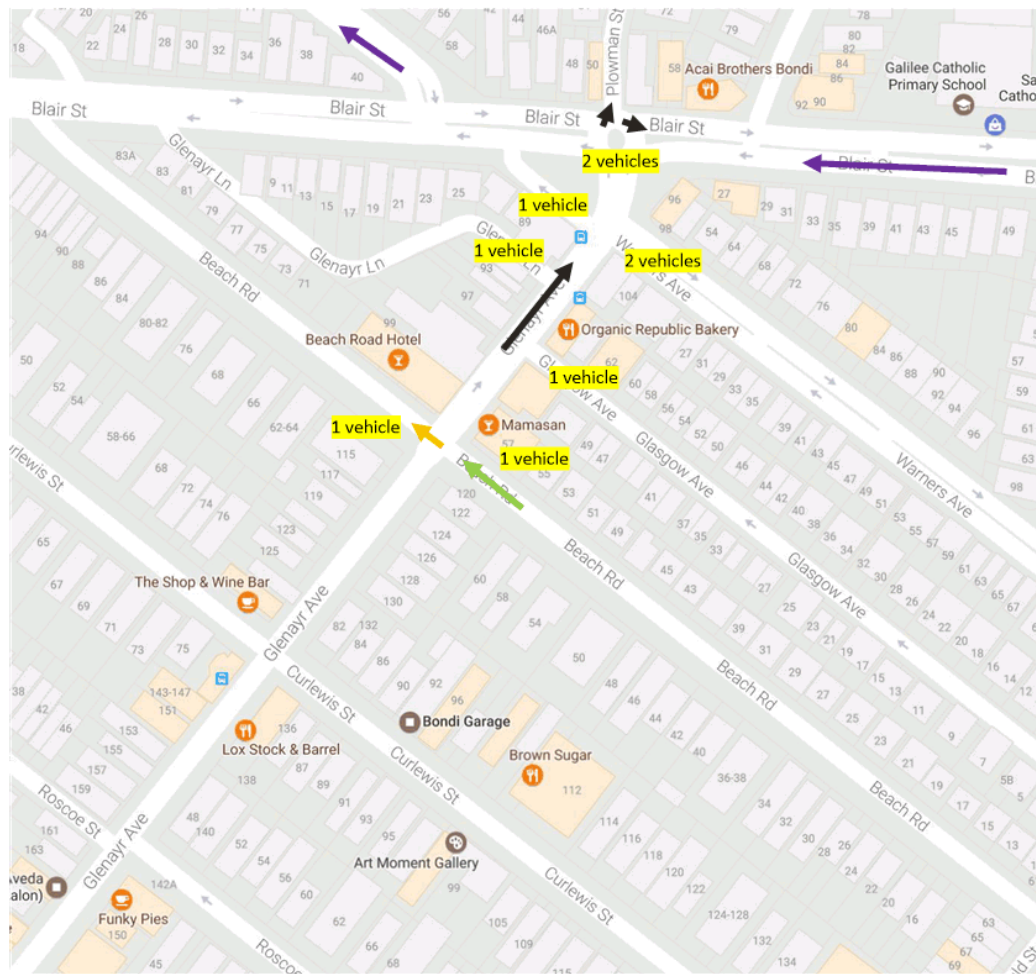


Figure 9 Cont. Safety Vehicle route for rolling block phase 2 (note 7 safety vehicles – indicated by the black and purple arrows from phase 1 will not be able to be part of phase 2 and therefore 33 vehicles in total are required for the event)

When the represented by the black arrow have reached the roundabout the safety vehicles blocking the road will allow them to pass by to move into waiting positions for Rolling block phase 3.

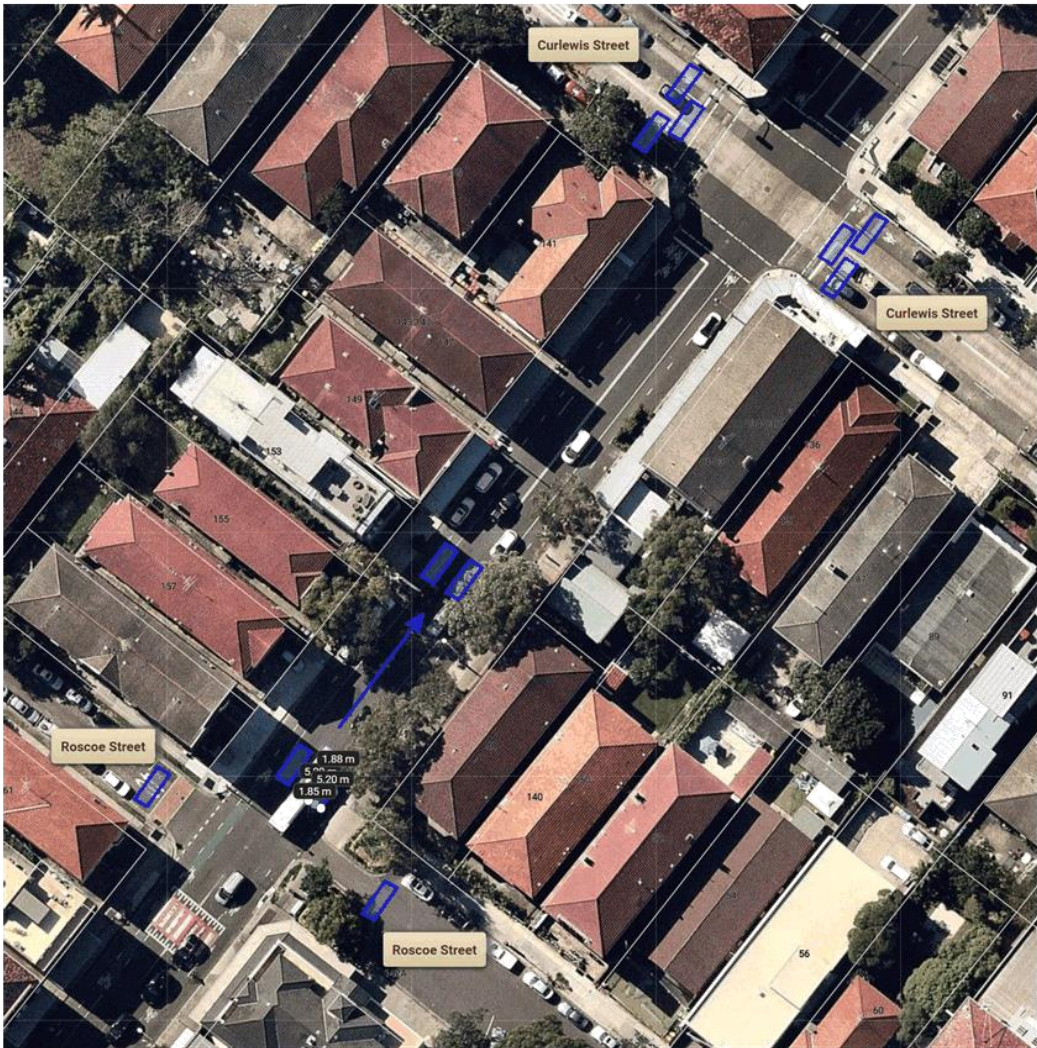


Figure 10 Rolling Block Phase 2 (Roscoe Street and Curlewis Street)

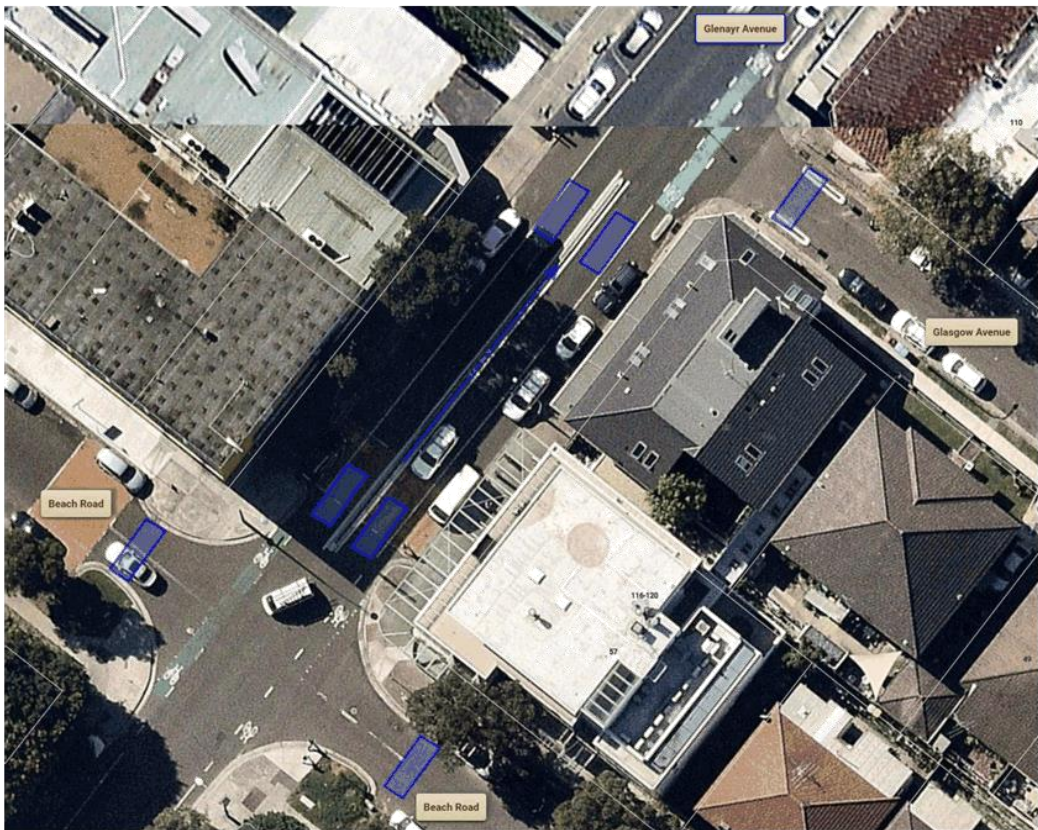


Figure 11 Rolling Block Phase 2 (Beach Road and Glasgow Avenue)

TMP – Lag BaOmer Parade | Jim’s Traffic Control (Hornsby)

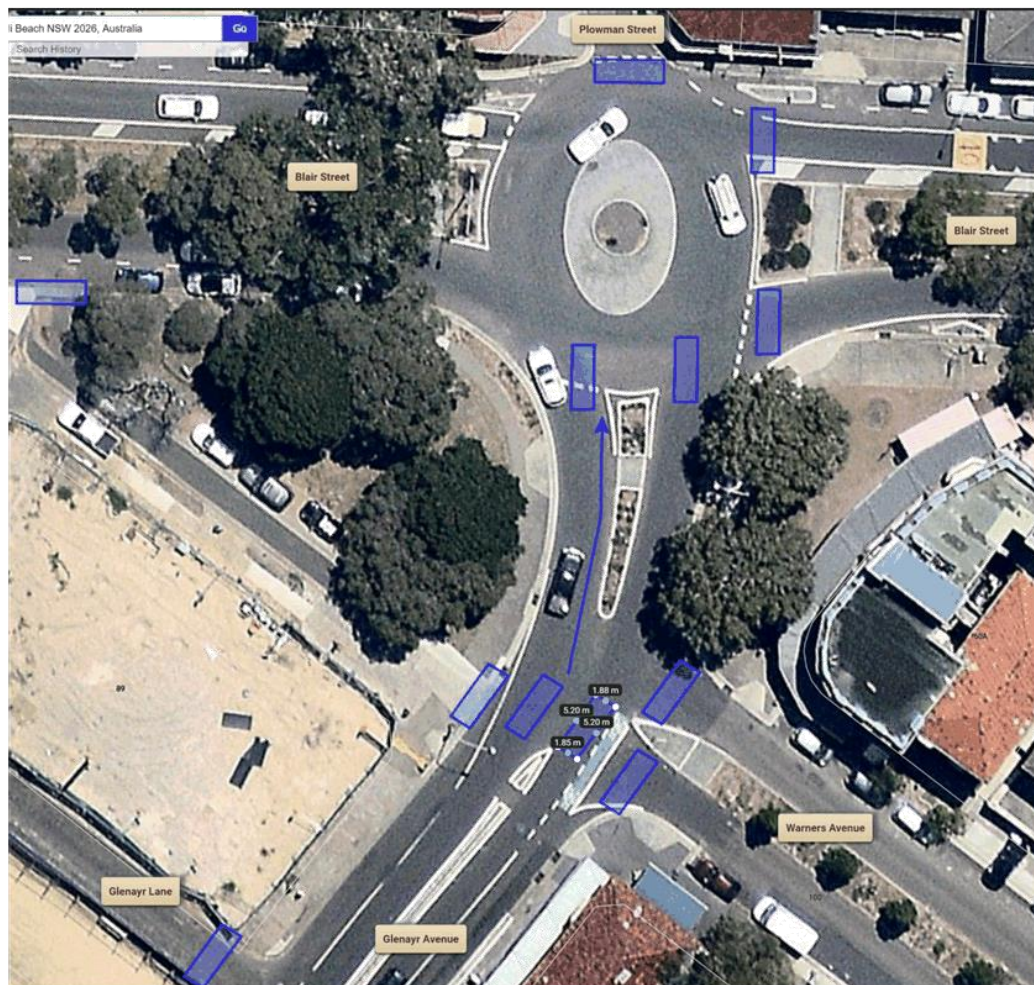


Figure 12 Rolling Block Phase 2 (Glenayr Lane, Warners Avenue, Blair Street and Plowman Street)

When the participants have reached Glasgow Avenue the third rolling block will be established from Old South Head Road to Blair Street. Safety vehicles will move into position at the intersection of Blair Street and Plowman Street, East section of the Blair Street/Glenayr Avenue roundabout and Blair street and Warners Avenue. A traffic control vehicle will then conduct a sweep of Blair Street and Warners Avenue starting from Old South Head Road to ensure no external vehicles are on the road and that all road blocks are in place. Once it has reached Glenayr Avenue the safety vehicles at the phase 2 Glenayr Avenue/Blair Street Intersection will proceed to Barracluff park.

As the parade progresses along Glenayr Avenue, the roads will be reopened as the participants clear each intersection, the vehicles blocking the road(s) will follow the below routes to move into the third and final rolling block.

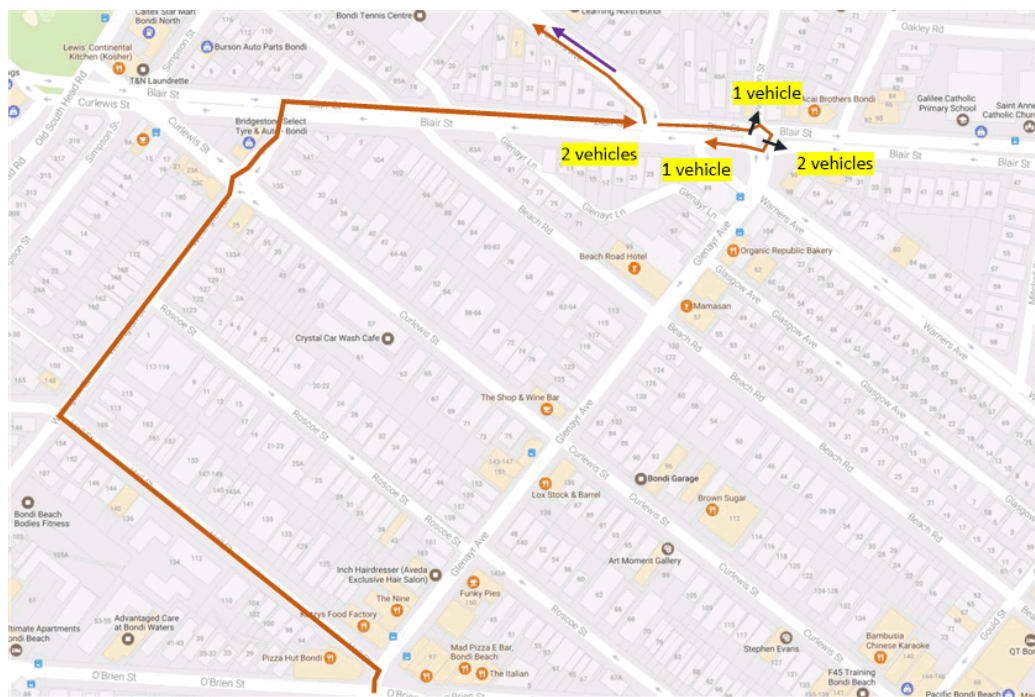


Figure 13 Safety Vehicle route for rolling block phase 3

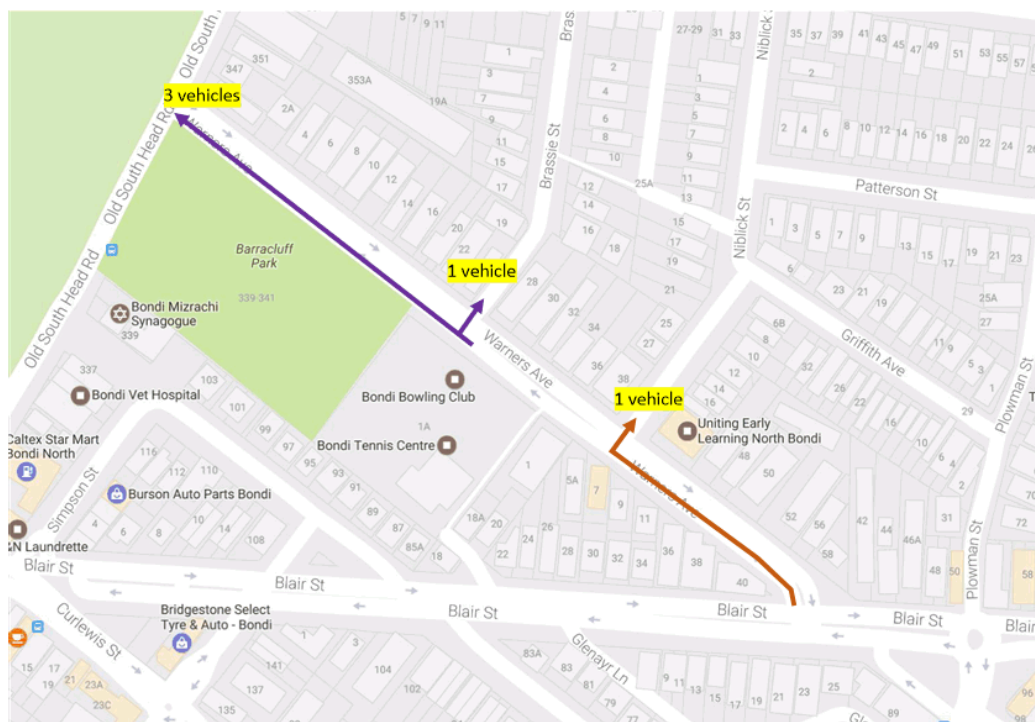


Figure 14 Cont. Safety Vehicle route for rolling block phase 3 (note remaining safety vehicles will proceed to Barracuff park upon the parade clearing their intersection).

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All measures will be in place for the duration of the event and are precautionary safety measures for the unlikely chance of incident. In the event a vehicle finds its way onto the parade route traffic controllers will notify the traffic control vehicles and police via radio and they will safely guide pedestrians onto the footpath until the external vehicle has been removed.

A Traffic Control Plan (TCP) has been developed to ameliorate conditions whilst the event is taking place. Short delays to motorists on the affected road is possible. The operation has been planned for day time (mid-morning) only to minimise the total impact on local traffic and ensure visibility of participants.

Measures to ameliorate the impact of re-assigned traffic

All vehicles will be fitted with a 2-way radio to ensure communication can be maintained between the traffic controllers and police. Whilst the parade is occurring it is likely that a queue of vehicle may form behind the trailing safety vehicles as the intersections cleared are opened (for this reason 2 trailing vehicles will be required. To minimise the length of such queuing and therefore dangerous manoeuvres the roads will be opened in stages as soon appropriate. VMS boards will also be placed along the parade route at least 2 weeks prior to inform local residents and traffic of the changed traffic conditions.

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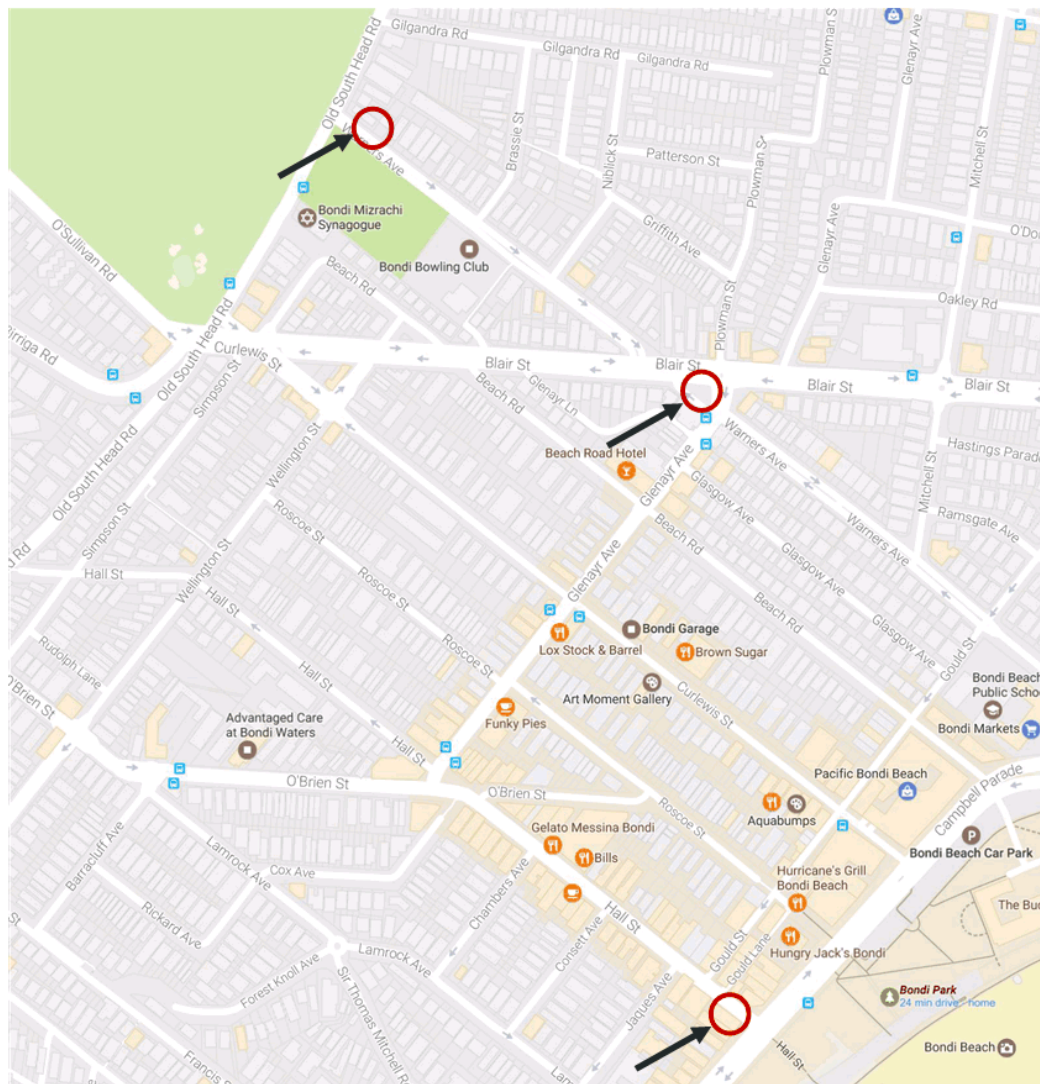


Figure 15 VMS Locations

Assessment of public transport services effected

Sydney busses will be impacted by this event as various bus services use these roads. To minimise disruption the roads will be opened in stages as appropriate and it is recommended that the event details be posted Sydney busses website in addition to the VMS to provide extra notification to the public.

Details of provision made for emergency vehicle, heavy vehicles, cyclist and pedestrians

All emergency services will have been notified of the day of activities prior to the event commencing to ensure prompt action in the case of an emergency situation. In the event that an

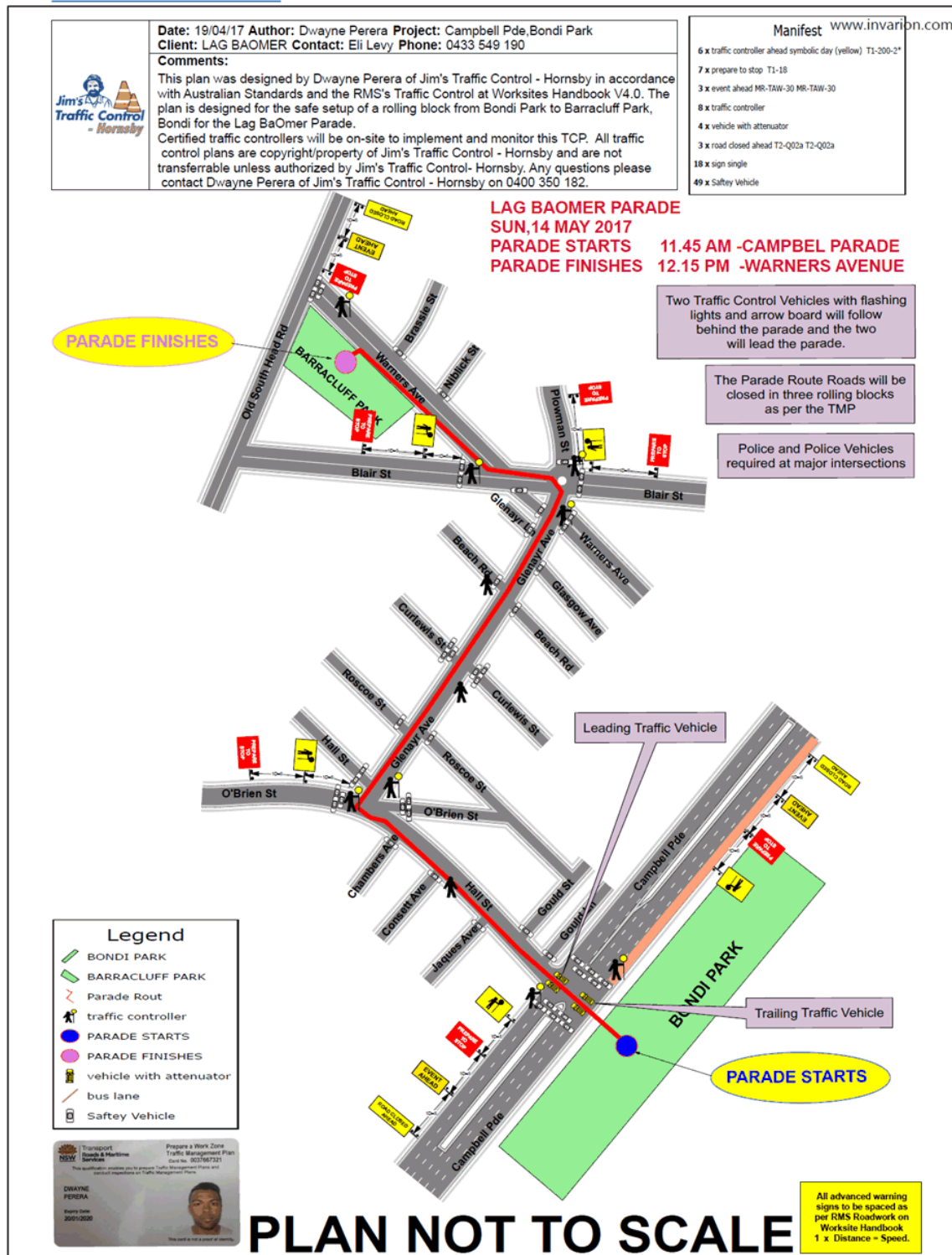
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emergency vehicle requires passing of the event, the participants will make their way off the road (guided by the leading vehicle and traffic controllers/police), then the traffic controllers/police will open the barricades to allow the emergency vehicle through.

Public Consultation Process

To provide early notification to the public and motorists VMS boards will be placed at various locations along the parade route and event details and information will be posted on Council and Sydney busses website.

Traffic Control Plan:



TMP – Lag BaOmer Parade | Jim's Traffic Control (Hornsby)

MAYORAL MINUTE

CM/5/17.05



WAVERLEY
COUNCIL

Subject: Mayoral Minute

Author: Mayor of Waverley, Cr Sally Betts

Mayoral minutes are permissible at Waverley Council meetings under the provisions of the NSW Local Government (General) Regulation 2005 and Council's Code of Meeting Practice. Clause 243 of the Regulation and Section 9.1 of the Code state:

If the mayor is the chairperson at a meeting of Council, the chairperson is, by minute signed by the chairperson, entitled to put to the meeting without notice any matter or topic that is within the jurisdiction of Council or of which Council has official knowledge.

Such a minute, when put to the meeting, takes precedence over all business on Council's agenda for the meeting. The chairperson (but only if the chairperson is the mayor) may move the adoption of the minute without the motion being seconded.

A recommendation made in a minute of the chairperson (being the mayor) or in a report made by a Council employee is, so far as adopted by Council, a resolution of Council.

As noted in Council's Code of Meeting Practice mayoral minutes should not be used to introduce, without notice, matters that are routine, not urgent, or need research or a lot of consideration by councillors before coming to a decision. These types of matters would be better placed on the agenda, with the usual period of notice given to the councillors.

OBITUARIES

CM/6/17.05

Subject: Obituaries

Author: Cathy Henderson, Acting General Manager



Terence Reid
David Hall

The Mayor will ask councillors for any obituaries.

Council will rise for a minute's silence as a mark of respect for the deceased and for the souls of people generally who have died in our Local Government Area.

**REPORT
CM/7.1/17.05**

Subject: Quarter 3 Budget Review (Q3)

TRIM No.: A03/0346

Author: Francesco Rombola, Executive Manager Financial Waverley

Director: Cathy Henderson, Acting General Manager

RECOMMENDATION:

That Council:

1. Adopts the variations to the Operating and Capital budgets in accordance with Attachments 1 and 2 to this report.
2. Notes that the capital works program project cost deferrals amounting to \$5,988,585 will be included in the draft 2017/18 budget which currently is on public exhibition.

1. Executive Summary

Council commenced the 2016/17 financial year with a projected budget surplus of \$40K. After incorporating the 2015/16 financial year Carry Overs, and having gone through the Q1 and Q2 Reviews, the original budget surplus increased by \$19K to \$59K. The proposed Q3 Review amendments to the budget would have a neutral effect and the budget surplus will remain at \$59K.

2. Introduction/Background

As part of the Integrated Planning and Reporting Framework for NSW Local Government, the Office of Local Government has a set of minimum reporting requirements for Councils. These reporting requirements have been put in place to assist Councils to facilitate progress reporting against the original and revised annual budgets and is required at the end of each quarter.

Collectively, these documents are known as the Quarterly Budget Review Statement (QBRs). Quarterly reports are required to be submitted to Council in accordance with the relevant legislation, Section 203 of the Local Government (General) Regulation 2005, which requires that at the end of each quarter, the responsible accounting officer of the Council prepare and submit to the Council a Budget Review Statement that indicates the latest estimates of income and expenditure for the current financial year.

The QBRs must include, or be accompanied by:

- a) A report as to whether or not the responsible accounting officer believes that the Statement indicates that the financial position of the Council is satisfactory, having regard to the original estimates of income and expenditure; and
- b) If that position is unsatisfactory, recommendations for remedial action.

3. Relevant Council Resolutions

There are no previous council resolution on this matter.

4. Discussion

The March 2017 Quarterly (Q3) Budget Review forecasts to continue with a budget surplus of \$59K as shows in table 1 below:

Table 1 – Budget Result	(Surplus)/Deficit \$000
Original 2016/17 Budget Surplus and Carry Overs	(40)
Q1 September Review Amendments (net)	(3)
Q2 December Review Amendments (net)	(15)
Q3 March Review Amendments (net)	0
Forecast to 30 June 2017 - (Surplus)/Deficit	(59)

Table 2 below provides a comparison of the budget position between the current budget and the Q3 proposed budget.

Table 2 Q3 Proposed Budget – '000	Original Budget	Current Budget	Q3 Amendments	Q3 Proposed Budget	Q3 Changes %	Actual 31 March 2017	Note
Estimated Income	(134,362)	(140,862)	(416)	(141,278)	0.3%	(122,893)	
Operating Income	(120,849)	(124,633)	(1,324)	(125,957)	1.1%	(109,938)	1
Capital Income	(13,513)	(16,229)	908	(15,321)	(5.6%)	(12,955)	2
Estimated Expenses	143,577	154,931	(10,335)	144,596	(6.7%)	96,012	
Operating Expense	103,460	104,244	(1,065)	103,179	(1.0%)	74,848	3
Capital Works Program	32,714	39,222	(9,281)	29,941	(23.7%)	17,279	4
Other Capital Expense	6,352	10,504	11	10,516	0.1%	3,158	5
Loan Repayment	1,051	961		961	0.0%	727	
New loans to be raised		(2,200)		(2,200)	0.0%	(2,200)	
Reserve Funds	(9,255)	(11,928)	10,751	(1,178)	(90.1%)	(964)	6
Net Result – (Surplus)/Deficit	(40)	(59)	0	(59)	(0.0%)	(30,045)	
Excluded depreciation expense							

Income

- Operating income increases by \$1.3m to \$126.0m, this represents an 1.1% increase. As at 31 March 2017 income is currently tracking at 87.3% of the proposed Q3 budget.

The main contributors to the Q3 adjustments, as they relate to income, are as follows:

Increases in Operating Income

- Interest on Investments have increased by \$498K, this is mainly due to lower than expected capital expenditure spending.
- Domestic waste charges increase by \$280K to be in line with the actual levied income.
- Cemetery income increases by \$181K.
- Temporary truck zone permits increases by \$155K due to increased building construction activities in Bondi Junction.
- Sundry income increases by \$105K mainly due to reimbursement for the Senior Strategic Planner officer's secondment to Greater Sydney Commission (GSC).

- Contributions increase by \$162K (WCLP FACS individually Funded Packages). This is offset by increased expenditure.
- Rental income from Ovals, Parks and Open Spaces increases by \$83K mainly due to higher outdoor and flagship events.
- Parking income increases by \$70K due to an increase in demand.
- Fine income increases by \$65k due to higher than anticipated fine revenue from Ranger services.

Reductions in Operating Income

- Crane Permit income decrease by \$100K due to reduction in use of mobile cranes and increased use of tower cranes.
- Certificate 149 Income decreases by \$65K.

2. Capital income reduces by \$908K to \$15.3M, this represents a 5.6% reduction. Income is currently tracking at 84.6% of the proposed Q3 budget, as at 31 March 2017.

Items contributed to this reduction are as follows:

Reductions in Capital Income

- Housing Contributions from developers are lower than originally anticipated by \$525K, this money is collecting on behalf of the State Government and whatever monies are collected are to be forward to the State. Hence a corresponding reduction is showing in the expense side.
- Proceeds from plant & equipment sales decrease by 368K, mainly due to the lower than estimated resale value for eight garbage trucks being disposed.
- Grants & Contributions towards the capital works program are \$14K lower than anticipated.

The combined operating and capital incomes results in a net increase of \$416K or 0.3% from the current budget of \$140.9M to \$141.3M for the year ending 30 June 2017.

The overall income is tracking at 87.0% of the Q3 proposed budget as at 31 March 2017.

Expenditure

3. Operating expenses are reduced by \$1.1M to \$103.2M, representing a 1.0% reduction. It is currently tracking at 72.5% of the Q3 proposed budget, as at 31 March 2017. Main contributors to the changes are as follows:

Reduction in Operating Expenses

- Contributions to Department of Housing decreases by \$525K due to lower than expected Housing Contributions money being received under s94G of the EP&A Act.
- Contractors and Consultant & technical assistance costs decrease by \$307K, of which \$92K is being reclassified on the reporting lines from Operating Expenses to Other Capital Expenses. This money is earmarked to for the EzyScan project.
- Promotion and Publicity costs decrease by 219K.
- Salaries and wages cost including agency temporary hires, decrease by \$156k as a result of position vacancies from the last nine months.

Increase in Operating Expenses

- Equipment rental increase by \$108K due to the upgrade of printing equipment.
- Waste disposal costs increase by \$108K due to increased demand.

4. Capital Works Program expenses reduce by \$9.3M to \$29.9M, this represents a 23.7% reduction. As at 31 March it is currently tracking at 57.7% or 72.5% when including commitments of the Q3 proposed budget.

There are 67 proposed amendments to Capital Works Program in this review and they are summarised in table 3 below.

Table 3 - Capital Works Program Q3 amendments	No of projects	Amount - \$'000
Project cost defer to 2017/18 or 2018/19	16	(6,139)
Project cost increase	10	522
Project completed with saving	30	(1,255)
Project cost reduction	6	(648)
Project postponed & return fund to reserve	2	(2,001)
New project	3	239
Total	67	(9,281)

Three New Projects - The three new projects proposed in this review are as follows:

1. \$25K for Kerb & Gutter work at Pine Land, Waverley Crescent to the rear of 253 Oxford Street.
2. \$114K for Road works at Macpherson Street, Bronte Road to 159 Macpherson Street, this is an amendment to the RMS Block Grant Program.
3. \$100K for Sight screens for Easts Cricket, this work is partial funded by external parties contributing up to \$45K in response to an April council report (Waverley Oval – Installation of Cricket Sight Screen).

16 Projects Deferred – 16 projects are proposed to have expenditure spending deferred to future years:

1. \$5,989K to be deferred to 2017/18, and
2. \$150K to be deferred to 2018/19.

The changes to capital works program are detailed in Attachment 1 – Q3 proposed capital works program.

Table 4 below provides the summary of Q3 amendments to the Capital Works Program and the revised funding sources for the Program.

Table 4 - Capital Works Program '000	Current Budget	Q3 Proposed Amendments	Q3 Proposed Budget
Expenditure	39,222	(9,281)	29,941
<u>funding sources:</u>			
Grants and Contribution	(2,129)	15	(2,114)
New Borrowing	(2,200)	0	(2,200)
External Restricted Reserves	(8,178)	1,893	(6,285)
Internal Restricted Reserves	(18,902)	7,134	(11,768)
General Fund	(7,813)	239	(7,574)
Total funding sources	(39,222)	9,281	(29,941)

5. Other capital expenses increase by \$11K to \$10.5M, this represents a 0.1% increase. It is currently tracking at 30.0%. Main contributors to the changes are as follows:
- Asset renewals decrease by 134K mainly due to the Cemetery residential building work not going ahead until the cemetery strategy paper is complete.
 - Capital Purchases increase by \$145K mainly due to :

- reclassification for Ezyscan implementation project from operating expense to capital purchase estimated at \$92K,
- an additional new plant item being added to the current plant replacement program at \$34K.
- the reclassification of three small plant items to the specialized equipment category, this has a neutral financial impact to the budget.

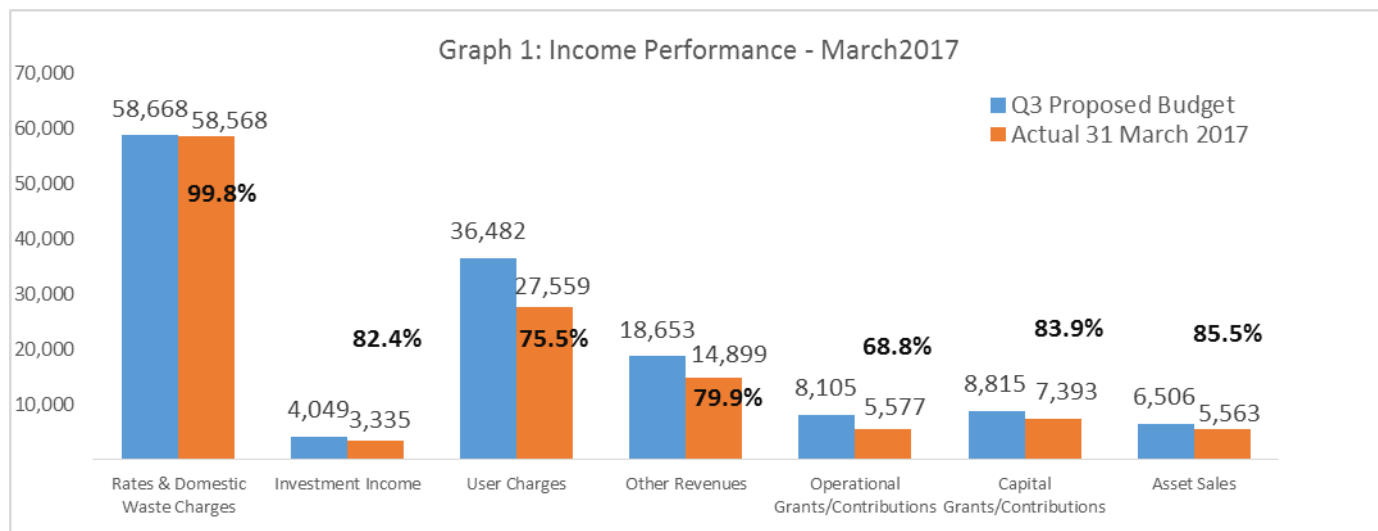
Summary of the revised plant replacement program as shows in table 4 below.

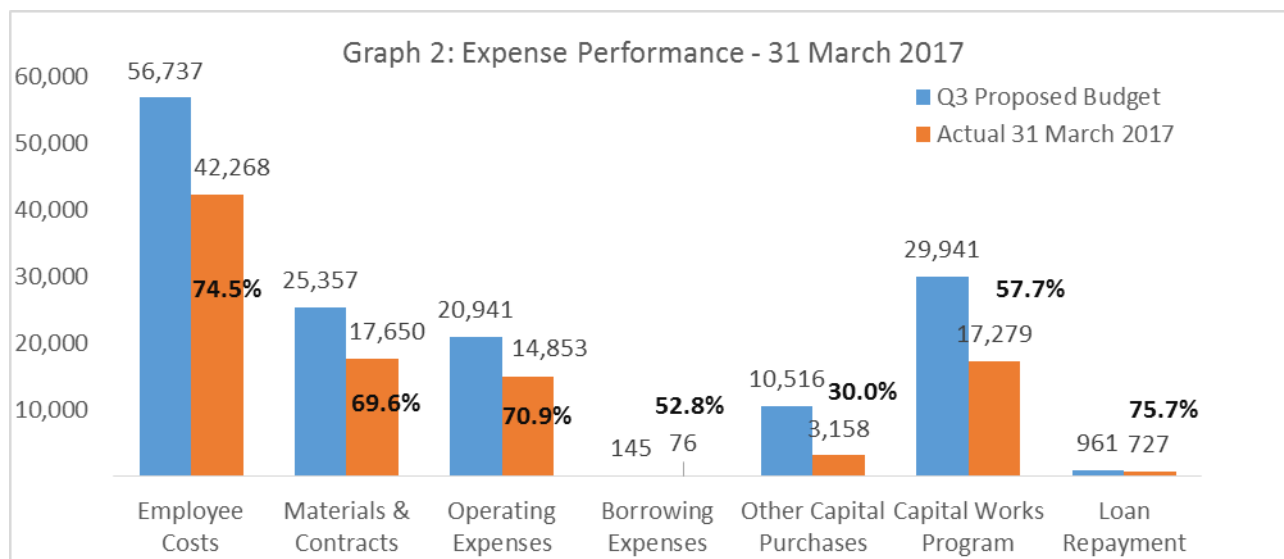
Table 5 Plant Replacement Cost Budget – '000	Current Budget		Q3 Amendments		Q3 Proposed Budget	
	No. Plant	Cost Budget	No. Plant	Cost Budget	No. Plant	Cost Budget
Passenger Vehicle	10	313	1	347	11	347
Small Plant	17	293	(3)	188	14	188
Light Commercial Vehicle	11	418	0	418	11	418
Truck Fleet	10	1,237	0	1,237	10	1,237
Major Fleet	8	2,652	0	2,652	8	2,652
Specialised Equipment	10	1,716	3	1,821	13	1,821
Total	66	6,630	1	6,664	67	6,664

6. Reserve funds net usage reduces by \$10.8M to \$1.2M, mainly due to the deferrals from the Capital Works Program. The overall reserve balances forecast to be \$133.7M at 30 June 2017.

In summary, amendments proposed in the Q3 review have a neutral effect to the current budget position, it remains with a budget surplus of \$59K for the 2016/17 financial year.

Graphs 1 and 2 below illustrate the income and expense performance for the nine months ending 31 March 2017, compared to the Q3 proposed budget for the year ending 30 June 2017.





5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

- Direction: G8 Community information assets are well secured and managed in an accessible way.
- Strategy: G8b Promote and advocate the provision of statutory, financial and management information and reporting on time and with a high degree of accuracy..
- Deliverable: All reports required by legislation or requested by Government departments and agencies provided.

6. Financial impact statement/Timeframe/Consultation

Council is required under the Local Government (Financial Management) Regulations 1993, Part 2, Clause 9, to, not later than 2 months after the end of each quarter, prepare and submit a reviewed budget statement showing, by reference to the estimate of income and expenditure which is set out in the operational plan, a revised estimate of the income and expenditure.

7. Conclusion

Council's Executive Manager, Financial Waverley, as the responsible accounting officer, advises that the projected financial position is satisfactory.

8. Attachments:

1. Q3 Proposed Capital Works Program.
2. Q3 Quarterly Budget Review Statement (QBRs)

Attachment 1: Q3 Proposed Capital Works Program

Council Meeting 16 May 2017



Budget Review Project Expenditure - Capital Works
As at Period 9
Financial Year Ending June 2017

Codes:	Table 4 - Capital Works Program Q3 amendments	No of projects	Amount - \$'000
D	Project cost defer to 2017/18 or 2018/19	16	(6,139)
I	Project cost increase	10	522
S	Project completed with saving	30	(1,255)
C	Project cost reduction	6	(648)
R	project postponed & return fund to reserve	2	(2,001)
N	New project	3	239
	Total	67	(9,281)

Project Number	Project Description	Current Budget \$	Q3 Amendments	Proposed Budget	Actuals \$	Commitments \$	YTD \$	YTD on Q3 budget %	Code	Project Progress Commentary
000001 - Transport Access										
C0001	Rowe St Pedestrian Corridor -Legal & Property advice, Survey	23,955	-	23,955	2,590	-	2,590	10.81%		In progress.
	Total Transport Access	23,955	-	23,955	2,590	-	2,590	10.81%		
000002 - Bondi Park POM - Bondi Park										
C0003	Bondi Tunnels Remediation & Storage	119,510	(7,704)	111,806	111,972	1	111,973	100.15%	S	Project completed.
C0004	Bondi Park Sub-Depot - Works Yard & Landscape	400,000	(240,000)	160,000	77,544	207,362	284,906	178.07%	C	
C0124	North Bondi Amenities	165,000	(26,769)	138,231	128,996	10,595	139,591	100.98%	S	Project completed.
C0250	Bondi Park Skate Park Mural Upgrade	-	-	-	28	-	28	-		Project finalised.
C0256	Bondi Park Upgrade Works - Stage 1A	210,606	3,789	214,395	213,572	1,299	214,872	100.22%	I	Project completed.
C0258	Coastal Walk Feasibility Study	26,095	(9,997)	16,098	16,098	-	16,098	100.00%	S	Project completed.
										Final skatepark masterplan currently being completed and due to be presented to Council in July.
C0260	Junior Skate Park Design and Consultation	39,115	-	39,115	39,934	6,705	46,639	119.23%		Stage 1 complete. Tender for the additional shelters as per Q2 amendment was awarded in May 2017.
C0279	Bondi Park Picnic Shelters	1,695,692	-	1,695,692	988,947	99,116	1,088,063	64.17%		Concept design work completed. To form the basis of consultation program in 2018/19.
C0282	Bondi Park Upgrade Southern Works	16,096	-	16,096	10,860	-	10,860	67.47%		Contract awarded for concept designs. Designs due to be completed in May 2017.
C0425	North Bondi Landscaping and Shower hub project	200,000	-	200,000	4,061	37,179	41,240	20.62%		
	Total Bondi Park POM - Bondi Park	2,872,114	(280,681)	2,591,433	1,592,012	362,257	1,954,269	75.41%		
000003 - Bondi Park POM - Bondi Pavillion										
C0005	Bondi Pavillion Fire Upgrade	249,989	-	249,989	170,364	46,889	217,254	86.91%		
C0006	Bondi Pavillion Conservation & Upgrade	1,000,000	(200,000)	800,000	475,927	368,986	844,913	105.61%	D	Remaining funding deferred to 2017/18.
	Total Bondi Park POM - Bondi Pavillion	1,249,989	(200,000)	1,049,989	646,291	415,875	1,062,166	101.16%		
000004 - Bronte Park POM										
C0007	Bronte Beach Lifeguard Tower	200,000	(100,000)	100,000	9,706	11,908	21,613	21.61%	D	Currently preparing RFQ documentation for concept designs to inform consultation program. Remaining funds to be used to get hydraulic engineers to assess and redesign pipework to future proof asset.
C0289	Design and Replacement of Bronte Pool Pump	500,000	(128,000)	372,000	103,720	26,973	130,693	35.13%	C	
	Total Bronte Park POM	700,000	(228,000)	472,000	113,426	38,880	152,306	32.27%		
000005 - Bronte POM										
C0009	Bronte Beach Local Village Centre	1,459,262	(1,400,000)	59,262	24,722	135,503	160,225	270.37%	D	Funds to be spent in 2017/18. Currently awarding RFQ for detailed design.

1 of 8

Attachment 1: Q3 Proposed Capital Works Program

Council Meeting 16 May 2017

Project Number	Project Description	Current Budget	Q3 Amendments	Proposed Budget	Actuals	Commitments	YTD	YTD on Q3 budget	Code	Project Progress Commentary
C0278	Bronte Seawall Technical Study	37,235		37,235	37,772	-	37,772	101.44%		Project completed. Work to inform future SAMP works on promenade.
C0280	Bronte Park Plant of Management (POM)	118,919		118,919	50,522	55,812	106,335	89.42%		Project in final stages of consultation. Due to go to Council in June 2017.
Total Bronte POM		1,615,416	(1,400,000)	215,416	113,017	191,315	304,332	141.28%		
000006 - Waverley Cemetery										
C0015	Waverley Cemetery Internal Fencing	374,927	(300,000)	74,927	1,800	52,472	54,272	72.43%	S	Project completed.
C0016	Waverley Cemetery External fencing on Trafalgar Street inclu	150,000	(20,000)	130,000	96,314	23,520	119,834	92.18%	S	Project completed.
										Monitoring underway for remaining 3 months. Funds for construction transferred to reserve until project scoped.
C0017	Waverley Cemetery Cemeteries Retaining Wall	1,592,785	(1,562,785)	30,000	29,353	-	29,353	97.84%	R	
C0018	Waverley Cemetery Asset Renewal Upgrades	-		-	1,157	-	1,157	-		
C0281	Waverley Cemetery Main Gates	150,000	(19,802)	130,198	100,647	20,804	121,451	93.28%	S	Project completed.
C0429	Waverley Cemetery Contemplation shelters	438,421	(438,421)	-	-	-	-	-	R	Transfer to reserve until CMP and PoM are prepared for the site.
Total Waverley Cemetery		2,706,133	(2,341,008)	365,125	229,270	96,796	326,066	89.30%		
000009 - Complete Streets Program										
C0021	Bondi Junction Cycleway / Streetscape	200,000		200,000	20,209	18,856	39,064	19.53%		Concept designs due to go to Waverley Traffic Committee.
C0023	Oxford St (Newland St - Denison St) - street design as per C	274,238	(33,400)	240,838	240,838	-	240,838	100.00%	S	Project completed.
C0024	East Bondi Junction Streetscape	250,000		250,000	42,639	44,683	87,322	34.93%		Concept designs due to go to Waverley Traffic Committee.
C0025	Birrell St bike path	25,000	(25,000)	-	-	-	-	-	D	Project deferred to 2017/18.
C0027	BJ PAMP - Pram Ramps	38,589		38,589	16,311	-	16,311	42.27%		In progress.
C0028	Complete Streets - Pop Ups	59,476		59,476	17,762	1,000	18,762	31.55%		In progress.
C0238	Brisbane Street Plaza	21,459		21,459	21,408	-	21,408	99.76%		Project completed.
C0046	Bronte Road, BJ Streetscape Upgrade	232,092		232,092	99,601	37,091	136,693	58.90%		Move from Footpath Construction Program, to be part of Complete Streets Program, work in progress.
Total Complete Streets Program		1,100,854	(58,400)	1,042,454	458,770	101,629	560,399	53.76%		
000010 - Alternative Water										
C0029	Recycled water feasibility & implementation	14,000		14,000	9,450	2,533	11,983	85.59%		Design investigations nearing completion.
Total Alternative Water		14,000	-	14,000	9,450	2,533	11,983	85.59%		
000011 - Property and land acquisition										
C0096	Affordable Housing acquisition	2,235,068	(502,016)	1,733,052	1,733,052	-	1,733,052	100.00%	S	project completed
C0277	Niblick St Reserve Land Acquisition	2,491,000		2,491,000	2,120,291	39,050	2,159,341	86.69%		Finalising tender documentation for site remediation. Consultation scheduled for mid-May.
Total Property and land acquisition		4,726,068	(502,016)	4,224,052	3,853,343	39,050	3,892,393	92.15%		
000012 - Street Lighting										
C0032	Public and Street lighting energy efficiency	335,263		335,263	-	410,783	410,783	122.53%		Tender awarded for completion of work.
Total Street Lighting		335,263	-	335,263	-	410,783	410,783	122.53%		
000013 - Water Efficiency										
C0033	Leak Detection Across Council Sides	75,000		75,000	-	-	-	-		RFQ closed. Due to be awarded and work to commence in May 2017.
Total Water Efficiency		75,000	-	75,000	-	-	-	-		

Attachment 1: Q3 Proposed Capital Works Program

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Project Number	Project Description	Current Budget	Q3 Amendments	Proposed Budget	Actuals	Commitments	YTD	YTD on Q3 budget	Code	Project Progress Commentary
000014 - Energy efficiency										
C0034	Facilities Sustainable Energy upgrades	93,479		93,479	93,478	-	93,478	100.00%		Project completed.
	Total Energy efficiency	93,479	-	93,479	93,478	-	93,478	100.00%		
000015 - Bondi Junction Green Infrastructure Master Plan										
C0035	BJ Low carbon solutions study	35,292		35,292	35,291	-	35,291	100.00%		Project completed.
C0037	BJ Waste Solutions Study	8,335		8,335	8,500	-	8,500	101.98%		Project completed.
C0038	Green Infrastructure Master Plan	100,000	100,000	200,000	80,070	15,000	95,070	47.53%	I	Cost increase,
C0422	BJ Automated Waste Collection System	100,000	(100,000)	-	-	-	-	-	C	Project funds transferred to Green Infrastructure Masterplan.
	Total Bondi Junction Green Infrastructure Master Plan	243,627	-	243,627	123,861	15,000	138,861	57.00%		
000016 - Urban Ecology Plan										
C0041	Tamarama ERFAP	52,000		52,000	29,505	21,275	50,780	97.65%		Works in progress in accordance with tender.
C0042	Bronte ERAP	107,280		107,280	41,188	42,318	83,506	77.84%		Works in progress in accordance with tender.
C0043	Biodiversity ActionPlan - Remnant Sites	346,726		346,726	200,439	140,256	340,695	98.26%		Works in progress in accordance with tender.
C0414	Sustainable Waste Strategy	209,032		209,032	188,829	-	188,829	90.34%		Project completed.
C0415	Solar Compactors at Bondi Park and Promenade	140,000		140,000	139,753	-	139,753	99.82%		Project completed.
C0418	Weed Management	15,000		15,000	-	1,440	1,440	9.60%		Brief being developed for external review of Council weed management practices.
	Total Urban Ecology Plan	870,038	-	870,038	599,713	205,289	805,002	92.52%		
000018 - Footpath Construction and Upgrades										
C0060	15/16 Fpth Clyde Street (N/Side), Reina St To Nancy St	-		-	-	-	-	-		
C0067	15/16 Fpth Henrietta Street (E/Side) Langlee Ave To Victoria	19,800		19,800	19,800	-	19,800	100.00%		Project completed.
C0075	15/16 Fpth Ocean Street (B/Side), #13 To Bondi Rd	44,512		44,512	-	-	-	-		Project delayed due to major MIRVAC development.
C0241	14/15 Fpth-Ebley St (S/Side), Bronte Rd To Mackenzie St	34,245	(21,678)	12,567	8,023	4,545	12,567	100.00%	C	Project completed.
C0242	14/15 Fpth-Ebley St (W/Side), Mackenzie St To Gardiner St	58,000	(58,000)	-	-	-	-	-	C	Project completed.
C0288	Heritage Stairs Upgrade at Brighton Blvd	20,000		20,000	-	7,700	7,700	38.50%		
C0295	Beach Road (n/s), Glenyar avenue to Blair Street	28,630		28,630	28,630	-	28,630	100.00%		Project completed.
C0296	Beach Road (s/s), Gould Street to Glenyar avenue	11,970	(7,290)	4,680	4,680	-	4,680	100.00%	S	Project completed.
C0297	Birrell street (b/s), Bronte road to Carrington road	57,000	(10,742)	46,258	46,258	-	46,258	100.00%	S	Project completed.
C0298	Birrell street (b/s), St James Street to Denison Street	22,600		22,600	23,350	-	23,350	103.32%		Project completed.
C0299	Blair Street (b/s), Gould Street road Vicras avenue	20,713		20,713	20,713	-	20,713	100.00%		Project completed.
C0300	Brighton boulevarde (b/s), Wairoa avenue to 44 Brighton blvd	40,000		40,000	-	18,112	18,112	45.28%		Work scheduled.
C0301	Brighton boulevarde (n/s), Gould Street to Wairoa avenue	28,000		28,000	-	16,750	16,750	59.82%		Work scheduled.
C0302	Bronte road (b/s, upper & lower), Gardyne Street to Nelson av	86,000	(8,090)	77,910	77,910	-	77,910	100.00%	S	Project completed.
C0303	Clarke Street (b/s), Young Street to Jensen avenue	31,120		31,120	31,200	-	31,200	100.26%		Project completed.
C0304	Dickson Street (b/s), Read Street to Hewlett Street	15,000		15,000	-	10,600	10,600	70.67%		Work scheduled.
C0305	Elvina street (b/s), Oceanview Street to Kobada rd	23,041		23,041	23,041	-	23,041	100.00%		Project completed.
C0306	Farrellys avenue (n/s), Boonara ave to 1 Farrellys avenue	11,189		11,189	9,415	-	9,415	84.14%		Project completed.
C0307	Fletcher Street (n/s), Sandridge Street to #58 Fletcher Stre	20,000		20,000	-	-	-	-		
C0308	Flood Street (b/s), Bondi road to Old South Head road	54,104		54,104	54,104	-	54,104	100.00%		Project completed.
C0309	Francis Street(b/s), Wellington Street to Old South Head roa	25,000		25,000	-	-	-	-		
C0310	Hall Street (b/s), Glenyar avenue to Simpson Street	45,000		45,000	-	50,430	50,430	112.07%		Work scheduled.
C0311	Hardy Street (b/s), Dover road to Macleay Street	61,000	18,768	79,768	79,768	-	79,768	100.00%	I	Project completed.
C0312	Hasting parade (b/s), Wairoa avenue to Campbell parade	38,000		38,000	-	32,241	32,241	84.84%		Work scheduled.
C0313	Hasting parade (b/s), Mitchell Street to Wairoa avenue	73,400		73,400	-	67,389	67,389	91.81%		Work scheduled.
C0314	Henrietta Street (b/s), Victoria Street to Bronte road	44,100		44,100	44,100	-	44,100	100.00%		Project completed.
C0315	Henrietta Street (e/s), Birrell Street to Salisbury Street	21,560		21,560	21,560	-	21,560	100.00%		Project completed.
C0316	Macdonald Street (b/s), Young Street to Marne Street	25,000		25,000	-	13,510	13,510	54.04%		Work scheduled.
C0317	Military road (b/s), 52b to Wentworth Street	24,427		24,427	24,427	-	24,427	100.00%		Project completed.
C0318	Military road (b/s), Hasting parade to Wallis parade	40,000		40,000	-	23,589	23,589	58.97%		Work scheduled.

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Attachment 1: Q3 Proposed Capital Works Program

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Project Number	Project Description	Current Budget	Q3 Amendments	Proposed Budget	Actuals	Commitments	YTD	YTD on Q3 budget	Code	Project Progress Commentary
C0319	Military road (b/s), Old South Head road to Kemberley Street	25,665		25,665	25,655	-	25,655	99.96%		Project completed.
C0320	Murriverie road (n/s), Hardy Street to Nancy Street	8,580		8,580	8,580	-	8,580	100.00%		Project completed.
C0321	Nancy Street (w/s), Murriverie road to Clyde Street	6,889		6,889	6,889	-	6,889	100.00%		Project completed.
C0322	Newland Street (b/s), Birrell Street to Newland lane	60,000	(13,150)	46,850	46,850	-	46,850	100.00%	S	Project completed.
C0323	Northcote Street (b/s), Gilbert Street to Old South Head ro	22,226		22,226	22,226	-	22,226	100.00%		Project completed.
C0324	Oakley road (b/s), Glenayr avenue to dead end	85,000	(38,307)	46,693	46,693	-	46,693	100.00%	S	Project completed.
C0325	Oceanview avenue (b/s), Military road to Ray Street	27,367		27,367	27,367	-	27,367	100.00%		Project completed.
C0326	Oceanview avenue (b/s), Old South Head road to Elvina Street	13,549		13,549	13,549	-	13,549	100.00%		Project completed.
C0327	Old South Head road (e/s), Young Street to 767 Old South Hea	25,000		25,000	-	-	-	-		Work scheduled.
C0328	Owen Street (b/s), Old South Head road to Polybank parade	25,016		25,016	25,017	-	25,017	100.00%		Project completed.
C0329	Park parade (e/s), Bondi road to Birrell Street	40,612		40,612	40,611	-	40,611	100.00%		Project completed.
C0330	Pathway between Stewart Street and Roe Street	15,000		15,000	-	-	-	-		Work scheduled.
C0331	Pindari road (b/s), Military road to Raleigh Street	45,000		45,000	-	-	-	-		Work scheduled.
C0332	Stewart Street (b/s), Raina Street to Polybank parade	11,040		11,040	11,040	-	11,040	100.00%		Project completed.
C0333	Strickland Street (b/s), Victory Street to Old South Head ro	20,000		20,000	-	-	-	-		Work scheduled.
C0335	Tower Street (b/s), Young Street to Jensen avenue	30,000		30,000	-	-	-	-		Work scheduled.
C0336	Victory Street (b/s), Gilbert Street to 21 Victory st	25,000		25,000	-	-	-	-		Work scheduled.
C0337	Wentworth street (b/s), Military road to dead end	44,998		44,998	44,998	-	44,998	100.00%		Project completed.
C0338	Wiley Street (b/s), Salisbury Street to change of width	15,984		15,984	15,984	-	15,984	100.00%		Project completed.
C0339	Woodstock Street (b/s), Flood In to Paul Street	55,314		55,314	55,314	-	55,314	100.00%		Project completed.
C0340	Young Street (e/s), 6 Young Street to Tower Street	14,867		14,867	-	-	-	-		Work scheduled.
C0341	Young street (e/s), Old South Head road to Clarke Street	12,000		12,000	-	-	-	-		Work scheduled.
C0342	Zarita avenue (b/s), Carrington road to Campbell Street	26,975		26,975	26,975	-	26,975	100.00%		Project completed.
C0343	Kenneth Street (n/s) Alexander St to Marks Lne	25,000		25,000	12,694	-	12,694	50.78%		Works in progress.
C0424	Pedestrian Refuge Island - Arden St @ McPherson St	20,000		20,000	-	-	-	-		
C0427	Bay St (N/S) Brighton Blvde to 2 Bay Street	20,000		20,000	-	-	-	-		
C0428	16/17 Ocean Street (w/s) Ocean Lane to King St	20,000		20,000	-	-	-	-		
Total Footpath Construction and Upgrades		1,764,493	(138,489)	1,626,004	947,419	244,863	1,192,283	73.33%		
000020 - Building Upgrades										
C0097	Eastgate Façade Upgrade	140,661	(140,661)	-	-	-	-	-	D	Work deferred until 2018/19.
C0099	Closure of Spring Street Carpark Exist	137,734	(57,734)	80,000	22,717	-	22,717	28.40%	D	Project deferred to 2017/18.
C0125	South Bronte (Bronte Community Centre) Toilet	17,780	(12,717)	5,063	5,063	-	5,063	100.00%	D	Design work to commence in 2017/18.
Total Building Upgrades		296,175	(211,112)	85,063	27,780	-	27,780	32.66%		
000021 - New Buildings										
C0098	PPC Depot - Syd Einfeld	-		-	83	-	83	-		
C0100	Future Investment Strategies - Civic Heart Planning	659,998		659,998	79,525	2,650	82,175	12.45%		
Total New Buildings		659,998	-	659,998	79,608	2,650	82,258	12.46%		
000022 - Kerb and Gutter works										
C0344	Alt Street (b/sides), Birrell Street to Cuthbert Street	110,000		110,000	150	100,990	101,140	91.95%		Project completed.
C0345	Gilbert Street (b/sides), Bangalla road to Victory Street	55,000		55,000	-	40,044	40,044	72.81%		Project completed.
C0346	Kimberley Street (b/sides), Ethel Street to corner of Ray St	85,000		85,000	-	70,497	70,497	82.94%		Work in progress.
C0347	Kimberley Street (b/sides), Military road to Ethel Street	85,000		85,000	-	62,315	62,315	73.31%		Work in progress.
C0348	Manning Street (e/side), Arnold Street to Cuthbert Street	26,630		26,630	26,720	-	26,720	100.34%		Project completed.
C0349	Military road (b/sides), Kimberley Street to Oceanview avene	85,000	17,800	102,800	102,800	-	102,800	100.00%	I	Project completed.
C0350	Military road (b/sides), Old South Head road to Kimberley St	170,828		170,828	170,168	661	170,828	100.00%		Project completed.
C0351	Pacific Street (b/sides), Bronte road to Nelson avenue	94,401		94,401	94,298	-	94,298	99.89%		Project completed.
C0352	St Thomas Street (b/sides), Busby parade to Boundary Street	56,853		56,853	56,854	-	56,854	100.00%		Project completed.
C0353	Stanley Street (w/sides), 19 to Birrell Street	29,600		29,600	29,600	-	29,600	100.00%		Project completed.
C0354	Unnamed lane (e/sides), Gipps Street to dead end	25,000		25,000	-	-	-	-		
New 1	Pine Lane, Waverley Crescent to rear of 253 Oxford Street		25,000	25,000				-	N	

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Project Number	Project Description	Current Budget	Q3 Amendments	Proposed Budget	Actuals	Commitments	YTD	YTD on Q3 budget	Code	Project Progress Commentary
Total Kerb and Gutter works		823,312	42,800	866,112	480,589	274,508	755,097	87.18%		
000023 - Local Village DCP Streetscape Improvements										
C0120	Blake Street Neighborhood Centre	725,000		725,000	9,409	46,050	55,459	7.65%		Detailed design and RFT documentation developed. Due for advertsting in May 2017.
C0356	Entryway Planting at Oxford St and Old South Head Road	50,000		50,000	-	-	-	-		Work scheduled.
C0416	Stage 1 - Campbell Parade Detailed Designs (incl. North Bond	300,000		300,000	124,058	1,053	125,111	41.70%		RFT to be awarded at May Council meeting.
C0417	Roscoe Street Streetscape Upgrade	510,000		510,000	4,375	28,250	32,625	6.40%		Detailed design and RFT documentation developed. Due for advertising in May 2017.
Total Local Village DCP Streetscape Improvements		1,585,000	-	1,585,000	137,843	75,353	213,195	13.45%		
000024 - Street Sign										
C0127	Green Links 3/4	186,258		186,258	184,521	4,219	188,740	101.33%		
Total Street Sign		186,258	-	186,258	184,521	4,219	188,740	101.33%		
000025 - Playgrounds Upgrades										
C0130	O'Donnell St Reserve	188,590		188,590	178,270	11,164	189,434	100.45%		Project completed.
C0131	Thomas Hogan Reserve	150,000		150,000	585	-	585	0.39%		Project completed.
C0132	Stephen Street Park	195,000		195,000	3,930	46,502	50,431	25.86%		Contract due to be awarded in May. Work to commence in June 2017.
Total Playgrounds Upgrades		533,590	-	533,590	182,785	57,665	240,450	45.06%		
000026 - Eastgate Carpark Upgrade										
C0134	Bondi Junction Carpark upgrades	2,084,820	85,000	2,169,820	794,169	940,922	1,735,091	79.96%	I	Additional work identified including lift replacement, stair upgrades
Total Eastgate Carpark Upgrade		2,084,820	85,000	2,169,820	794,169	940,922	1,735,091	79.96%		
000027 - Park Upgrades										
C0143	Dickson Park	260,254		260,254	247,881	-	247,881	95.25%		Project completed.
C0145	Waverley Park Multi-Purpose Courts	964,055	(47,536)	916,519	916,519	-	916,519	100.00%	S	Project completed.
C0146	Parks Signage Strategy - Tamarama Wayfinding Signage	85,092		85,092	36,887	29,735	66,622	78.29%		
C0262	New St Park upgrade	26,204		26,204	25,748	511	26,259	100.21%		Project completed.
C0263	Turf improvement program	227,000		227,000	161,429	32,595	194,024	85.47%		
C0269	Hugh Bamford Reserve	121,210	(121,210)	-	-	-	-	-	D	Project delayed due to Sydney Water work in Hugh Bamford Reserve. Transfer \$121210 to SAMP Parks 8.1/8.2 budget 2017/18. Project deferred. Design work to commence in 2017/18 for structural, geotechnical, community consultation. \$150,000 transferred to SAMP Parks 8.1/8.2 budget 2017/18. \$150,000 deferred to 2018/19 for construction.
C0283	Biddigal Reserve Upgrade Works	340,000	(300,000)	40,000	12,553	3,988	16,540	41.35%	D	Project in defects period.
C0284	Small Parks Upgrades - Package C	105,000		105,000	90,757	2,400	93,157	88.72%		Project in defects period.
C0285	Small Parks Upgrades - Package B	102,996		102,996	92,312	4,649	96,961	94.14%		
C0286	Small Parks Package A - St James Reserve	156,796	20,000	176,796	5,392	152,131	157,523	89.10%	I	Construction due for completion in early June.
C0287	Small Parks Package A - Hewlett Street Closure	105,000		105,000	53,264	(2,515)	50,749	48.33%		Park upgrade and associated work complete. Contract due to be awarded in May. Work to commence in June 2017.
C0358	Gibson and Brown Street Reserve	145,000		145,000	1,361	17,450	18,811	12.97%		
C0359	Marks Park	4,000		4,000	4,000	-	4,000	100.00%		
C0364	Verge Returfing	50,000		50,000	-	-	-	-		Work scheduled.
C0365	Verge Planting	50,000		50,000	-	-	-	-		Work scheduled.
C0366	Coast Walk upgrades	489,788	(445,934)	43,854	12,833	1,021	13,854	31.59%	D	Project construction deferred until 2017/18.

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Attachment 1: Q3 Proposed Capital Works Program

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Project Number	Project Description	Current Budget	Q3 Amendments	Proposed Budget	Actuals	Commitments	YTD	YTD on Q3 budget	Code	Project Progress Commentary
C0408	Hugh Bamford Reserve Fencing	350,000	(350,000)	-	-	-	-	-	D	Project delayed due to Sydney Water work in Hugh Bamford Reserve. Transfer \$121210 to SAMP Parks 8.1/8.2 budget 2017/18.
C0419	Blair Street Median Planting	143,525		143,525	69,642	-	69,642	48.52%		Stage 2 work commenced late April 2017.
C0420	Small Parks Upgrades	60,000		60,000	4,212	-	4,212	7.02%		
C0426	Bondi Skate Park Asset Renewal	250,000		250,000	77	-	77	0.03%		RFT to be awarded at May Council. Work after City to Surf in August. 8 - 12 week timeframe.
Total Park Upgrades		4,035,920	(1,244,680)	2,791,240	1,734,865	241,965	1,976,830	70.82%		
000028 - Public Art										
C0147	Public Art installation - Roscoe Street	84,705	28,000	112,705	23,802	114,010	137,812	122.28%	I	Detailed design and RFT documentation developed. Due for advertising in May 2017.
C0368	Waverley Mall Public Artwork	100,000		100,000	6,154	-	6,154	6.15%		Currently shortlisting preferred artwork.
Total Public Art		184,705	28,000	212,705	29,956	114,010	143,966	67.68%		
000029 - Roads Construction										
C0163	15-16 Rd- Wiley Street, Victoria St To Salisbury St	-		-	1,820	-	1,820	-		
C0370	Adelaide street, Oxford Street intersection to Grafton Stree	90,000	(5,254)	84,746	84,746	-	84,746	100.00%	S	Project completed.
C0371	Arnold Street, dead end to Bourke Street	37,000	(682)	36,318	36,318	-	36,318	100.00%	S	Project completed.
C0372	Belgrave Street, Murray Street to Dickson Street	56,000	(6,618)	49,382	49,282	750	50,032	101.32%	S	Project completed.
C0373	Ethel Street, Kimberley Street to dead end	25,413		25,413	25,413	-	25,413	100.00%		Project completed.
C0374	Francis Street, Wellington Street to Barracluff avenue	29,762		29,762	29,762	-	29,762	100.00%		Project completed.
C0375	Newland street, Ebley Street to Spring Street	62,629		62,629	62,404	-	62,404	99.64%		Project completed.
C0376	Norton avenue, Oceanview avenue to dead end	26,000	(4,228)	21,772	21,772	-	21,772	100.00%	S	Project completed.
C0377	Oceanview avenue, Military road to Old South Head road	42,000		42,000	41,897	-	41,897	99.75%		Project completed.
C0379	Yanko avenue, Macpherson Street to Evans Street	80,000		80,000	79,549	-	79,549	99.44%		Project completed.
C0380	Birrell street, Bennett Street to Jackaman Street	280,000	(65,170)	214,830	214,830	-	214,830	100.00%	S	Project completed.
C0381	Bronte road, Carrington rd to Albion Street	130,000	(10,203)	119,797	119,797	-	119,797	100.00%	S	Project completed.
C0382	Murray Street, Gipps Street to 35 Murray Street	190,000	(38,586)	151,414	151,414	-	151,414	100.00%	S	Project completed.
C0383	Hall Street Raised Pedestrian Crossing	76,531		76,531	76,531	-	76,531	100.00%		Project completed.
C0384	Salisbury & Henrietta Streets Bicycle & Road Safety Project	13,765		13,765	13,765	-	13,765	100.00%		Project completed.
C0385	Rowe Lane cnr Newland Street Raised Crossing	37,826	(13,765)	24,061	24,061	-	24,061	100.00%	S	Project completed.
C0392	Concrete roads	200,000		200,000	109,602	-	109,602	54.80%		Work scheduled.
C0406	Heavy Patching Program	589,554		589,554	301,643	-	301,643	51.16%		Work scheduled.
C0409	Street Bin Replacement Program	87,000		87,000	-	14,766	14,766	16.97%		
C0430	Military Road, between George Street and Kobada Road	110,000		110,000	-	74,982	74,982	68.17%		Work in progress.
New 2	Macpherson Street, Bronte Road to 159 Macpherson Street		113,959	113,959				-	N	New project - funded by RMS block grant.
Total Roads Construction		2,163,480	(30,547)	2,132,933	1,444,605	90,498	1,535,103	71.97%		
000031 - Roads to Recovery										
C0378	Sir Thomas Mitchell road, Campbell Parade to Lucius Street	55,432		55,432	55,433	-	55,433	100.00%		Project completed.
C0386	King street, Bennett Street to Ocean Street	69,047		69,047	69,365	-	69,365	100.46%		Project completed.
C0387	Liverpool street, Hardy Street to dead end (both upper & low	108,000		108,000	105,312	-	105,312	97.51%		Project completed.
C0388	Raleigh Street, Military Road to Wallangra Rd	24,000		24,000	21,697	-	21,697	90.40%		Project completed.
C0389	Grafton Street, Junction St to Vernon St	223,055		223,055	175,578	20,013	195,592	87.69%		Project completed.
C0390	Gardyne Street, Pacific St to Dead End (Lower Section)	10,000		10,000	7,809	-	7,809	78.09%		Project completed.
C0391	Gardyne Street, Split Level to Pacific St (Upper Section)	30,000		30,000	20,010	-	20,010	66.70%		Project completed.
Total Roads to Recovery		519,534	-	519,534	455,204	20,013	475,217	91.47%		
000033 - Lanes										
C0394	Alice lane, Macpherson Street to Pine Street	12,725		12,725	12,725	-	12,725	100.00%		Project completed.
C0395	Castlefield lane, Denham Street to Castlefield Street	20,862		20,862	20,862	-	20,862	100.00%		Project completed.
C0396	Grosvenor lane, Newland Street to Grosvenor Street	37,500	(3,363)	34,137	34,137	-	34,137	100.00%	S	Project completed.

Attachment 1: Q3 Proposed Capital Works Program

Council Meeting 16 May 2017

Project		Current	Q3	Proposed	YTD on Q3					
Number	Project Description	Budget	Amendments	Budget	Actuals	Commitments	YTD	budget	Code	Project Progress Commentary
C0397	Newland lane, Cuthbert Street to Newland In (s/side of Cuthb	27,300	(6,257)	21,043	21,043	-	21,043	100.00%	S	Project completed.
C0398	Newland lane, Cuthbert Street to Newland In (n/side of Cuthb	35,000		35,000	34,685	-	34,685	99.10%		Project completed.
C0399	Newland lane, Manning Street to Newland Street	25,900		25,900	25,901	-	25,901	100.00%		Project completed.
C0400	Newland lane, Stanley Street to Newland Street	18,059	(1,642)	16,417	16,417	-	16,417	100.00%	S	Project completed.
C0401	Read lane, Read In to Murray Street	24,400	(2,715)	21,685	21,685	-	21,685	100.00%	S	Project completed.
C0402	Read lane, Read Street to Hewlett Street	18,440	(1,677)	16,763	16,763	-	16,763	100.00%	S	Project completed.
C0403	York lane, Birrell Street to Aston Street	31,721		31,721	31,721	-	31,721	100.00%		Project completed.
C0404	Busby Lane, Maroo St to Busby Lane and Busby Pde to Chesterf	37,641		37,641	37,641	-	37,641	100.00%		Project completed.
Total Lanes		289,548	(15,654)	273,894	273,581	-	273,581	99.89%		
000034 - Traffic Islands										
C0405	Projects Arising from Waverley Traffic Committee	25,000	20,804	45,804	33,794	12,010	45,804	100.00%	I	Work in progress.
Total Traffic Islands		25,000	20,804	45,804	33,794	12,010	45,804	100.00%		
000035 - Rodney Reserve										
C0177	Rodney Reserve Masterplan Consultation	100,000		100,000	31,641	21,384	53,025	53.02%		Technical reports currently underway as per Council resolution.
Total Rodney Reserve		100,000	-	100,000	31,641	21,384	53,025	53.02%		
000037 - Traffic and Transport Projects										
C0030	Bondi Road Transport Corridor	133,446	(129,000)	4,446	3,733	-	3,733	83.96%	D	Funds to be spent in 2017/18.
C0031	T&T Waverley People, Places and Movement study	129,887		129,887	58,094	19,710	77,804	59.90%		Funds to be spent in 2017/18.
C0183	Schools Active Transport Program	50,000		50,000	-	48,205	48,205	96.41%		In progress.
C0193	T&T Fletcher St & Sandridge St investigation for roundabout	22,000		22,000	19,310	-	19,310	87.77%		In progress.
C0197	T&T Bike Plan Implementation - Waverley St Intersection	31,900	(31,900)	-	-	-	-	-	D	Defer to 2017/18
C0198	T&T Bike Plan Implementation - Martin St Concept Design	25,391	(17,273)	8,118	-	8,118	8,118	100.00%	D	Defer to 2017/18
C0199	T&T Bike Plan Implementation - Macpherson St Concept Design	24,574	(24,574)	-	-	-	-	-	D	Defer to 2017/18
C0200	T&T Bike Plan Implementation - Improved Bike Parking	27,750		27,750	14,824	-	14,824	53.42%		
C0252	Bondi POM traffic calming measures	7,400		7,400	6,670	-	6,670	90.14%		Project completed.
C0253	Bondi Park POM traffic study	193,000		193,000	23,413	34,695	58,108	30.11%		RFQ documentation being finalised.
C0413	Bike Plan Implementation - Old South Head Road Shared Path	80,000		80,000	8,195	2,250	10,445	13.06%		
C0421	Traffic Signalling - Oxford St and Nelson St, BJ	77,000		77,000	-	-	-	-		RMS deferred project.
Total Traffic and Transport Projects		802,348	(202,747)	599,601	134,238	112,978	247,217	41.23%		
000038 - Stormwater										
C0184	Stormwater Drainage - Various Locations	639,708	100,000	739,708	593,138	85,809	678,947	91.79%	I	Funding to be transferred from SAMP stormwater reserve.
C0411	Purchase of CCTV and Jetblaster for Stormwater Management	340,000		340,000	-	-	-	-		
Total Stormwater		979,708	100,000	1,079,708	593,138	85,809	678,947	62.88%		
000039 - Street Trees										
C0259	Street tree enhancement - Penkivil Street	-		-	-	-	-	-		
C0273	Street tree enhancement - Bondi Road	90,000		90,000	60,960	-	60,960	67.73%		Stage 2 due for implementation in May 2017.
C0412	Other Tree Replacement Program - Penkivil Street Tree Enhanc	82,659		82,659	-	9,138	9,138	11.06%		Scheduled for May 2017.
Total Street Trees		172,659	-	172,659	60,960	9,138	70,098	40.60%		
000041 - Accessibility										
C0188	T&T Undertake minor footpath adjustments to improve disabili	20,000		20,000	-	10,000	10,000	50.00%		In progress.
Total Accessibility		20,000	-	20,000	-	10,000	10,000	50.00%		
000042 - Tamarama Park POM										
C0201	Tamarama Park Stage 2 Upgrade	244,450	128,000	372,450	28,653	-	28,653	7.69%	I	RFT awarded April 2017.
C0202	Tamrama Park-Seating	17,160	(1,650)	15,510	15,510	-	15,510	100.00%	S	Project completed.

Attachment 1: Q3 Proposed Capital Works Program

Council Meeting 16 May 2017

Project Number	Project Description	Current Budget	Q3 Amendments	Proposed Budget	Actuals	Commitments	YTD	YTD on Q3 budget	Code	Project Progress Commentary
Total Tamarama Park POM		261,610	126,350	387,960	44,163	-	44,163	11.38%		
000043 - Thomas Hogan Park POM										
C0210	Thomas Hogan Park-Landscaping	419,215		419,215	392,635	4,079	396,714	94.63%		Project completed. Defects period.
Total Thomas Hogan Park POM		419,215	-	419,215	392,635	4,079	396,714	94.63%		
000044 - Waverley Park POM										
C0216	Waverley Park Landscaping	119,984	(100,000)	19,984	1,680	-	1,680	8.41%	C	
C0225	Waverley Park Stairs	96,000	(1,726)	94,274	94,274	-	94,274	100.00%	S	Project completed.
C0230	Waverley Park Artificial Sports Field Turf	113,210		113,210	98,855	14,893	113,747	100.47%		Project completed.
C0231	Waverley Park Sports Lighting	171,497		171,497	9,404	124,264	133,668	77.94%		RFQ awarded. Currently underway.
C0367	Waverley Park Irrigation Tank Upgrade to 200KL	51,744		51,744	-	21,560	21,560	41.67%		Design work nearing completion.
NEW 3	Sight screens for Easts Cricket		100,000	100,000				-	N	
Total Waverley Park POM		552,435	(1,726)	550,709	204,213	160,717	364,929	66.27%		
UNPLANNED - Unplanned Works										
E0001	Gardyne & St Thomas Storm Waste Pit	22,427		22,427	22,427	-	22,427	100.00%		Project completed.
E0002	Bronte Beach Coastal Storm Remediation	856,180		856,180	807,263	51,390	858,653	100.29%		Project completed.
E0003	Hunter Park Coastal Walk Restoration	275,000	(46,271)	228,729	230,238	26,375	256,613	112.19%	S	Project completed.
E0004	Waverley Cemetery Coast Walk Restoration	2,982,855	(2,782,855)	200,000	116,469	4,174	120,644	60.32%	D	Design work complete. Construction to commence at beginning of 2017/18.
Total Unplanned Works		4,136,462	(2,829,126)	1,307,336	1,176,397	81,939	1,258,336	96.25%		
Grand Total		39,222,206	(9,281,232)	29,940,974	17,279,323	4,444,126	21,723,449	72.55%		

Attachment 2 - Q2 Quarter Budget Review Statement (QBRS)

Waverley Council

Quarterly Budget Review Statement
for the period 01/01/17 to 31/03/17**Report by Responsible Accounting Officer**

The following statement is made in accordance with Clause 203(2) of the Local Government (General) Regulations 2005:

31 March 2017

It is my opinion that the Quarterly Budget Review Statement for Waverley Council for the quarter ended 31/03/17 indicates that Council's projected financial position at 30/6/17 will be satisfactory at year end, having regard to the projected estimates of income and expenditure and the original budgeted income and expenditure.

Signed:

date: 8 May 2017

Francesco Rombola
Responsible Accounting Officer

Waverley Council

Quarterly Budget Review Statement
for the period 01/01/17 to 31/03/17

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Waverley Council

Quarterly Budget Review Statement

for the period 01/01/17 to 31/03/17

Income & Expenses Budget Review Statement

Budget review for the quarter ended 31 March 2017

Income & Expenses - Council Consolidated

(\$000's)	Original Budget 2016/17	Approved Changes					Revised Budget 2016/17	Variations for this Mar Qtr		Notes	Projected Year End Result	Actual YTD figures
		Carry Forwards	Other than by QBRs	Sep QBRs	Dec QBRs	Mar QBRs						
Income												
Rates and Annual Charges	58,388				-		58,388	280	1		58,668	58,568
User Charges and Fees	35,041			703	382		36,126	356	2		36,482	27,559
Interest and Investment Revenues	2,846			355	350		3,551	498	3		4,049	3,335
Other Revenues	16,709			626	1,322		18,657	(3)			18,654	14,899
Grants & Contributions - Operating	7,866				(3)		7,863	193	4		8,056	5,577
Grants & Contributions - Capital	12,373	230		(2,261)	(937)		9,405	(540)	5		8,865	7,393
Net gain from disposal of assets	1,140	569		(306)	5,470		6,873	(368)	6		6,505	5,563
Share of Interests in Joint Ventures	-						-	-			-	-
Total Income from Continuing Operations	134,362	799	-	(883)	6,584	-	140,863	416			141,279	122,894
Expenses												
Employee Costs	59,687	49		(593)	(955)		58,188	(1,451)	7		56,737	42,268
Borrowing Costs	351			(217)	-		134	11			145	76
Materials & Contracts	17,698	212		621	1,959		20,490	1,411	8		21,901	15,711
Depreciation	19,269				-		19,269				19,269	-
Legal Costs	1,217			70	49		1,336	(136)	9		1,200	579
Consultants	2,262	105		(37)	12		2,342	(85)	10		2,257	1,360
Other Expenses	22,245	29		(73)	(446)		21,755	(814)	11		20,941	14,853
Interest & Investment Losses	-						-	-			-	-
Net Loss from disposal of assets	-						-	-			-	-
Share of interests in Joint Ventures	-						-	-			-	-
Total Expenses from Continuing Operations	122,729	394	-	(229)	619	-	123,513	(1,064)			122,449	74,848
Net Operating Result from Continuing Operation	11,634	405	-	(654)	5,965	-	17,350	1,480			18,830	48,046
Discontinued Operations - Surplus/(Deficit)	-						-				-	-
Net Operating Result from All Operations	11,634	405	-	(654)	5,965	-	17,350	1,480			18,830	48,046
Net Operating Result before Capital Items	(739)	175	-	1,607	6,902	-	7,945	2,020			9,965	40,653

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/16 and should be read in conjunction with the total QBRs report

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Waverley Council

Quarterly Budget Review Statement
 for the period 01/01/17 to 31/03/17

Income & Expenses Budget Review Statement
Recommended changes to revised budget

Budget Variations being recommended include the following material items:

Notes Details

1. \$280k increase in Domestic waste fee is due the number of service is higher than original estimated.
- 2 The favourable variation largely due to the following items:
 - \$75K increase in parking income due to increase demand.
 - \$83K increase in Rent income from Oval, Parks and Open spaces mainly due to higher outdoor and flagship events.
 - \$181K increase in income from Cemetery operation.
3. \$498K increase in interest on investment income principally due to the lower than anticipated spending from capital expense and hence more money to invest in the term deposit market.
4. favourable Variation of \$193K increase in income largely contributed to the Waverley Community Living Program FACA funded individually package which is completely offset by expenditure.
5. Unfavourable variation of \$526K mainly due to reduction in Housing contribution income under 94G of the EP&A, whatever monies collected will be forwarded to the State Government.
- 6 The unfavourable variation mainly due lower than anticipated resale value from the waste truck disposals.
7. The favourable variation is due to cost saving from position vacancies.
8. The unfavourable variation largely due to the following items:
 - \$1.3M increase in temporary staff from agencies to fill position vacancies, funded by the employee cost saving in item 7 above.
 - \$108K increase in waste disposal cost due to increased demand.
 - \$107K increase in equipment rental costs for the upgrade of printing equipment.
 - \$83k reduction in Contractor costs

Waverley Council

Quarterly Budget Review Statement

for the period 01/01/17 to 31/03/17

Capital Budget Review Statement

Budget review for the quarter ended 31 March 2017

Capital Budget - Council Consolidated

(\$000's)	Original Budget 2016/17	Approved Changes					Revised Budget 2016/17	Variations for this Mar Qtr		Notes	Projected Year End Result	Actual YTD figures
		Carry Forwards	Other than by QBRs	Sep QBRs	Dec QBRs	Mar QBRs						
Capital Expenditure												
New Assets												
- Plant & Equipment	3,205	2,866		368	531		6,970	34	1		7,004	2,445
- Land & Buildings	500	4,886			-		5,386	(502)	2		4,884	3,933
- Other	2,363	148		(148)	(404)		1,959	111	3		2,070	394
Renewal Assets (Replacement)												
- Plant & Equipment					-		-	-			-	-
- Land & Buildings	7,124	2,120		(2,786)	(427)		6,032	(594)	3		5,438	2,039
- Roads, Bridges, Footpaths	13,329	1,754		3,848	(4,470)		14,461	(5,057)	3		9,404	4,937
- Other	12,545	4,667		(2,338)	46		14,920	(3,261)	3		11,659	6,690
Loan Repayments (Principal)	1,051			(90)			961				961	727
Total Capital Expenditure	40,117	16,443	-	(1,147)	(4,724)	-	50,689	(9,270)			41,419	21,165
Capital Funding												
Rates & Other Untied Funding	11,917			995	567		13,479	279	4		13,758	7,541
Capital Grants & Contributions	4,766	230		(2,861)	(7)		2,128	(15)	4		2,113	895
Reserves:												
- External Resrtictions/Reserves	7,359	3,510		(715)	(1,236)		8,917	(1,882)	4		7,035	4,030
- Internal Restrictions/Reserves	14,936	9,934		1,740	(4,110)		22,500	(7,284)	4		15,216	6,345
New Loans	-	2,200			-		2,200	-			2,200	2,200
Receipts from Sale of Assets												
- Plant & Equipment	1,140	569		(306)	62		1,465	(368)	4		1,097	154
- Land & Buildings	-	-		-			-	-			-	-
Total Capital Funding	40,117	16,443	-	(1,147)	(4,724)	-	50,689	(9,270)			41,419	21,165
Net Capital Funding - Surplus/(Deficit)	0	(0)	-	(0)	(0)	-	(0)	(0)			(0)	-

This statement forms part of Council's Quarterly Budget Review Statement (QBRs) for the quarter ended 30/09/16 and should be read in conjunction with the total QBRs report

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Waverley Council

Quarterly Budget Review Statement
for the period 01/01/17 to 31/03/17**Capital Budget Review Statement**
Recommended changes to revised budget

Budget Variations being recommended include the following material items:

Notes Details

1. The increase is due to one additional plant item added to the plant replacement program in this review.

2. The reduction is due to the completion of an affordable housing unit building acquisition and the price for the suitable buildnig is lower than estimated.

3. The reduction is mainly contributed to the following capital expenditure programs:

- a. \$9.3 million reduction in capital works program as detailed in attached 1.
- b. \$134K reduction building renewal program mainly due to the upgrade of Waverley Cemetery Resident building work (\$150K) not going ahead until the cemetery strategic paper is complete.
- c. \$92K expense reclassification from operating expense for the accounts payable processing system implementation project.

4. The reduction is due to the expenditure budget reduction from this review.

Waverley Council

Quarterly Budget Review Statement

for the period 01/01/17 to 31/03/17

Cash & Investments Budget Review Statement

Budget review for the quarter ended 31 March 2017

Cash & Investments - Council Consolidated

(\$000's)	Original Budget 2016/17	Approved Changes					Revised Budget 2016/17	Variations for this Mar Qtr	Notes	Projected Year End Result	Actual YTD figures
		Carry Forwards	Other than by QBRS	Sep QBRS	Dec QBRS	Mar QBRS					
Externally Restricted ⁽¹⁾											
Developer Contributions	7,896	(3,502)		1,874	598		6,866	1,905	1	8,771	9,848
Domestic Waste Reserve	6,329	(1,335)		(654)	(413)		3,927	6	2	3,933	5,412
Unexpended Grant/Subsidy	691	(306)			-		385	-		385	691
Total Externally Restricted	14,916	(5,143)	-	1,220	185	-	11,178	1,911		13,089	15,951
(1) Funds that must be spent for a specific purpose											
Internally Restricted ⁽²⁾											
Affordable Housing Program	1,555			(77)	(6)		1,472	(11)	3	1,461	1,452
Cemetery	2,000	(792)		(400)	455		1,263	1,047	1	2,310	2,119
Centralised - Other	13,026	(4,570)		(3,216)	2,628		7,868	4,943	1	12,811	14,294
Deposits & Bonds	8,437				-		8,437	-		8,437	8,437
Election	44				334		378	-		378	358
Employees Leave Entitlements	5,151				-		5,151	-		5,151	5,151
Investment Strategy	65,042	(1,021)		2,824	101		66,946	198	1	67,144	67,987
IT Equipment & Upgrade	253				602		855	80	4	935	855
Other Internal Restricted	1,474	(40)			6,046		7,480	-		7,480	1,474
Parking - Car Park	568	(568)			-		-	200	5	200	12
Parking - Meter	2,579			250	-		2,829	-		2,829	2,558
Plant & Vehicles Replacement	4,943	(808)		(65)	(379)		3,691	(24)	6	3,667	4,044
SAMP Infrastructure	4,981	(730)		(171)	678		4,758	2,428	1	7,186	8,666
Social Housing	593				27		620	(21)	7	599	578
Unexpended Loans	165	(165)			2		2	-		2	83
Total Internally Restricted	110,811	(8,694)	-	(855)	10,488	-	111,750	8,839		120,589	118,068
(2) Funds that Council has earmarked for a specific purpose											
Unrestricted (ie. available after the above Restrictic	6,192	-	-	-	-	-	6,192			6,192	24,186
Total Cash & Investments	131,919	(13,837)		365	10,673		129,120	10,751		139,871	158,205

This statement forms part of Council's Quarterly Budget Review Statement (QBRS) for the quarter ended 30/09/16 and should be read in conjunction with the total QBRS report

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Waverley Council

Quarterly Budget Review Statement
for the period 01/01/17 to 31/03/17

Cash & Investments Budget Review Statement

Recommended changes to revised budget

Budget Variations being recommended include the following material items:

Notes Details

1. The increase in transfer back to reserves largely due to the following items:
 - a. \$9M transferred back to reserves due to capital works program Q3 project costs deferrals.
 - b. \$1.2M Q3 amendments surplus transfer to centralised reserve for future project/activity.
 - c. \$293K cemetery business operating profit transfer to the Cemetery Reserve.
2. The minor change of \$6K transfer to Domestic Waste Reserve largely contributed to:
 - a. \$368K transfer from reserve to fund the waste truck replacements due to the proceeds from the existing trucks disposal is lower than anticipated.
 - b. \$373K transfer to reserve due to the domestic waste levy is higher than original estimated and also, the sustainable waste activities is lower than anticipated.
3. The minor change of \$11K transfer from Affordable Housing due to the program profit after some building upgrade works, is lower than anticipated.
4. The increase in transfer to IT Reserve of \$80K for the future library IFRD equipment replacement.
5. The increase of \$200K transfer to Car Park Reserve for the future car park parking equipment replacement.
6. The additional transfer from general plant replacement reserve largely due to the one additional plant added to the plant replacement program.
7. The additional transfer from Social Housing Program Reserve is due to the Social Housing program operating profit is lower than anticipated.

Waverley Council

Contracts Budget Review Statement

Budget review for the quarter ended 31 March 2017

Part A - Contracts Listing - contracts entered into during the quarter

Contractor	Contract detail & purpose	Contract Value	Start Date	Duration of Contract	Budgeted (Y/N)
Group GSA	Bronte Village Upgrade Design Services	149,590	12/01/17	76.1	Y
Rees Electrical	New LED lights to 3 x netball courts	104,489	25/01/17	12.3	Y
The Gardenmakers	St James Reserve Upgrade	131,773	14/02/17	17.1	Y
Group GSA	Roscoe Street and Blake Street Streetscape Upgrade	123,585	14/02/17	28.3	Y
Group GSA	Waverley Cemetery Conservation Management Plan and Land Use Msaterpl	53,295	01/03/17	15.0	Y

Notes:

1. Minimum reporting level is 1% of estimated income from continuing operations of Council or \$50,000 - whatever is the lesser.
2. Contracts listed are those entered into during the quarter being reported and exclude contractors on Council's Preferred Supplier list.
3. Contracts for employment are not required to be included.

This statement forms part of Council's Quarterly Budget Review Statement (QBRS) for the quarter ended 30/09/16 and should be read in conjunction with the total QBRS report

9

Waverley Council

Quarterly Budget Review Statement
for the period 01/01/17 to 31/03/17

Consultancy & Legal Expenses Budget Review Statement

Consultancy & Legal Expenses Overview

Expense	YTD Expenditure (Actual Dollars)	Budgeted (Y/N)
Consultancies	2,676,924	Y
a. Operational	1,359,787	Y
b. Capital	1,317,137	Y
Legal Fees	614,216	Y
a. Operational	578,716	Y
b. Capital	35,500	Y

Definition of a consultant:

A consultant is a person or organisation engaged under contract on a temporary basis to provide recommendations or high level specialist or professional advice to assist decision making by management. Generally it is the advisory nature of the work that differentiates a consultant from other contractors.

**REPORT
CM/7.2/17.05**

Subject: The Nib Waverley Library Award for Literature - Sponsorship Proposal

TRIM No.: A16/0844

Author: Matthew Fallon, Manager Cultural Programs

Director: Rachel Jenkin, Acting Director, Waverley Life

RECOMMENDATION:

That Council:

1. Treats Attachment 2 to this report as confidential in accordance with section 10A (2) (d)i of the *Local Government Act 1993*. The attachment contains commercial information of a confidential nature that would, if disclosed prejudice the commercial position of the person who supplied it.
2. Notes the success of the 2016 Nib Waverley Library Award for Literature as outlined in the attached Draft Evaluation Report.
3. Approve the sponsorship proposal as set out in the confidential attachment to this report.

1. Executive Summary

The Nib is a prestigious literary award, with the main prize of \$20,000 given annually in recognition of excellence in research in the creation of a literary work. A number of smaller prizes are also announced during the award ceremony.

An existing sponsor of The Nib Waverley Library Award for Literature would like to increase their involvement in the award offering sponsorship of \$30,000 each year for the next three years.

A list of sponsorship benefits have been developed in line with the increased sponsorship offering which would include naming rights to the award as a major sponsor. The Nib has previously had naming rights sponsorships with both Westfield and CAL (Copyright Agency Limited), both of which incorporate their title into the name of the award.

The proposal is compliant with Council's Sponsorship, Grants and Donation policy and Council Officers recommend entering into a sponsorship agreement.

2. Introduction/Background

The Award was established as the Westfield/Waverley Library Award for Literature in 2002. It is the major national literary award recognising excellence in research in the creation of literary works by Australian authors. The award's criteria make it unique amongst the many awards open to Australian writers.

Following Westfield's decision in March 2008 to withdraw financial support an application was made to Copyright Agency Limited (CAL) for triennial funding whilst Waverley Council sought an alternative community partner. A grant of \$80,000 was provided from CAL's Cultural Fund, to be applied across three

years as \$30,000 (2008/9), \$30,000 (2009/10) and \$20,000 (2010/11). The grant negotiations were completed in June 2008, the main condition being that CAL has naming rights, with agreement that the award be known as 'The Nib': CAL Waverley Library Award for Literature.

Over the years, Council has made several attempts to attract new sponsorship for The Nib. In 2014 a sponsorship prospectus was distributed at an event designed to launch The Nib for that year. The Nib has also been included in Council wide sponsorship initiatives and avenues for sponsorship have been advertised in The Nib newsletter.

As a result of these actions The Nib has attracted financial support for the People's Choice Award from local aged care business Mark Moran Vaucluse and from three local RSL-sub branches, namely North Bondi, Rosebay and Bondi Junction in support of a Military History award and has also attracted in-kind support from the Wentworth Courier and Eastside FM as media partners. Other longer term event sponsors include the Friends of the Waverley Library, Gertrude and Alice Bookstore Café and Bondi Icebergs.

Presently the context in Australia is one of declining resources for research with mainstream news organisations cutting staff in order to reduce costs. Set against this backdrop, the mission of The Nib has never been more cogent and the opportunity to increase the resourcing to the award comes at an important time.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Operations Committee 4 February 2014	OCRD.4/14	That the Committee: 1. Notes the successes for the Nib Waverley Library Award for Literature in 2013 and the benefits to Council and the Waverley community. 2. Agrees to the proposed next steps outlined in this report. 3. Notes that a report on the 2014 Nib Award will be received in February 2015.
Council Meeting 12 March 2013	1303.12.5	That Council: 1. Note the benefits of The Nib Literary Award and its contribution to local and Australian literature, research and reading. 2. Proceed with the 2013 Nib Literary Award. 3. Receive a further report on the establishment of suitable philanthropy or other fundraising measures for the funding of The Nib Literary Award from 2014 onwards
Finance, Ethics & Strategic Planning Committee 7 February 2012	F-1202.5	That: 1. Council notes the previous success of the Nib Award and its benefits to Council, and supports continued investigation to secure alternative funding sources for the Award.

		<p>2.The General Manager and the Mayor be authorised to commence discussions with Randwick and Woollahra Councils about a partnership to fund and manage the Nib Award in 2012 and future years.</p> <p>3. Council give consideration to funding, in total, the Award for 2012 should the above discussions not be completed in time to allow for the Award to take place this year.</p> <p>4. Council give consideration to funding, in total, the Award for 2012 and future years in the event that all other options have been unsuccessful.</p> <p>5.Council officers consider expanding the scope of the Award to incorporate new media delivery technologies in the form of devices such as iPads and tablets, and the potential opportunities for sponsorship arising from this.</p> <p>6.A further report be submitted to Council in April to provide an update on progress of the negotiations for the Award.</p>
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4. Discussion

As evidenced by the 2016 Draft Evaluation Report (see attachment 1), The Nib is on a positive trajectory with the number of entries remaining strong and the quality of submissions being very high.

The Nib has been very successful in developing a sense of community around it. In its 15 years, 91 authors have been shortlisted for The Nib Award. Despite it being a national award, in 2016 nearly 10% of submissions were drawn from Sydney's eastern suburbs, allowing local authors to be considered on a national stage. Many members of The Nib community committee have been involved with the award from its inception.

In order to continue to grow and improve, The Nib needs to continue to strengthen its community and sectoral links. It is a considerable endorsement of the award that an existing partner wishes to further expand its financial support.

It is with this in mind that Council Officers have held initial discussions with the sponsor and have agreed in principle the following list of sponsorship benefits (subject to Council approval):

Naming rights

- Renaming of the award to a name agreed by the sponsor and Waverley Council. The name shall include 'The Nib' and a suitable reference to literature (see confidential attachment 2)

Communications and Marketing

- Acknowledgment as The Nib principal sponsor on all print and electronic marketing materials
- Visible acknowledgement at all Nib associated events (banners or Audio Visual representation where possible)
- Acknowledgement on Waverley Council website and application/ submission documentation

- Acknowledgment in relevant messages published on Waverley Council's communications channels:
 - social media,
 - The Nib e-newsletter,
 - Nib related audio visual presentations and recordings,
 - printed marketing collateral,
 - press releases

Event Program

- Verbal acknowledgment at The Nib announcement event and all Nib associated programs
- Opportunities for the sponsor to speak at The Nib awards ceremony
- Verbal acknowledgement of the sponsor at public talks and events related to the award including events related to shortlisted authors

Hospitality

- 20 reserved seats at The Nib Awards presentation, to be held in November each year.
- Reserved seating at all Nib associated events throughout the year (author talks, public engagement opportunities)

Additional benefit

- A selection of books drawn from the back catalogue of entries to The Nib

The Council Sponsorship, Grants and Donations policy provides a list of principles to guide sponsorship agreements and the sponsorship proposal has been reviewed by Council Officers in accordance with this policy.

The above list of sponsorship benefits would be included in the sponsorship agreement signed by both parties.

Recommendation: Council Officers recommend acceptance of the major sponsorship proposal including naming rights of the Nib Waverley Library Award for Literature under a sponsorship agreement for three years commencing 2017.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: C6 Arts and cultural activities foster an involved community and a creative environment.
Strategy: C6a Enrich the community's cultural life and support life long learning through a variety of cultural events and activities, balancing the needs of residents and visitors..
Deliverable: Financial and other support to arts and cultural programs in the Waverley area .

6. Financial impact statement/Timeframe/Consultation

Financial impact:

The sponsorship is for \$30,000 plus GST annually for the next three years. This does not cover the full cost of staging The Nib and its associated events, however Council budget is available to cover the remainder of the costs required to ensure the award continues.

Timeframe

The timeframe for The Nib is unaffected as a result of this sponsorship. Please see attachment 3 with additional detail.

Consultation

A number of key stakeholders have been consulted in preparation of this report. Feedback regarding the proposed sponsorship has been gathered from:

The Friends of the Waverley Library

A representative from the Judging committee

A long-standing member of the community committee

Other stakeholders will be informed following on from Council's decision.

7. Conclusion

The Nib is on a positive trajectory and increasing support from its sponsors and partners will allow the award to continue to develop its reputation and continue its work of recognising excellence in literary research for Australian authors.

This funding, if approval is granted to finalise contractual arrangements, will secure the award for the coming three years providing certainly within a changing landscape.

8. Attachments:

1. DRAFT Evaluation Report - The Nib 2016
2. Sponsorship Proposal (confidential)
3. The Nib 2017 DRAFT timeline



The Nib Waverley Library Award for Literature

DRAFT Evaluation >> 2016



The ongoing success of the Nib is reliant on the strength of our partners. Waverley Council would like to thank all of those whose support and imagination has helped grow The Nib into the well-respected literary award that it is today.

Presented by



Supported by



EXECUTIVE SUMMARY

2016 was an exceptional year for The Nib. As Waverley Council celebrated 15th years of supporting excellence in literary research, we learnt first hand how writing, and the act of storytelling, can have a profound impact on the lives of individuals, and how it can influence the lens through which we all view the world.

This year, we welcomed 11 new writers into the Nib alumni, joining the illustrious group of Australian authors who have been shortlisted for The Nib since its beginnings in 2002. What unifies these authors is that they have a story to tell and that they see literature as a driver to a better understood society.

This year, 138 books were considered by our judges. Entries came from every state and territory in Australia including 12 entries from local authors in the eastern beaches area.

We also proved that the public is just as interested in hearing these well-researched stories as our authors are in telling them. In 2016, The Nib recorded its largest reach in its 15 year history with over 1.5 million people engaging with the award across social and traditional media, or by attending one of the many Nib associated events.

The Nib's unique criteria, putting research first, means that Waverley Council is supporting authors who are concerned with presenting literary works built on strong foundations of fact. I acknowledge the time and effort that is required to undertake this level of research and applaud each authors for their dedication to sharing their stories.

Congratulations to the 2016 Alex Buzo Award recipients; **Stan Grant, Gerard Henderson, Melanie Joosten, Helen O'Neil and Luke Williams**, and to our Military History Literary Award shortlisted authors; **Vicken Babkenian, Peter Stanley, Andrew Faulkner, Garth Callender and Nick Richardson**.

Congratulations to **Melanie Joosten**, winner of the People's Choice Prize with *A Long Time Coming: Essays on Old Age* – a powerful collection of writing that explores what it means to grow old in our youth-obsessed society.

Congratulations also to **Garth Callender** who received the Military History Award for his book, *After the Blast* – a story of heroism and healing through the eyes of Australia's first serious casualty in the war in Iraq.

Lastly, I would like to congratulate **Rachel Landers** for winning the 2016 Nib Waverley Library Award for Literature, for her book, *Who Bombed the Hilton?*. This book is a truly transfixing exploration of the first case of terrorist murder on Australian soil. Rachel's ability to confidently unravel historical evidence and explore this complex cold case is truly inspiring.

The Nib Waverley Library Award for Literature would not be possible without the support from the partners who have contributed so generously to the awards success. I would like to thank our partners: **Gertrude & Alice Bookstore Café**, sponsors of The Nib presentation ceremony, **Mark Moran Vacluse**, sponsors of the People's Choice Prize, **The Bondi Junction, North Bondi and Rose Bay RSL Sub-Branches**, who support The Nib military history prize, **St Albans Writers Festival**, who supported the announcement of the 2016 shortlist, **Bondi Icebergs Club**, supporters of The Nib community prize and, of course, the **Friends of Waverley Library**, whose foresight and dedication to the award has seen 'The Nib' grow into the well respected and prestigious award that it is today.

I would also like to thank our three 2016 judges **Jamie Grant, Katerina Cosgrove and Ursula Dubosarsky**, as well as the entire awards committee whose knowledge and expertise helps position the award as one the most well respected literary prizes in Australia.

I, of course, would like to also thank all of authors who contributed to this year's Nib. It is you who are taking literature in this country from strength to strength and we are extremely proud to be on this journey with you.

THE NIB WAVERLEY LIBRARY AWARD FOR LITERATURE

The Nib Waverley Library Award for Literature is Waverley Council's national literary award.

On the 23 November, Waverley Council announced the winner of the 2016 'Nib' at an awards presentation held at the North Bondi RSL. This annual event is an acknowledgment of the richness and diversity of Australia's literary community, and a celebration of the shortlisted writers whose dedication to literary research has earned them a place within the prestigious Nib alumni.

Recognising excellent use of research in the creation of a literary work, The Nib's unique criteria makes it unlike any other literary award in Australia. Offering a major prize of \$20,000 and \$10,000 in other categories, winning The Nib gives Australian writers a period of financial autonomy, allowing them valuable time to research, travel and create.

Aside from its research focused selection criteria, what is also unique to The Nib is that it is presented by Waverley Council, making it the richest literary award to be offered by a local government authority in Australia. The connection between The Nib and the local community, particularly the library, is strong. Each book that is nominated for 'The Nib' is available for borrowing from Waverley Library, allowing library members and visitors access to a rich, well-researched and varied collection.

Now in its 15 year, 'The Nib' has been awarded to a number of renowned Australian writers, including Erik Jensen, Gideon Haigh and Helen Garner – to name just a few.

This year, Waverley Council was thrilled to announce writer and filmmaker Rachel Landers as winner of the 2016 Nib. Landers is the author of *Who Bombed the Hilton?*, a true crime investigation into one of the first acts of international terrorism carried out on Australian soil.

“Research is at the heart of everything that I do and I suspect that for all of the shortlisted authors, research is a **drug and an addiction** in its own right.

We relish the challenge of puzzling out **what is going on in the world**; we relish the challenge of working out new tricks to **find out new things** and to delve into the **know and the unknown** in a way that involves exploring, overturning and explaining what we have found...

Research allows us to write new stories about **the world that we are living in**, in a way that is factually accurate as **accuracy at the moment is something that is under severe attack**”

Helen O'Neill on receiving the 2016 Alex Buzo Prize

THE NIB: KEY FACTS

- The Nib was **established in 2002** by the Friends of Waverley Library. 2016 marks **15 years of The Nib**. Over this time 91 authors have been shortlisted for the national award.
- The 2016 Nib prize categories include **The Alex Buzo Shortlist Prize** (6 x \$1,000), the **Military History Literary Prize** (\$3,000), the **People's Choice Award** (\$1,000) and **The Nib Waverley Library Award for Literature** (\$20,000 + statuette).
- The Nib Award shortlist was announced in a session at the **St Albans Writers Festival**. 2015 Nib winner, Erik Jensen, was interviewed by Suzanne Leal prior to the announcement being made by head judge, Jamie Grant.
- The 2016 winner of The Nib was announced at an awards function at **North Bondi RSL** on the 23 November.
- Close to **equal nominations** came from female and male authors. 51.5% of nominations came from female authors compared to 48.5% of nominations from male authors.
- **138 books were submitted for the 2016 prize**, including 26 books eligible for the Military History category.
- Of the 138 books nominated, **12 were submitted from 'local' Eastern Beaches authors**.
- In 2016, the Nib recorded its **largest ever organic media reach** with over 1.5million people having engaged with the prize throughout the year.

“We are very happy to be partners with the visionary Waverly Council which recognises great writing and assists writers financially to carry on their important work”

Catherine du Peloux Menagé
Artistic Director, St Albans Writers' Festival

THE NIB CALL TO ACTION

Applications for The Nib were open for three months from the 15 May. During this time, Waverley Council managed a call-to-entry campaign that targeted authors and their publishers.

As a community facing award, the call-to-entry also served as an opportunity to raise general awareness of the award. The program was promoted across a number of platforms:

- Direct approaches to authors and publishers
- Direct approaches to key literary publications and literary influencers
- Electronic mail-outs to Waverley Council contacts via the Waverley Council and Nib e-mailing lists
- Leveraging our partner's communicative networks
- Dedicated pages on the Waverley Council website
- On social media

ST ALBANS WRITERS' FESTIVAL

This year, Waverley Council partnered with the St Albans Writers' Festival to announce the 2016 Nib shortlist.

During this announcement session, committee member Suzanne Leal interviewed 2015 Nib winner Erik Jensen about his book, *Acute Misfortune: The Life and Death of Adam Cullen* and his experience since winning the award. The public shortlist announcement was made by Nib head judge, Jamie Grant.

St Albans Writers' Festival held in the picturesque and historic Hawkesbury village is now in its second year. Like The NIB prize, it focuses on Australian writers and writing from all genres from fiction to politics and economics.

PLATFORM: BOOKS AND THE CREATIVE ZEITGEIST

In celebration of 15 years of The Nib, Waverley Council hosted a panel of leading writers and thinkers to discuss the delicate interplay between ideas, authors and audiences.

Titled *Platform: Books and the Creative Zeitgeist*, the panel discussion was facilitated by Kate Evans, the presenter of ABC RN's *Books +*, and was held in the Bondi Pavilion Theatre.

Panelists included Jemma Birrell (artistic director of the Sydney Writers Festival), Omar Musa (slam poet, hip-hop artist and author) and Erik Jensen (author and founding editor of *The Saturday Paper*) in a discussion that focused on the enduring role of authors to engage new audience to influence change in the world around them.



“Winning The Nib Prize was an absolute honour. The Prize’s judging criteria - on the basis of research as well as literary merit - make it unlike any other literary award in this country and all the more interesting for it”

Erik Jensen, Editor, The Saturday Paper
Author of *Acute Misfortune*, winner of the 2015 Nib

THE NIB AWARD CEREMONY

On the 23 November 2016, Waverley Council announced the winner of the 2016 Nib Waverley Library Award for Literature at an awards ceremony held at the North Bondi RSL.

The breakfast event was compered by **Richard Glover**, host of ABC's Drive program, and was attended by over 100 members of the local, literary and creative communities.

Audience members were welcomed onto Cadigal land by **Dr Peter Yanada McKenzie**, an Eora/Anaiwan man of the La Perouse Aboriginal community, and the awards ceremony was opened by a musical performance by local musician, **Declan Kelly**.

The 2016 Shortlisted authors were:

The Nib Waverley Library Award for Literature

- Stan Grant, *Talking to My Country*
- Gerard Henderson, *Santamaria*
- Melanie Joosten, *A Long Time Coming: Essays on Old Age*
- Helen O'Neill, *Daffodil: Biography of a Flower*
- Rachel Landers, *Who Bombed the Hilton?*
- Luke Williams, *The Ice Age*

Military History Literary Award

- Vicken Babkenian and Peter Stanley, *Armenia, Australia & the Great War*
- Garth Callender, *After the Blast*
- Andrew Faulkner, *Stone Cold*
- Nick Richardson, *The Game of Their Lives*

Based on the judge's selection criteria of exceptional research, literary merit and community value, The Nib Waverley Library Award for Literature was awarded to **Rachel Landers** for *Who Bombed the Hilton?*.

The Military History Literary Award was prized to **Garth Callender** for his book, *After the Blast*.

Melanie Joosten was awarded the People's Choice Prize, *A Long Time Coming: Essays on Old Age*. The People's Choice category is sponsored by **Mark Moran Vaucluse**.



“I think this is the most extraordinary event and it honours what we have all come here to do, which is the writing of books and the reading of books. In this post-truth era, books have become more and more important”

Rachel Landers on winning
The Nib Waverley Library Award



RACHEL LANDERS

WHO BOMBED THE HILTON

Published: Apr 2016, NewSouth

I unpick and put in chronological order thousands of pieces of paper — lay out the facts as they arrived the first time, unadorned, uninterpreted, flying in from dozens of sources and every corner of the world.

What really went on? Were the police corrupt? Did the conspiracy theorists believe what they wanted to believe?

Who did bomb the Hilton?

On 13 February 1978 a bomb exploded outside the Hilton Hotel in George Street, Sydney. Two garbage collectors and a police officer were killed. Often called the first act of terrorist murder on Australian soil, the crime is still unsolved.

Award-winning filmmaker and historian Rachel Landers wrestles with the evidence to unravel this complex cold case in forensic detail, exposing corruption, conspiracy theories and political intrigue – and a prime suspect.

“I always found the Hilton bombing very confusing and oblique and who did what to whom wasn’t at all clear. I think that is actually what piqued my interest. I thought why can’t I articulate it any simple way? Whereas I could talk a leg off a chair about Lindy Chamberlain, as most people. All historians like a tangle, and I’ve always liked messy history”



GARTH CALLENDER

After the Blast

Published: June 2015, Black Inc.

A very Australian story of heroism and healing.

In 2004 Garth Callender, a junior cavalry officer, was deployed to Iraq. He quickly found his feet leading convoys of armoured vehicles through the streets of Baghdad and into the desert beyond. But one morning his crew was targeted in a roadside bomb attack. Garth became Australia's first serious casualty in the war.

After recovering from his injuries, Garth returned to Iraq in 2006 as second-in-command of the Australian Army's security detachment in Baghdad. He found a city in the grip of a rising insurgency. His unit had to contend with missile attacks, suicide bombers and the death by misadventure of one of their own, Private Jake Kovco.

Determined to prevent the kinds of bomb attacks that left him scarred, Garth volunteered once more in 2009 – to lead a weapons intelligence team in Afghanistan. He was helicoptered to blast zones in the aftermath of attacks, and worked to identify the insurgent bomb-makers responsible.

Revealing, moving, funny and full of drama, Garth Callender's story is one of a kind.

“Like most military people I feel that I have grown from all my experiences and it has developed me in ways that people who have not seen such a range of human activities and deeds will never quite understand. I want society to stop thinking of military people as being on the fringe of social norms, and to break away from believing the stereotype of a military person as portrayed by Hollywood”



MELANIE JOOSTEN

A Long Time Coming: Essays on Old Age

Published: May 2016, Scribe

A powerful collection of essays exploring what it means to grow old in our youth-obsessed world

To live a long life should be a joy; to be old should not be a burden.

With improved health care and higher standards of living, each generation is living longer than the last. Governments see our ageing population as an imminent disaster, and old age as a medical problem. We are encouraged to remain active, stay healthy, and work longer — in short, to refuse becoming old. But if living longer is really about staying young, do we risk turning a blind eye to issues facing the elderly?

Weaving interviews with research and memoir, Joosten undertakes a timely and clear-sighted investigation into the housing crisis as it affects older people, the politics of nursing-home care, the difficulties of dementia, support services for Indigenous Australians, and how the burden of caring for others can fall disproportionately on women.

Moving, passionate, and urgent, *A Long Time Coming* is a call for empathy in a society that valorises youth and self-reliance — a profound reminder that everyone has the right to be old.

“The very fact that I started writing this book, and became interested in old age is because I didn’t know a single person over the age of 60... I think that society needs greater bonds between generations”

THE NIB IN THE MEDIA

The stories of our Nib shortlisted authors have captured the attention of media across Australia. The award received significant coverage throughout the year in print and online publications, as well as broadcast media in both national and local markets.

Waverley Council worked with publicity and communications specialists, Pitch Projects, to promote the 2016 Nib shortlist and the winners' announcement. The promotional campaign targeted mainstream and sector specific media outlets.

News of the shortlist was covered by popular online publishers, Books + Publishing and Good Readings Magazine. The winners' announcement was covered by a number of major national publications and was featured in the print and online editions of The Australian and the Sydney Morning Herald.

Community radio stations Eastside FM and 3CR held interviews with winning author Rachel Landers and the Wentworth Courier interviewed Stan Grant on receiving the Alex Buzo Shortlist Prize.

A number of leading publishers, authors and influencers took to social media to congratulate the Nib authors. Influencer and journalist Leigh Sales tweeted about the award to her 271K followers and Screen NSW announced the Nib winner to their 12k+ fans on Facebook.

In total, the estimated media reach of the 2016 prize was well in excess of 1.5 million people.

See 'Nib Media Coverage' for more detailed information.

“Gong for Hilton blast research... The question mark in the title of Rachel Landers’s latest book is important. *Who Bombed the Hilton?*... yesterday won the \$20,000 Nib Award”

Stephen Romei for The Australian
Published: November 24, 2016



FUTURE RECOMMENDATIONS

Nib events

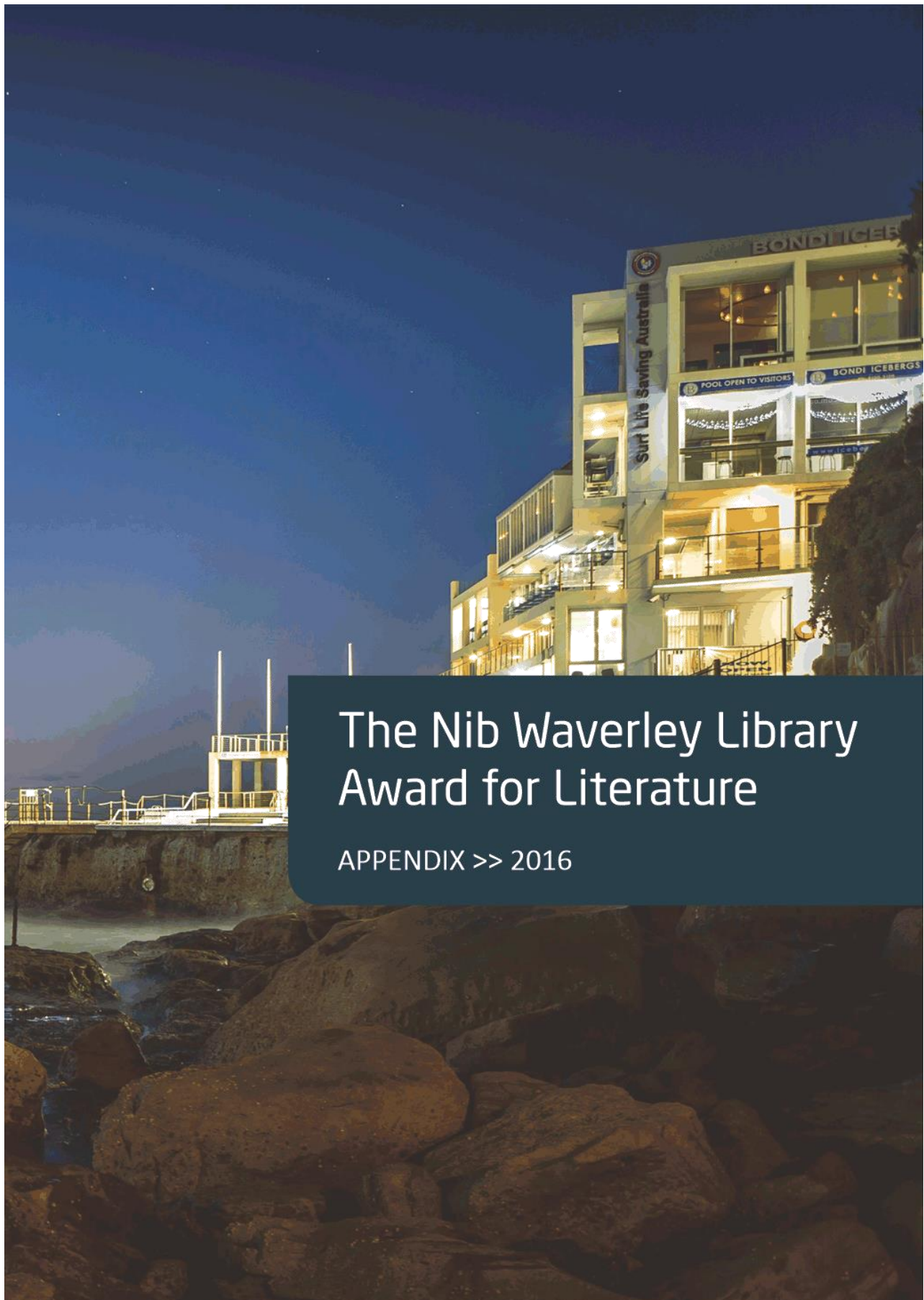
- Increase the opportunity for community involvement in the Nib by programming a number of 'Nib related' talks and activities throughout the year.
- Investigate opportunities to improve efficiency of the Nib Award Ceremony.

Improve reach through digital engagement

- Explore the opportunity to use technology to more broadly share Nib talks and events.
- Invest in the production of a number of digital assets that can be shared via Waverley Council and partner networks.

Partnerships

- Increase our ability to leverage our partners' communication channels to better promote the Nib call-to-action.
- Build stronger partnerships with external organisations that will grow the national prominence of the award and provide networking opportunities for Nib alumni.



The Nib Waverley Library Award for Literature

APPENDIX >> 2016

AUTHOR BIOGRAPHIES



Stan Grant

Author of Talking to My Country and recipient of the Alex Buzo prize

Stan Grant is a Wiradjuri man. A journalist since 1987, he has worked for the ABC, SBS, and the Seven Network and as the International Editor for SKY News. From 2001 to 2012 he worked for CNN as an anchor in Hong Kong, before relocating to Beijing as correspondent. As a journalist, he has received a string of prestigious international and Australian awards. In 2015 won a Walkley award for his coverage of indigenous affairs. In 2016 he was appointed to the Referendum Council on Indigenous recognition.



Gerard Henderson

Author of Santamaria and recipient of the Alex Buzo prize

Gerard Henderson BA (Hons), LLB, PhD is executive director of the Sydney Institute and a columnist for the Weekend Australian. Henderson's publications include Mr Santamaria and the Bishops (1982), Australian Answers (1990) and Menzies' Child: The Liberal Party of Australia (1994). He was appointed by the Keating government to the board of the Australia Foundation for Culture and the Humanities and by the Howard government to the Foreign Affairs Council. Henderson chairs the judges' panel of the Prime Minister's Literary Awards for Australian History and Non-fiction.



Melanie Joosten

Author of A Long Time Coming and recipient of the Alex Buzo Prize and the People's Choice Prize

Melanie Joosten works at the National Ageing Research Institute in Melbourne. Her debut novel, Berlin Syndrome, saw her named a Sydney Morning Herald Best Young Novelist and receive the Kathleen Mitchell Award; it is currently being made into a motion picture directed by Cate Shortland. Melanie holds a Master of Arts and a Master of Social Work. Her work appears in various publications, including Meanjin, Kill Your Darlings, Best Australian Stories 2014, and Going Down Swinging.



Helen O'Neill

Author of Daffodil: Biography of a Flower and recipient of the Alex Buzo prize

Helen O'Neill's work has been published in Australia, the US and the UK. Her books include the critically acclaimed, award-winning bestseller Florence Broadhurst - Her Secret and Extraordinary Lives, based on the life and art of the brilliant wallpaper and fabric designer Florence Broadhurst, and David Jones' 175 Years. Her latest book is Daffodil.



Rachel Landers
Author of Who Bombed the Hilton? and winner of the Nib

Rachel Landers is an Australian filmmaker with a PhD in history. Landers completed a PhD in History at the University of Sydney and a Post-Graduate Directing Diploma at the National Institute of Dramatic Art. Working in theatre after graduation Rachel then moved into film as a writer/director and producer of drama and documentary.

Rachel has recently been awarded the 2011 NSW Premier's History Fellowship and appointed Head of Documentary at AFTRS.



Luke Williams
Author of The Ice Age and recipient of the Alex Buzo prize.

Luke Williams is an Australian journalist. He has previously worked as a reporter and broadcaster at ABC radio. His written work has been published in The Sydney Morning Herald, The Saturday Paper, the Brisbane Times, Crikey, The Global Mail, The Weekend Australian and Eureka Street. In 2013 he was nominated for a Human Rights Media Award for a long-form investigative piece in The Global Mail, and in 2014 his article on ice addiction, 'Life as a Crystal Meth Addict', was a finalist in the Walkley Awards for Excellence in Journalism.



Vicken Babkenian
Co-author of Armenia, Australia and the Great War, shortlisted of the Military History Literary Award

Vicken Babkenian is an independent researcher for the Australian Institute for Holocaust and Genocide Studies. He has written several articles on Australian international humanitarianism for peer-reviewed history journal and is the co-author (with Professor Peter Stanley) of Armenia, Australia and the Great War by NewSouth Publishing.



Garth Callender
Author of After The Blast and winner of the Military History Award

Garth Callender left the regular Australian Army in 2013 after a distinguished seventeen-year career, during which he served in Iraq and Afghanistan and rose to the rank of major. He left an enduring legacy in weapons technical intelligence, and trained many hundreds of soldiers from raw recruits through to deployment. He now works for an Australian technology company that is developing new ways to detect concealed explosives.

**Andrew Faulkner****Author of *Stone Cold*, shortlisted of the Military History Literary Award**

Andrew Faulkner has been a journalist since 1992. Specialising in Australian football and cricket, he has worked for *The Australian* since 2007. He has been chief of staff of *Messenger Community News* and has written two books, the National Biography Award-shortlisted *Arthur Blackburn VC*, and *Stone Cold*, the biography of Major Len Opie.

**Nick Richardson****Author of *The Game of Their Lives*, shortlisted of the Military History Literary Award**

Nick Richardson has been a journalist for three decades and has worked on newspapers and magazines in Australia and England. He has been a Margaret George fellow at the National Archives of Australia and a research fellow at the Australian Prime Ministers Centre. Nick has a PhD in history from the University of Melbourne and is adjunct professor of journalism at La Trobe University. He lives in Melbourne with his family.

**Peter Stanley****Co-author of *Armenia, Australia and the Great War*, shortlisted of the Military History Literary Award**

Dr Peter Stanley is Australia's most prolific writer on the Great War. He has published 25 books, most dealing with the experience of war in Australia and Britain. Peter's books include *Tarakan*, *White Mutiny*, *For Fear of Pain*, *Quinn's Post*, *Anzac*, *Gallipoli*, *Invading Australia*, *A Stout Pair of Boots* and *Men of Mont St Quentin*. His books published by Pier 9 include *Commando to Colditz*, *Bad Characters* and *Simpson's Donkey*. Formerly the Principal Historian at the Australian War Memorial, where he worked from 1980 to 2007, he heads the Centre for Historical Research at the National Museum of Australia and is an adjunct professor at the Australian National University and the Australian Defence Force Academy.



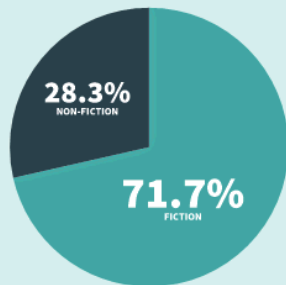
THE NIB IN THE MEDIA

Publication	Title	Type	Date	Estimated Reach	Total readership (weekly)
Wentworth Courier	Nib Award Winners	Web	30/11/16	35,000	70,000
3CR Community radio	Interview with Rachel Landers	Broadcast	29/11/16	10,000	50,000
Eastside FM radio	Interview with Rachel Landers	Broadcast	28/11/16	10,000	74,000
The Australian	Gong for Hilton blast research	Web	23/11/16	107,000	215,935
The Australian	Gong for Hilton blast research	Print	23/11/16	165,000	330,000
Wentworth Courier	Grant takes a Stan of nation's 'wounded Soul'	Print	18/9/16	35,000	70,000
The Daily Telegraph	Deep wounds sit in the soul of our country'	Web	18/9/16	175,000	35,000
Sydney Morning Herald	Rachel Landers' 'Who Bombed the Hilton?' win literary Prize	Online	23/11/16	507,875	1,015,750
New South Publishing newsletter	NewSouth Congratulates Rachel Landers on the 2016 Nib Award Shortlist	Web	13/10/16	4,000	5,000
Wentworth Courier Sydney	Literary List	Print	14/9/16	35,000	70,000
Scribe Publishing Newsletter	The 2016 Nib Short Announced	Web	13/10/16	4,000	5,000
Books + Publishing	Waverley Council partners with St Albans Writers' Festival for Nib announcement	Web	2/9/16	8,000	10,000
Minuteman Press Print Services	Writing excellence applauded as festivals team up in joint promotions	Web	13/9/16	850	1,000
The Sydney Morning Herald	How film trailers became publicity for books	Web	24/6/16	507,875	1,015,750
Brisbane Times	Rachel Landers' 'Who Bombed the Hilton?' win literary Prize	Web	24/11/16	122,750	245,500
FilmInk	Documentary filmmaker Rachel Landers wins 2016 Nib Literary Award	Web	28/11/16	4,000	5,000
St Albans Writers Festival	Nib Waverley Award	Web	23/11/16	1,800	2,500
Writing Western Australia	The Nib	Web	19/9/16	1,800	2,500
Good Reading Magazine	Who Bombed the Hilton? Wins Nib	Web	23/11/16	1,800	2,500
Australian Society of Authors	Member News	Web	27/9/16	4,000	5,000
LitAwards Australia	LitAwards Australia - LiteraryAwards.com.au	Web	15/7/16	4,000	5,000
Scribe Australia	A Long Time Coming Book Scribe Australia	Web	5/5/16	4,000	5,000
Nib News	The Nib News - Winners announced 2016	Web	23/11/16	500	750
Waverley Library e-News	November	Web	1/11/16	2,800	3,415
Batemans Bay Writers Festival	Suzanne Leal	Web	12/7/16	4,000	5,000
Nabo	PLATFORM: Books and the Creative Zeitgeist	Web	3/8/16	750	1,000
The Beast	Platform: Books & the Creative Zeitgeist - The Beast	Web	3/8/16	2,000	3,000
Total				1,758,800	3,253,600

Notable Social Media Mentions	Fans/Followers
Scribe Publications Facebook	11,300
Helen O'Neill Facebook	532
Melanie Joosten Twitter	582
Waverley Council Twitter	3,725
Leigh Sales Twitter	271,000
Black Inc. Books Twitter	11,700
Harper Collins Australia Twitter	20,000
ScreenNSW Twitter	3,598
Andrew Faulkner Twitter	2,673
NewSouth Books Twitter	2,818

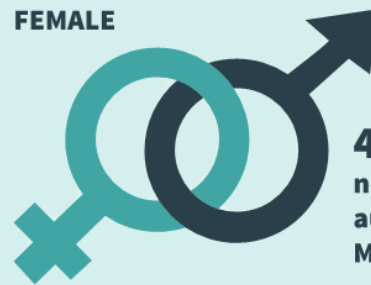
Notable Social Media Mentions	Fans/Followers
Catherine Milne Twitter	617
Books+Publishing Twitter	13,700
Curtis Brown Aus Twitter	3,863
Helen O'Neill Twitter	1,288
Waverley Council Facebook	3,461
Public Libraries NSW Facebook	763
Linda Morris Journalist	441
National Veteran Art Museum Twitter	515
ScreenNSW Facebook	12,000
Total	364,576

THE NIB IN NUMBERS

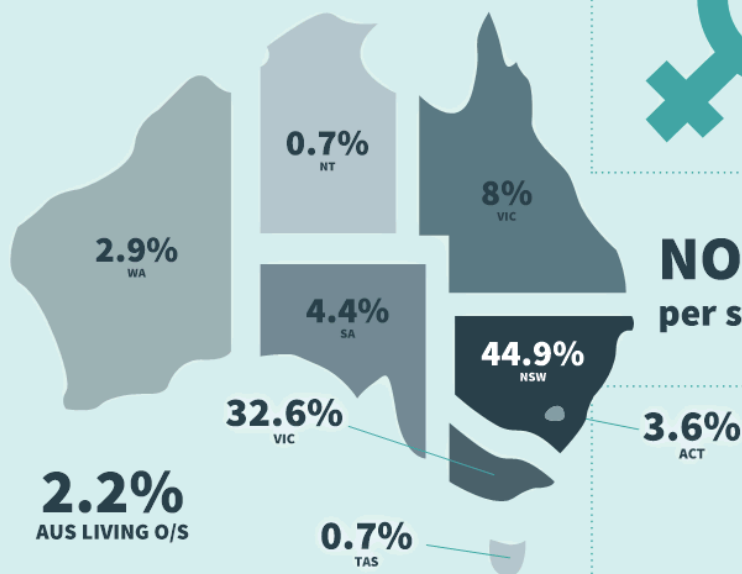


= 138
Nominations

51.5% of
nominated authors were
FEMALE



48.5% of
nominated
authors were
MALE



NOMINATIONS per state

12.3%
of NOMINATIONS came from
THE AUTHOR

87.7%
of NOMINATIONS
came from
THE PUBLISHER





Image: 2016 Nib shortlisted authors with Mayor of Waverley, Cr Sally Betts



Image: (L-R) Cr Sally Betts, Melanie Joosten, Evette Moran, Mark Moran



Image: Declan Kelly performing at the 2016 Nib award ceremony





The Nib 2017 DRAFT timeline

February

Author talk with 2016 Nib winning author

May

Marketing campaign commences

Applications open for 2017 Nib award

Press release announcing call to entry distributed

EDM distributed

June

Marketing campaign continues with focus on call to entries

2016 nib video released

July

Marketing campaign continues

Nib focused author talk or panel discussion

Applications close for the 2017 award

Judging commences

August

Marketing campaign continues

September

Marketing campaign continues with focus on Nib shortlist announcement

Nib shortlist announced at the St Albans Writers Festival

Press release announcing 2017 shortlist distributed

People's Choice community voting opens - library network, Gertrude & Alice, Service centres

October

Marketing campaign continues, building anticipation for the winners announcement

November

Marketing campaign continues

People's Choice community voting ends

Nib Awards presentation event and media call

Press release announcing 2017 shortlist distributed

2017 shortlisted authors participate in public author talks

December

Evaluation distributed to all partners and stakeholders

**REPORT
CM/7.3/17.05**

Subject: Evaluation of Tender - Bondi Park Skate Park Asset Renewal

TRIM No.: A17/0125

Author: Robert Sabato, Project Manager

Director: Emily Scott, Director, Waverley Renewal

RECOMMENDATION:

That Council:

1. Treats the Tender Evaluation Matrix attached to this report as confidential in accordance with section 10A(2)(c) of the Local Government Act 1993. The report contains information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.
2. Enters into a contract under clause 178 of the *Local Government (General) Regulation 2005* with Revolution Action Sports Concepts for the Bondi Skate Park Asset Renewal.
3. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.

1. Executive Summary

The purpose of this report is to seek Council's approval for the appointment of the preferred tenderer for the remedial works to the Bondi Park Skate Park as recommended by the Tender Evaluation Committee (TEC).

The Bondi Park Skate Park project includes repair of concrete and metal components of the skate park in accordance with the drawings and specification produced by specialist skate park designers, Convic.

2. Introduction/Background

In April 2016, Council engaged with the community to gather information and further develop ideas to start the design of the Junior Skate Park Extension. Based on the community's valuable feedback and professional analysis, it became clear that the current skate park at Bondi Beach required significant improvement. The current design has limited functionality and usability, limited capacity to safely hold more than two to three skaters at a time, safety issues, and its lifespan is limited to 5 years if repair works are not carried out.

Council's priority whilst further work is undertaken on the future masterplan to the site, is to repair and maintain the current skate park, to ensure repair works, risk and safety needs are attended to and the skate park remains usable for the community.

Works will include;

- Concrete repair to cracks and joints
- Replacement of bowl coping and feature tiles

- Repairs and modification to existing steel components such as handrail and stop bars

3. Relevant Council Resolutions

Nil.

4. Discussion

Tenders were evaluated strictly in accordance with Council's Purchasing Policy, Procedures and Evaluation Plan. Compliance with the provisions of the Local Government Act 1993 and Tendering Regulation 2005 were also strictly adhered to.

The Tender Evaluation criteria were developed and approved by the TEC prior to the tender being issued. The roles and responsibilities of the TEC members and Council are outlined in the signed conflict of interest and deed of non-disclosure declarations.

Tenderers Received

The Tenders received by the advertised closing date of 3.00pm 21st April 2017 were as follows:

- Revolution Action Sports Concepts (Revolution ASC)
- Stocksoft Australia trading as Skatecon
- Hibernian Pty Ltd

Conforming Tenders

All tenders met the compliance requirements including submissions of non-conforming tenders. Revolution ASC and Skatecon both submitted conforming and non-conforming tenders.

Evaluation Criteria and Process

The objective of the evaluation was to select the tenderer offering the best value for money in a rational and defensible way that is fair to all tenderers. The evaluation criteria and criteria weightings were agreed to by all TEC members and detailed in the Evaluation Plan prior to the tender close date and time. A ratio of Price 40% and Non-price 60% was applied to the formula.

It was proposed that one tenderer be selected. The evaluation was conducted in 5 chronological stages:

Stage 1: Initial Cull

Opening and recording of all submissions received and noting any late submissions.

Stage 2: Compliance Criteria (Conforming)

Ensuring each Respondent's response to the compliance criteria as specified in the Tender Schedules ('Yes' or 'No');

Stage 3: Non-price Criteria (Qualitative)

Evaluating of all submissions against the evaluation criteria (Understanding of the project, methodology, Relevant Experience and Works Program, Methodology, QA, WHS and Capacity to carry out the works) as specified in the Tender Schedules. The scoring criteria included a 0-100 rating.

Stage 4: Price (Quantitative)

Comparing the Respondents price through a Normalised price model.

Stage 5: Financial Details

The TEC could have requested financial details from the preferred tenderer or indeed the top two tenderers in order to test the company's financial standing.

Tender Evaluation Committee (TEC)

- Robert Sabato, Project Manager, Project Waverley
- Carl Nugent, Senior Landscape Architect, Open Space Planning
- Andrew Chau, Senior Landscape Architect, Open Space Planning

Evaluation Results

All tenderers were assessed and scored against the advertised evaluation criteria listed in the tender document and weightings agreed to by the TEC. The tender assessment scoring summary details the TEC agreed scores and resulting ranking of Respondents. All conforming tenders were evaluated by the TEC and met the specifications. A preferred tenderer was selected based upon the conforming tender evaluation.

Tender Evaluation Committee Endorsement

Tenders were evaluated strictly in accordance with Council's Purchasing Policy and Procedures and the Local Government Act 1993 and General Regulations 2005.

Following a rigorous evaluation process of all submitted tenders, the Tender Evaluation Committee is confident in its recommendation that the services offered by the recommended tenderer conform to Council's requirements.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction:	C7 Health and quality of life are improved through a range of recreation and leisure opportunities.
Strategy:	C7a Retain, protect and improve the quality, flexibility and useability of parks, reserves and other green spaces to meet recreational needs, whilst considering and ameliorating any negative environmental impacts.
Deliverable:	Sustainable, well maintained and well used recreation facilities

6. Financial impact statement/Timeframe/Consultation

The funding has been fully allocated under the 2016/17 Capital Works budget. Program is detailed below.

Construction tender awarded	May 2017
Construction commences	Aug 2017
Construction completion	Nov 2017

7. Conclusion

The TEC agreed that the tender process has enabled the Committee to recommend **Revolution ASC** for delivery of Bondi Park Skate Park Asset Renewal.

Revolution ASC scored well in all criteria of Stage 3 non-price and were the number 1 ranked for this stage.

Revolution ASC has completed a number of construction projects of similar scope and of equal or greater value and are a well-established in the skating community for the design and delivery of specialised urban and public domain infrastructure projects working in collaboration with numerous Government Authorities across Australia.

Revolution ASC work demonstrates a high level of innovation and their urban and public domain infrastructure has been incorporated into an impressive list of projects including:

Project	Client	Infrastructure
Annandale Skate Park	Leichhardt Council	Additional works to pre-cast Skate Park
Wauchope Skate Park	Port Macquarie Hasting Council	Design and construction of Skate Park
Moorebank Skate Park	Liverpool Council	Design and construction of Skate Park
Menai Skate Park	Sutherland Council	Skate Park restoration concrete repair works

The TEC has formed the view that this company, taking into consideration all of the information provided, are the most suitable company to recommend for the delivery of the Bondi Park Skate Park Asset Renewal construction. The TEC recommends Council enter into a contract with Revolution ASC based on their conforming tender submission.

8. Attachments:

1. TEC signed Evaluation - Conforming_Bondi Skate Park (confidential)

REPORT
CM/7.4/17.05

Subject: Evaluation of Tender - Portable Wash Bay

TRIM No.: A17/0068

Author: Danika Head, Alexandria Facility Operations Officer

Director: Emily Scott, Director, Waverley Renewal

RECOMMENDATION:

That Council:

1. Treats the Tender Evaluation Matrix attached to this report as confidential as it relates to a matter specified in section 10A(2)(c) of the Local Government Act 1993. The attachment contains information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.
2. Enters into a contract under clause 178 of the *Local Government (General) Regulation 2005* with Enviroconcepts for the supply and installation of a portable wash bay, to be located at the Alexandria Integrated Facility (AIF) for the mechanical service of fleet.
3. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.

1. Executive Summary

The purpose of this report is to seek Council's approval for the appointment of Enviroconcepts for the supply and installation of a portable wash bay at the Alexandria Integrated Facility (AIF). The scope of works was inclusive of a suitable sized wash pad with walls, a compliant water treatment system, roof awning as well as any freight, installation, testing and commissioning.

The tender was prepared and evaluated in consultation with both Waverley and Woollahra Councils.

2. Introduction/Background

Due to the acquisition of part of Lot 16 by West Connex and the subsequent loss of the wash bays, Council entered into a contract with URM Environmental Pty Ltd in November 2016 to wash down garbage trucks and other commercial vehicles each week.

The loss of an on-site washbay means the mechanical workshop has had no facilities to degrease or prepare vehicles for service and RMS registration inspections. The location of the URM facility in Banksmeadow means that any vehicles that are known or suspected to have oil leaks must either be towed or driven to and from their site in order to be cleaned prior to repair. The requirement to travel between each site adds substantial cost increases to the fleet costs as well as delays in the completion of servicing and repairs.

The following options were investigated to provide on-site cleaning facilities:

1. Taking an existing ground floor parking bay and creating a bunded pad allowing use as both a wash down area and parking spot;
2. Constructing a wash pad next to the workshop by relocating the existing water treatment and generator;
3. Degrease vehicles within the workshop area using catch trays and absorbent mats to collect the oil; and
4. Install an above ground, portable system in the remaining section of Lot 16 with a roof awning to ensure compliance with Sydney Water requirements.

It was agreed that option 4 was the most suitable, as it is a portable system that we can relocate to another site if required. Officers also investigated the possibility of recycling the waste water, but found the cost would exceed the benefits.

3. Relevant Council Resolutions

Nil.

4. Discussion

Council called for tenders to construct option 4. The tenders were evaluated strictly in accordance with Council's Purchasing Procedure and Evaluation Plan and in compliance with the provisions of the Local Government Act 1993 and Tendering Regulation 2005.

A Tender Evaluation Plan was developed and approved by the Alexandria Facilities Officer prior to the tender close. The roles and responsibilities of the Tender Evaluation Committee members and Council are outlined in the Tender Evaluation Plan.

Tenders Received

The Tenders received by the advertised closing date were:

- Enviroconcepts
- Washbay Specialists

Conforming Tenders

All tenders met the compliance requirements and proceeded to tender evaluation.

Evaluation Criteria and Methodology

The objective of the evaluation was to select the tenderer offering the best value for money in a rational and defensible way that is fair to all tenderers. The tenders were evaluated against criteria for:

1. Water treatment & disposal system;
2. Installation methodology;
3. Roof supply and install

Tender Assessment Committee (TEC)

1. Executive Manager Clean and Attractive, Paul Sparks – Waverley Council
2. Civil Operations Manager, Mark Ramsay – Woollahra Council
3. Alexandria Facilities Officer, Danika Head – Waverley Council
4. Workshop Manager, Robert Gatt – Waverley Council

Evaluation Results

The tenders were assessed and scored against the advertised evaluation criteria listed in the tender document and weightings agreed to by the TEC. The confidential Tender Evaluation Matrix is attached to this report.

Tender Evaluation Committee Endorsement

Following an evaluation process of the submitted tenders, the Tender Evaluation Committee is confident in its recommendation that the services offered by the recommended tenderer conform to and meet both Council's requirements.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: G6 Waverley's assets are well maintained for their current purpose and for future generations.
Strategy: G6c Implement the adopted Asset Management Continuous Improvement Plan..
Deliverable: Cost effective Strategic Asset Management Plan that are compliant with legislative requirement (p125 of Waverley Delivery Program 2013-2017)

6. Financial impact statement/Timeframe/Consultation

The AIF Portable Wash Bay will be funded by equal contributions from Woollahra and Waverley Councils. Council's contribution will be made using available RMS compensation funds.

7. Conclusion

The Tender Evaluation Committee has agreed that the tender process has enabled the Committee to recommend **Enviroconcepts** for the supply and delivery of the portable wash bay.

Envrioconcepts met all criteria and were the number 1 ranked for the tender based on both price, design and installation.

8. Attachments:

1. Tender Evaluation Matrix - AIF Portable Washbay (confidential)

REPORT
CM/7.5/17.05

Subject: Evaluation of Tender - Campbell Parade Streetscape Design Services

TRIM No.: A16/0507

Author: Sharon Cassidy, Acting Executive Manager Project Waverley
Adrian Collins, Senior Project Manager

Director: Emily Scott, Director, Waverley Renewal

RECOMMENDATION:

1. Treats the Tender Evaluation Matrix attached to this report as confidential as it relates to a matter specified in section 10A(2)(c) of the Local Government Act 1993. The attachment contains information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.
2. Enters into a contract under clause 178 of the *Local Government (General) Regulation 2005* with Taylor Brammer Landscape Architects Pty Ltd for the Campbell Parade Streetscape – Design Services.
3. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.

1. Executive Summary

The purpose of this report is to seek Council's approval for the appointment of Taylor Brammer Landscape Architects Pty Ltd for the design services for the Campbell Parade Streetscape Upgrade as recommended by the Tender Evaluation Committee (TEC).

The scope of the design services of the Campbell Parade Streetscape upgrade is to develop the principles identified in the 2016 Campbell Parade Streetscape Upgrade Report into a detailed master plan for the whole length of Campbell Parade, detailed tender and construction documentation and a quality assurance role during construction of public domain projects.

2. Introduction/Background

The Campbell Parade Streetscape Upgrade originated with a request from Council in September 2014 to review the footpath restaurant seating arrangements on Campbell Parade.

In November 2014 a Councillor workshop was held to discuss key issues with Campbell Parade and to develop the scope of the review. It was also agreed that Council would work collaboratively with the developers of Pacific Bondi to trial a new design of footpath seating which, if successful, could potentially be implemented along the length of Campbell Parade.

Footpath seating is influenced by a range of matters such as pedestrian movement, footpath width, public transport access, street furniture and amenity. Therefore in order to inform decisions on footpath seating a

broader streetscape design review was undertaken. A pedestrian survey and footpath seating survey were also undertaken to obtain data on the use of the footpath and seating at different times.

In May 2015 Council approved a 3 year Pilot Project for new footpath seating and shade structures in front of Pacific Bondi. The approval was subject to a number of conditions including consultation with immediate businesses, an economic assessment and for detailed matters of the application to be determined under delegation.

In June 2015 consultation was undertaken with businesses on Campbell Parade eligible for footpath seating (i.e. food-based businesses), as well as the Bondi Beach and North Bondi Precinct Committees. At these meetings the streetscape analysis and proposed footpath seating Pilot Project were presented, with a high level of support received.

In August 2015 the economic considerations of the Pilot Project, including a discounted lease rate, were approved by Council.

The draft design review with recommendations was presented to Council in April 2016 and was authorised for public exhibition. The consultation was undertaken in October 2016 and comprised mail-outs to residents, businesses and various agencies, newspaper notifications, on-site information boards, webpage and online survey, two public information sessions and meetings with precinct committees and businesses.

Following a review of the submissions received, the report was refined and adopted by Council in December 2016.

Further to this a Request for Tender was issued to engage a consultant to undertake design development inclusive of an overall masterplan, detailed tender and construction documentation and a quality assurance role during construction of the public domain projects. This report presents the recommendation of the TEC.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
December 2016	CM/7.5/16.12	<p>That Council:</p> <ol style="list-style-type: none"> 1. Adopts the final Campbell Parade Streetscape Upgrade (at Attachment A to this report) as the vision and conceptual design to guide detailed design and construction of future streetscape works within the subject area, subject to the following: <ol style="list-style-type: none"> a) Additional analysis of road and pedestrian safety, consultation with the State Transit Authority on bus issues, and further consultation with businesses and residents during the detailed design process of the North Bondi Terminus. b) Deletion of the following items in the Campbell Parade Streetscape Upgrade document: <ol style="list-style-type: none"> i) Concept Plan 03. Delete "Lamrock" "Roundabout and concrete wall replaced with signalised intersection to improve safety of pedestrian crossing and manoeuvring through roundabout." Therefore retain roundabout and investigate introducing a formal pedestrian crossing south of Lamrock Avenue. ii) Concept plan 07: Delete "Investigate signalised

		<p>QED intersection exit (replacing) the mid-block signals near North Bondi Surf Club". Retain mid-block signals as pedestrians already use this signal to access the bus stop on eastern side of Campbell Parade and to access the beach walking between the North Bondi Surf Club and the North Bondi toilets.</p> <p>2) Considers the inclusion of an additional \$1.4 million in the Long Term Financial Plan to cover the estimated project cost.</p> <p>3) Considers the development of a signalised pedestrian crossing synchronisation plan for Campbell Parade.</p> <p>4) Does not adopt the return on investment analysis included in the report.</p>
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4. Discussion

Tenders were evaluated strictly in accordance with Council's Purchasing Procedure and Evaluation Plan. Compliance with the provisions of the Local Government Act 1993 and Tendering Regulation 2005 were also strictly adhered to.

The Tender Evaluation criteria were developed and approved by the TEC. TEC members signed conflict of interest and deed of non-disclosure declarations.

Tenderers Received

The Tenders received by the advertised closing date of 5.00pm 14 April 2017 were as follows:

- ASPECT Studios Pty Ltd
- Spackman Mossop Michaels Pty Ltd
- Environmental Partnership (NSW) Pty Ltd
- Tract Consultants Pty Ltd
- Taylor Brammer Landscape Architects Pty Ltd

Conforming Tenders

All tenders met the compliance requirements including submissions, with the exception of Environmental Partnership (NSW) Pty Ltd, who submitted a non-conforming tender and was rejected.

Evaluation Criteria and Process

The objective of the evaluation was to select the tenderer offering the best value for money in a rational and defensible way that is fair to all tenderers. The evaluation criteria and criteria weightings were agreed to by all TEC members and detailed in the Evaluation Plan prior to the tender close date and time. A ratio of Price 20% and Non-price 80% was applied to the formula.

It was proposed that one tenderer be selected. The evaluation was conducted in 5 chronological stages:

Stage 1: Initial Cull

Opening and recording of all submissions received and noting any late submissions.

Stage 2: Compliance Criteria (Conforming)

Ensuring each Respondent's response to the compliance criteria as specified in the Tender Schedules ('Yes' or 'No');

Stage 3: Non-price Criteria (Qualitative)

Evaluating of all submissions against the evaluation criteria (Understanding of the project and methodology; methodology, Skills and Qualifications of consultant team and Relevant Experience and Works Program) as specified in the Tender Schedules. The scoring criteria included a 0-100 rating.

Stage 4: Price (Quantitative)

Comparing the Respondents price through a Normalised price model.

Stage 5: Financial Details

The TEC could have requested financial details from the preferred tenderer or indeed the top two tenderers in order to test the company's financial standing.

Tender Evaluation Committee (TEC)

- Dan Joannides, Executive Manager Technical Services,
- Sharon Cassidy, Acting Executive Manager, Project Waverley
- Adrian Collins, Senior Project Manager, Project Waverley
- Sam George, Urban Designer, Shaping Waverly
- Sara Stace, Manager Sustainable Transport, Shaping Waverley
- Jane Worthy, Internal ombudsman, Corporate Waverley (probity advice only)

Evaluation Results

The tenders were assessed and scored against the advertised evaluation criteria listed in the tender document and weightings agreed to by the TEC. The confidential Tender Evaluation Matrix is attached to this report.

Tender Evaluation Committee Endorsement

Tenders were evaluated strictly in accordance with Council's Purchasing Procedure and the Local Government Act 1993 and General Regulations 2005.

Following a rigorous evaluation process of all submitted tenders, the Tender Evaluation Committee is confident in its recommendation that the services offered by the recommended tenderer conform to Council's requirements.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: L6 Streets are safe and vibrant places which facilitate movement and interaction.
 Strategy: L6d Create place based centres which prioritise the pedestrian experience..
 Deliverable: Improved public domain infrastructure .

6. Financial impact statement/Timeframe/Consultation

The preferred tenderer's price is shown on the attached Tender Evaluation Matrix. Funding has been fully allocated under the 2016/17 budget and Long Term Financial Plan.

Tender awarded	June 2017
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Design Services commence	June 2017
Design Services completion	September 2020

7. Conclusion

The TEC agreed that the tender process has enabled the Committee to recommend **Taylor Brammer** for Campbell Parade Streetscape Upgrade, design services. .

Although **Taylor Brammer**, did not score the highest score in either the non-priced criteria or in the priced scored criteria, their submission was consistently well ranked in each category and the combined total scored well and resulted in their submission being the number 1 ranked for this tender evaluation.

Taylor Brammer have demonstrated experience in designing successful and award winning public domain projects, both nationally and internationally. Taylor Brammer have extensive experience designing projects with a high level of cultural significance. Their commitment to providing design excellence in each project is demonstrated in the following significant projects:

Project	Client	Project Type
Cockatoo Island	Sydney Harbour Federation Trust	Public domain & urban park
ANZAC Commemorative site, Gallipoli Turkey	Australian Government Office of Australian War Graves	Commemorative landscape
Innovation Campus (UoW) Park	University of Wollongong	Institutional
Shellharbour Foreshore Masterplan	Shellharbour Council	Urban and costal renewal

The TEC has formed the view that this company, taking into consideration all of the information provided, are the most suitable company to recommend for the Campbell Parade design services. The TEC recommends Council enter into a contract with Taylor Brammer.

8. Attachments:

1. Campbell Parade Tender Evaluation Matrix (confidential)

**REPORT
CM/7.6/17.05**

Subject: Evaluation of Tender - Stormwater Quality Improvement Opportunities Assessment

TRIM No.: A17/0053

Author: Genevieve Wilson, Manager, Green Infrastructure

Director: George Bramis, Acting Director Waverley Futures

RECOMMENDATION:

That Council:

1. Treats the Tender Evaluation Matrix attached to this report as confidential as it relates to a matter specified in section 10A(2)(c) of the Local Government Act 1993. The attachment contains information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business.
2. Enters into a contract under clause 178 of the *Local Government (General) Regulation 2005* with McGregor Coxall for the stormwater quality improvement opportunities assessment.
3. Notifies unsuccessful tenderers of the decision in accordance with clause 179 of the *Local Government (General) Regulation 2005*.

1. Executive Summary

The purpose of this report is to seek Council's approval for the appointment of McGregor Coxall for the stormwater quality improvement opportunities assessment as recommended by the Tender Evaluation Committee (TEC).

The stormwater quality improvement opportunities assessment project includes:

- Quantifying pollutant removal by existing Council assets
- Identification and prioritisation of potential stormwater quality improvement projects
- Feasibility assessments and concept designs for 10 stormwater quality improvement projects.

2. Introduction/Background

Given the high recreational and conservation value of Centennial Park ponds, Sydney Harbour, our beaches and our remnant vegetation, Waverley Council has invested in projects that minimise suspended solids, sediment, nutrients and bacterial pollution in stormwater discharged into waterways and remnant vegetation.

Council's Environmental Action Plan 3 (EAP3) places a strong emphasis on sustainable water management, aiming to minimise sediments and suspended solids, bacteria and nutrients discharged into waterways and remnant vegetation as well as reduce Council mains water consumption by 50 percent based on 2005/06

levels. The development of this strategic approach to integrated water quality improvement is identified in EAP3 as project WQ4.

Completion of this project will enable Council to establish a baseline for existing pollutant removal, develop a program of works for improvements and establish an associated stormwater quality improvement target.

Council's existing stormwater quality improvement infrastructure (both traditional and water sensitive urban design) includes: stormwater harvesting, groundwater harvesting, raingardens, gross pollutant traps, sediment basin, permeable pipe, permeable paving and treatment pits. Collectively, these devices filter nutrients, sediments and organic matter from stormwater, protecting our beaches and waterways.

Opportunities exist to further improve stormwater quality through: improvement of existing infrastructure; targeted treatment as part of planned capital works including streetscape, parks and public space upgrades; and/or, as standalone stormwater quality improvement projects.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Council Meeting 18 June 2013	1306.12.3	That Council adopt the draft Environmental Action Plan 3

4. Discussion

Requests for quotation submissions were received in February 2017. This indicated that a tender process would be appropriate. The selective tender was opened to all organisations that submitted a quotation. Ten tender submissions were received.

The objective of the evaluation was to select the tenderer offering the best value for money in a rational and defensible way that is fair to all tenderers. A Tender Evaluation Plan was developed and approved by the Tender Evaluation Committee (TEC) prior to the tender close. The roles and responsibilities of the TEC members are outlined in the Tender Evaluation Plan attached to the file.

The Tender was evaluated in accordance with Council's Purchasing Procedure and in compliance with the provisions of the Local Government Act 1993 and Tendering Regulation 2005.

The tenders received by the closing date of 11 April 2017 were as follows:

SMEC
Turnbull Engineering
Jacobs
Cardno
McGregor Coxall
Kellogg Brown & Root
GHD
Alluvium
ARUP
Renew Solutions

All tenders met the compliance requirements. The Renew Solutions tender was received via email after the tender close time. Confirmation was provided from tenders online of attempts to upload the tender well before the deadline and the technical difficulties encountered. The TEC accepted the Renew Solutions tender submission for assessment.

Evaluation Criteria and Process

It was proposed that one tenderer be selected. The evaluation was conducted in five chronological stages:

Stage 1: Initial Cull

Opening and recording of all submissions received and noting any late submissions. No submissions were culled.

Stage 2: Non-price Criteria (Technical) & Price (Commercial)

Evaluation was undertaken of all submissions against the evaluation criteria as specified in the Tender Schedules. The scoring criteria included a 0-4 rating. Comparing the respondent's price was through a normalised price model with deductions were the full scope of works was not included in the price.

Stage 3: Non-price Criteria (Qualitative)

Evaluating of all submissions against the evaluation criteria (Understanding of the project and methodology; methodology, Skills and Qualifications of consultant team and Relevant Experience and Works Program) as specified in the Tender Schedules. The scoring criteria included a 0-100 rating.

Stage 4: Price (Quantitative)

Comparing the Respondents price through a Normalised price model.

Stage 5: Financial Details

The TEC could have requested financial details from the preferred tenderer or indeed the top two tenderers in order to test the company's financial standing.

Tender Evaluation Committee

Sharon Cassidy	Acting Executive Manager Project Waverley
Minas Kassiou	Manager Design, Creating Waverley
Genevieve Wilson	Manager Green Infrastructure, Sustainable Waverley

Evaluation Criteria and Methodology

All tendered submissions were assessed and scored against the advertised evaluation criteria listed in the tender document and weightings agreed to by the Tender Evaluation Committee.

The final tender scoring and ranking is detailed in the Confidential Tender Evaluation Matrix attached to this report.

Tender Evaluation Committee Endorsement

Following a rigorous evaluation process of all submitted tenders, the Tender Evaluation Committee is confident in its recommendation that the services offered by McGregor Coxall will best meet Council's requirements for the stormwater quality improvement assessment and is the preferred service provider. The services offered by Alluvium also meet Council's requirements and are second preference.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction:	E5 The waterways and beaches are clean and free of pollutants.
Strategy:	E5a Minimise pollutants in stormwater discharged into waterways.
Deliverable:	Pollution prevention devices installed and maintained throughout the LGA.

6. Financial impact statement/Timeframe/Consultation

The funding for stormwater quality improvement opportunities assessment project is allocated under the Sustainable Waverley operational budget. The tender price falls within the allocated budget.

The timeframe for completion is November 2017.

Creating Waverley, Project Waverley, Clean & Attractive Waverley, Shaping Waverley and Sustainable Waverley have all contributed towards scoping this project and will continue to participate throughout project delivery.

7. Conclusion

The Tender Evaluation Committee agreed that the tender process has enabled the panel to confidently recommend McGregor Coxall as an experienced consultant who will provide a quality service at a competitive price and offers the best value to Council.

The McGregor Coxall project team demonstrated relevant experience in stormwater quality improvement strategies and concept designs for similar projects at the former Marrickville Council and Hornsby Council. Taking into consideration all of the information provided, the Tender Evaluation Committee has formed the view that McGregor Coxall is the most suitable company to recommend for the stormwater quality improvement opportunities assessment project.

8. Attachments:

1. Tender Evaluation Matrix (confidential)

REPORT CM/7.7/17.05



Subject: Planning Agreement associated with modification application for 344-354 Oxford Street, Bondi Junction

TRIM No.: DA-101/2014/B

Author: Tim Sneesby, Strategic Planner

Director: Peter Monks, Director Waverley Futures

RECOMMENDATION:

That Council:

1. Endorses the draft Planning Agreement attached to this report applying to land at 344-354 Oxford Street, Bondi Junction that provides a total contribution of \$985,712; of which \$887,141 is to be dedicated to Council for the Bondi Junction Complete Streets Program and \$98,571 (10%) towards Waverley's Affordable Housing Program in accordance with the Waverley Planning Agreement Policy 2014.
2. Authorises the Mayor and General Manager to sign and execute the agreement and affix the Council seal to the documentation.

1. Executive Summary

A draft Planning Agreement associated with the approved s96 modification (DA-101/2014/B) at 344-354 Oxford Street, Bondi Junction (modification to include an addition of one level to the approved building providing two new residential units, 1 x 2 bed and 1 x 3 bed) was placed on public exhibition in accordance with Section 93G of the *Environmental Planning and Assessment Act 1979*. This report seeks the endorsement of Council to execute the attached draft Planning Agreement. The draft Planning Agreement offers a monetary contribution of \$985,712 towards public works; of which \$887,141 is to be dedicated to Council for the Bondi Junction Complete Streets Program and \$98,571 (10%) towards Waverley's Affordable Housing Program in accordance with the Waverley Planning Agreement Policy 2014.

2. Introduction/Background

A draft Planning Agreement was negotiated in accordance with the valuation and costing methodology outlined in the Waverley Planning Agreement Policy 2014. The offer was negotiated as a monetary contribution of \$985,712 to be contributed towards public works for the Bondi Junction Complete Streets Program and 10% towards Waverley's Affordable Housing Program in accordance with the Waverley Planning Agreement Policy 2014.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
N/A	N/A	N/A

4. Discussion

Planning Agreement's monetary contribution to a public purpose

The planning agreement funds are proposed to be committed to the upgrade and improvement of public infrastructure and facilities within a reasonable proximity of the development and in the broader community. Specifically, the upgrade of footpaths and public places in Bondi Junction as part of the 'Complete Streets' Program and 10% of the funds being contributed towards Waverley's Affordable Housing Program in accordance with the Waverley Planning Agreement Policy 2014 both provide a public purpose and benefit.

Public exhibition of the draft Planning Agreement

The Planning Agreement was drafted in accordance with Section 93G of the *Environmental Planning and Assessment Act 1979*, which requires an agreement to be exhibited for a period of 28 days. The draft Planning Agreement and Explanatory Note were exhibited from 15 February 2017 to Wednesday 15 March 2017 and included:

- Notice in the Wentworth Courier;
- Advertising on Council's Have Your Say website; and
- Exhibition in Council's Customer Service Centre and Library.

Submissions

No submissions were received during the exhibition period.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction:	C3 Housing options are available to enable long term residents and those with a connection to the community to remain in Waverley.
Strategy:	C3a Promote a mix of housing types in new developments, including housing that is affordable and accessible.
Deliverable:	Planning controls that support the provision of affordable housing through WLEP 2012 Cl. 4.4(b) or monetary contributions towards affordable housing.
Direction:	L5 Buildings are well-designed, safe and accessible and the new is balanced with the old.
Strategy:	L5c Consider the use of planning controls and agreements to provide improvements to built public infrastructure.
Deliverable:	Opportunities to deliver public infrastructure through Voluntary Planning Agreements (VPA)

6. Conclusion

The draft Planning Agreement has been placed on exhibition in accordance with Section 93G of the *Environmental Planning and Assessment Act 1979*. It is recommended that Council endorse the attached draft Planning Agreement for execution.

7. Attachments:

1. 344-354 Oxford St, Bondi Junction VPA
2. 344-354 Oxford Street VPA Explanatory Note

WAVERLEY COUNCIL

(Council)

AND

**BONDI JUNCTION PRIME PTY LTD (A.C.N.151 139 564)
AS TRUSTEE FOR BONDI JUNCTION PRIME UNIT TRUST ABN 96 861 460 949
(Developer)**

PLANNING AGREEMENT

(Development Contribution)

**WAVERLEY COUNCIL
Council Chambers
Cnr Bondi Road & Paul Street
BONDI JUNCTION NSW 2022
DX 12006 BONDI JUNCTION
Phone: 02 9083 8000
Facsimile: 02 9387 1820**

{00204465 v2 / 2150606 / SYC}

Section 93F of the Environmental Planning and Assessment Act, 1979

THIS AGREEMENT is made on

2016

PARTIES

WAVERLEY COUNCIL of Cnr Paul Street and Bondi Road, Bondi Junction NSW 2022
(Council")

BONDI JUNCTION PRIME PTY LTD (A.C.N. 151 139 564) of Suite 304, 45 – 51 Cross
Street Double Bay NSW 2028 **AS TRUSTEE FOR BONDI JUNCTION PRIME UNIT TRUST**
ABN 96 861 460 949 ("Developer")

BACKGROUND

- A.** The Developer is the registered proprietor of the Land.
- B.** The Council is the local authority constituted under the *Local Government Act* 1993 and the planning and consent authority constituted under the Act.
- C.** The Developer has made or caused to be made a Development Application to the Council for the Development Consent to carry out the Development on the Land. The Development Consent has been granted.
- D.** The Developer has made or caused to be made the Modification Application (DA101/2014/B) in respect of the Development Application (DA-101/2014) to the Council pursuant to Section 96 of the Act.
- E.** The Modification Application was subsequently accompanied by an offer by the Developer to enter into this Agreement to make the Development Contribution towards the Public Purpose if Modified Development Consent was granted.
- F.** This Agreement is consistent with the Developer's offer referred to in Recital E.

OPERATIVE PROVISIONS:**1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Agreement unless the context otherwise requires:

“Act” means the *Environmental Planning and Assessment Act 1979* (NSW)

“Agreement” means this agreement;

“Bank Guarantee” means an irrevocable and unconditional undertaking by a trading bank approved by the Council to pay the Development Contribution amount on demand without an expiry or end date and containing terms and conditions acceptable to Council and in accordance with clause 9 of this Agreement.

“Business Day” means a day that is not a Saturday, Sunday or public holiday, on which banks are open for general services in Sydney, New South Wales;

“Caveat Form” means a completed form of caveat in respect to the Land that is properly endorsed with the Developer's consent as the owner of the Land, noting Council as a caveator, in a form registrable at Land and Property Information NSW and otherwise acceptable to Council;

“Certifying Authority” means any accredited private certifier including where appropriate, a Principal Certifying Authority (PCA) appointed or to be appointed to certify the Development or any aspect of it;

“Council” means Waverley Council and herein includes any local government authority with which that Waverley Council may merge or any other local government authority responsible for a local government area that the Lot Burdened is located within.

“Construction Certificate” means any construction certificate under s109C(1)(b) of the Act in respect to the Development or the Modified Development Consent;

“Development” means the development the subject of the Development Application and which is described in Item 5 of the Schedule;

“Development Application” means the development application described in Item 3 of the Schedule;

“Development Consent” has the same meaning as in the Act and means Council's approval of the Development Application described in Item 3 of the Schedule;

“Development Contribution” means the amount of money referred to in Item 6 of the Schedule.

“Development Contribution Date” means the time the Development Contribution is to be paid as specified in Item 8 of the Schedule;

“GST” has the same meaning as in the GST Law.

“GST Law” has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

“Land” means the land described in Item 2 of the Schedule.

“Modification Application” means the application to modify the Development Consent referred to in Item 4 of the Schedule.

“Modified Development Consent” means Council’s approval of the Modification Application.

“Occupation Certificate” means a final or an interim occupation certificate under section 109C(1)(c) of the Act in respect to the Land or the Development;

“Party” means a party to this Agreement including their successors and assigns.

“Public Purpose” for the purpose of this Agreement means the public purpose described in Item 7 of the Schedule.

“Registration Application” means an application for registration of this Agreement as a planning agreement on the title of the Land pursuant to Section 93H of the Act in a form approved by the Registrar General.

“Schedule” means the schedule to this Agreement.

1.2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney, New South Wales;
- (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day;
- (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars;

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- (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (f) A reference in this Agreement to any agreement, Agreement or document is to that agreement, Agreement or document as amended, novated, supplemented or replaced;
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement;
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Agreement includes the agreement recorded in this Agreement; and
- (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.

2 PLANNING AGREEMENT UNDER THE ACT

The Parties to this Agreement agree that it is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

3 APPLICATION OF THIS AGREEMENT

This Agreement applies to the Land and the Development as will be modified by the Modified Development Consent if granted.

4 OPERATION OF THIS AGREEMENT

- 4.1 This Agreement does not take effect until the Modified Development Consent is granted by Council to the Modification Application.
- 4.2 This Agreement is to be entered into as soon as possible following completion of the notification of the Planning Agreement in accordance with the requirements of Section 93G of the *Environmental Planning & Assessment Act 1979* and Clause 25D of the *Environmental Planning and Assessment Regulation 2000* and in any event must be executed and entered into prior to the issue of any Construction Certificate.
- 4.1 This Development Contribution is to be paid prior to the issue of any Occupation Certificate.

5 DEVELOPMENT CONTRIBUTION

- 5.1 The Developer agrees to make, and the Council agrees to accept, the Development Contribution to be applied towards the Public Purpose.
- 5.2 The Developer must pay the Development Contribution to the Council by bank cheque on or before the Development Contribution Date and time is essential in this respect.

6. APPLICATION OF DEVELOPMENT CONTRIBUTION

- 6.1 The Council will apply the Development Contribution towards the Public Purpose as soon as practicable.

7. APPLICATION OF SECTIONS 94 AND 94A OF THE ACT TO THE DEVELOPMENT

- 7.1 This Agreement does not exclude the application of Sections 94, 94A or 94EF of the Act to the Development.
- 7.2 The Development Contribution provided by the Developer will not be taken into consideration in determining any development contribution under Section 94 of the Act.

8 REGISTRATION OF THIS AGREEMENT

- 8.1 The Parties agree this Agreement is to be registered by the Registrar General as provided for in Section 93H of the Act.

- 8.2 The Developer warrants that it will do everything necessary to enable this Agreement to be registered under Section 93H of the Act.
- 8.3 Without limiting clause 8.2, the Developer warrants that it will obtain the express written consent to the registration of this Agreement under Section 93H of the Act from:
- (a) If this Agreement relates to land under the *Real Property Act 1900*, each person who has an estate or interest in the Land registered under that Act; or
 - (b) If this Agreement relates to land not under the *Real Property Act 1900*, each person who is seized or in possession of an estate or interest in the Land.
- 8.4 Prior to the issue of any Construction Certificate, the Developer will at its cost arrange:
- (a) deliver to the Council the Registration Application in registrable form noting the Council as applicant and executed by the Developer and any other person the subject of the warranty in clause 8.3;
 - (b) lodge or cause to be lodged the title deed with LPI and advise Council of the production number;
 - (c) provide the Council with a cheque in favour of Land & Property Information, NSW for the registration fees for registration of this Agreement; and
 - (d) provide the Council with a cheque in favour of the Council for its costs, expenses and fees incurred or to be incurred in connection with the preparation of this Agreement and any documents, form or instrument created or to be created in accordance with the provisions of this Agreement.
 - (e) and take any other necessary action so as to ensure this Agreement is registered on the title to the Land prior to the issue of a Construction Certificate.
- 8.5 Upon compliance with clause 8.4 by the Developer the Council will promptly lodge the Registration Application with the Registrar General.
- 8.6 The Parties will co-operate with each other to ensure that the Agreement is registered by the Registrar General.
- 8.7 Upon payment of the Development Contribution or surrender of the Development Consent, the Developer may request the removal of the dealing created by registration of the Agreement from the title to the Land. The Council will not withhold its consent to such removal, provided that the terms of this Agreement have been complied with and the Developer pays all costs, expenses and fees of the Council relating to such removal.
- 8.8 Should payment of the Development Contribution or surrender of the Development Consent occur on or before the date of this Agreement and prior to issue of any Construction Certificate, then there will be no obligation to register this Agreement in accordance with this clause.

- 8.9 Upon registration of this Agreement by the Registrar General, this Agreement is binding on, and is enforceable against the owner of the Land from time to time as if each owner for the time being had entered into this Agreement.

9 BANK GUARANTEE

9.1 Provision of Bank Guarantee

- (a) On the date of this Agreement the Developer must deliver to the Council a bank guarantee ("Bank Guarantee"), which must be:
 - (i) irrevocable and unconditional;
 - (ii) with no expiry date;
 - (iii) issued in favour of the Council;
 - (iv) for an amount equivalent to the Development Contribution set out in item 6 of the Schedule;
 - (v) drafted to cover all of the Developer's obligations under this Agreement; and
 - (vi) on the terms otherwise satisfactory to the Council and in a form and from an institution approved by the Council.
- (b) The Developer acknowledges that the Council enters into this Agreement in consideration of the Developer providing the Bank Guarantee as a security for the performance of all of the Developer's obligations under this Agreement, including without limitation the delivery of the Development Contribution to Council in accordance with this Agreement.
- (c) The Bank Guarantee may be provided in the form of a number of separate bank guarantees, provided the separate bank guarantees total the amount of the Development Contribution set out in item 6 of the Schedule.
- (d) Without limiting the provision of any other clause herein, no application for an Construction Certificate can be made unless the Council holds a valid Bank Guarantee under this clause.

9.2 Calling on Bank Guarantee

- (a) The Council may call on the Bank Guarantee in the event that the Developer:
 - (i) fails to make a payment of any part of the Development Contributions in accordance with this Agreement or any other amount payable under this Agreement by its due date for payment ; or
 - (ii) breaches any other term or condition of this Agreement, and fails to remedy the relevant failure or breach within 7 days after the Council's notice.

- (b) If the Council calls on the Bank Guarantee as a result of the Developer's failure to pay any amount due under this Agreement, then the Council will apply the amount received pursuant to its claim on the Bank Guarantee in satisfaction of the Developer's obligation to pay the relevant amount.

9.3 Return of Bank Guarantee

Provided that the Developer has complied with its obligations under this Agreement including payment of the Development Contribution the Council will return the Bank Guarantee to the Developer.

10 REVIEW OF THE AGREEMENT

- 10.1 The Parties agree that, subject to Section 93G of the Act, this Agreement can be reviewed and amended at any time by mutual agreement.

11 DISPUTE RESOLUTION

- 11.1 If any Dispute arises out of or in connection with this Agreement, the following procedure must be followed in order to resolve it:
- (a) either party may give written notice of the dispute to the other party. A representative nominated by each party must meet within five (5) Business Days of receipt of that notice and attempt in good faith to resolve the dispute;
 - (b) if the dispute is not resolved between the nominated representatives within ten (10) Business Days of receipt of the notice referred to in clause 11.1(a), then the dispute will be notified to the relevant divisional manager (or officer holding the equivalent position) of each party who must meet and attempt in good faith to resolve the dispute within five (5) Business Days of the date of receipt of that notice; and
 - (c) if the dispute remains unresolved within ten (10) Business Days of receipt of the notice referred to in clause 11.1(b), notice will be given to the Chief Executive Officers (or officer holding an equivalent position) of each party who must meet and attempt in good faith to resolve the dispute within five (5) Business Days of the receipt of that notice.
 - (d) For the purposes of this clause, a meeting may take place by telephone or other means of communication.
- 11.2 If the parties fail to resolve the dispute after following the procedures set out in clause 11.1, then they must agree on the appropriate method of alternative dispute resolution

(which may include expert determination or mediation) within ten (10) Business Days of the date of the final meeting held in accordance with clause 11.1(c).

- 11.3 If the parties select expert determination as the method of resolving the dispute, the expert must act as an expert and not an arbitrator, his determination will be binding upon the parties unless otherwise agreed and his costs must be shared equally between the parties.
- 11.4 If the parties fail to agree on the appropriate method of alternative dispute resolution in accordance with clause 11.2, the dispute must be referred for mediation to a mediator nominated by the then current Chairman of the Australian Commercial Disputes Centre in Sydney (ACDC), or, if ACDC no longer exists, the chairman of a reputable commercial dispute resolution body, as agreed between the council and the Developer, or if same cannot agree, nominated by the Council. The role of the mediator is to assist in the resolution of the dispute and the mediator may not make a decision which is binding on the parties.
- 11.5 The costs associated with appointing the mediator under clause 11.4 must be shared equally between the parties.

12. ENFORCEMENT

- 12.1 Nothing in this Agreement (including Clauses 10 and 11) prevents the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement (including the breach of this Agreement by the Developer) or any matter to which this Agreement relates.
- 12.2 Until such time as the Development Contribution has been paid in full, an Occupation Certificate must not be issued and the Developer must:
- (a) notify the Council in writing of the name and contact details of any Certifying Authority to which it has applied for an Occupation Certificate at the same time that such application is made;
 - (b) at the time it lodges any application for an Occupation Certificate notify the Certifying Authority in writing of the existence and terms of this Agreement;
 - (c) procure and provide to Council a written acknowledgement from the Certifying Authority addressed to Council confirming that the Certifying Authority will not issue an Occupation Certificate until Council provides written confirmation that the Development Contribution has been paid; and

- (e) not rely on any Occupation Certificate in respect to the Development.

12.3 The Developer acknowledges and agrees that:

- (a) the Land is charged with the payment to Council of the Development Contribution until the Development Contribution is paid in full to Council;
- (b) Council has a caveatable interest in the Land from the date of the Modified Development Consent until the Development Contribution is paid in full to Council;
- (c) Council has the right to lodge and maintain a caveat against the title to the Land to notify of and protect its interest created by this Agreement (including the charge in (a), until the Development Contribution is paid in full to Council; and
- (d) at the time of entering into this Agreement, the Developer shall provide Council with the Caveat Form, unless the Development Contribution is paid to Council by the Developer upon entering into this Agreement.

12.4 Notwithstanding the provisions of clause 12.3 herein, Council will, on certain conditions, provide its consent to registration of plans of consolidation/amalgamation of the various lots comprised in the Land, prior to the issue of any Occupation Certificate for Level 12 of the proposed Development the subject of the Modification Application. The conditions to consent to registration of these types of plans/dealings will include; this Agreement is registered against the title to the Land, that the Developer is not in breach of this Agreement, the Council's costs of giving such consent are paid and the Council's rights under this Agreement are not in any way compromised.

The Developer acknowledges and agrees it will not otherwise be able to transfer or assign any interest in the Land or any part of it, without a withdrawal of Council's caveat, which will only be made available upon payment of the full Development Contribution to Council and the terms of this Agreement have been met. Upon payment of the full Development Contribution to Council, Council must remove its caveat and any dealing on title to the Property pursuant to this agreement provided the developer has paid Council's Costs associated with such removal.

13. NOTICES

13.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) delivered or posted to that Party at its address set out in Item 9 of the Schedule;
- (b) faxed to that Party at its fax number set out in Item 9 of the Schedule; or
- (c) emailed to that Party at its email address set out in Item 9 of the Schedule.

13.2 If a Party gives the other Party 3 business days' notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

13.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) if it is delivered when it is left at the relevant address;
- (b) if it is sent by post, 2 business days after it is posted; and
- (c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

13.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to who it is sent, it is to be treated as having been given or made at the beginning of the next business day.

14. APPROVALS AND CONSENT

Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

15. ASSIGNMENT AND DEALINGS

Until the Development Contribution is paid in full, the Developer cannot sell, transfer, assign, novate, charge, encumber or otherwise deal with the Land or attempt or purport to do so without Council's consent.

16. ENTIRE AGREEMENT

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

17. FURTHER ACTS

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

18. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

19. JOINT AND INDIVIDUAL LIABILITY AND BENEFITS

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

20. REPRESENTATIONS AND WARRANTIES

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

21. SEVERABILITY

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or party of a

clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement but the rest of this Agreement is not affected.

22. MODIFICATION

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

23. WAIVER

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

24. NON FETTER

The Developer acknowledges and agrees that:

- (a) in addition to its obligations under this Agreement the Council is also responsible for the conduct and administration of local government in the Waverley Local Government Area;
- (b) this Agreement in no way affects Council's statutory obligations, functions or powers, including without limitation, its obligations, functions or powers in respect of the Development Application, Development Consent, Modification Application or Modified Development Consent and any other approvals required in respect of the works to be carried out under the Development Consent;
- (c) nothing which the Council does or fails to do under this Agreement will limit or otherwise affect the Developer's obligations under the Development Consent/ Modified Development Consent; and
- (d) nothing which the Council does, fails to do or purports to do in performing the Council's statutory functions or powers will constitute or amount to a breach of this Agreement.

25. GOODS & SERVICES TAX REPRESENTATIONS AND WARRANTIES

- 25.1 The Parties unless otherwise indicated, all amounts payable by one party to the other party in relation to a supply under this Agreement have been calculated exclusive of any GST which may be imposed on the supply.
- 25.2 If any supply made under this Agreement is, or becomes, subject to GST, the party to whom the supply is made ("**Recipient**") must pay to the party making the supply ("**Supplier**"), as consideration, in addition to any consideration payable or to be provided elsewhere in this Agreement, subject to issuing a Valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.
- 25.3 Any amount in respect of GST payable under clause 25.2 must be paid to the Supplier immediately on receipt of the Valid Tax Invoice.
- 25.4 If any party is required to reimburse or indemnify the other party for a cost or expense ("**Cost**") incurred by the other party, the amount of that Cost for the purpose of this Agreement is the amount of the Cost incurred, less the amount of any credit for, or refund of, GST, which the party incurring the Cost is entitled to claim in respect of the Cost.
- 25.5 If GST is linked with the abolition or reduction of other taxes and charges, all amounts payable by the Recipient to the Supplier under this Agreement (excluding GST) must be reduced by the same proportion as the actual total costs of the Supplier (excluding GST) are reduced either directly as a result of the abolition or reduction of other taxes and charges payable by the Supplier or indirectly by way of any reduction in prices (excluding GST) charged to the Supplier. Both parties must also comply with Part VB of the *Trade Practices Act 1974* (Cth).

26. COSTS

The Council's costs of an incidental to the preparation and execution of this Agreement and any related documents and registration of same must be borne by the Developer.

27. EXECUTION IN TRIPLICATE

The Parties shall execute this Agreement in triplicate so as to provide one original signed by both parties and a further copy for registration of the Agreement under s93H

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of the *Environmental Planning and Assessment Act 1979*. This Agreement will be dated on the day of execution by all Parties.

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SCHEDULE

Item Number		Particulars/Description
1	Developer	BONDI JUNCTION PRIME PTY LTD (A.C.N.151 139 464) AS TRUSTEE FOR BONDI JUNCTION PRIME UNIT TRUST ABN 96 861 460 949
2	Land	344-348 OXFORD STREET (LOTS 112, 113 AND 116, SECTION B, DP 976386), 350-352 OXFORD STREET (LOT 114 DP75977), 354 OXFORD STREET (LOT 1 DP711730), BONDI JUNCTION
3	Development Application	DA-101/2014
4	Modification Application	DA-101/2014/B MODIFICATION TO INCLUDE ADDITION OF ONE LEVEL TO THE APPROVED BUILDING PROVIDING TWO NEW RESIDENTIAL UNITS, 1 X 2 BED, 1 X 3 BED AND TWO RESIDENTIAL PARKING SPACES.
5	Development (description)	DEMOLITION OF EXISTING STRUCTURE AND CONSTRUCTION OF A MIXED USE DEVELOPMENT WITH BASEMENT CARPARKING
6	Development Contribution	\$985,712
7	Public Purpose	THE COMPLETE STREETS PROGRAM AND 10% TOWARDS

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WAVERLEY'S AFFORDABLE
HOUSING PROGRAM IN
ACCORDANCE WITH COUNCIL'S
PLANNING AGREEMENT POLICY
2014.

- | | | |
|---|---|---|
| 8 | Development Contribution Date
(Payment date for the
Development Contribution) | PRIOR TO THE ISSUE OF ANY
OCCUPATION CERTIFICATE. |
| 9 | Developer Address

Developer Email

Council Address

Council Fax
Council Email | SUITE 304, 45 – 51 CROSS STREET
DOUBLE BAY NSW 2028

admin@valuea.com.au

CORNER PAUL STREET AND BONDI
ROAD, BONDI JUNCTION NSW 2022
(02) 9387 1820
info@waverley.nsw.gov.au |

**EXECUTED by WAVERLEY COUNCIL with Common Seal of Waverley Council affixed
pursuant to a resolution of Waverley Council on**

PETER BROWN
General Manager

CLR SALLY BETTS
Mayor

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EXECUTED by)
BONDI JUNCTION PRIME PTY LTD)
(A.C.N.151 139 464) AS TRUSTEE)
FOR BONDI JUNCTION PRIME UNIT)
TRUST ABN 96 861 460 949)
in accordance with Section 127 of the)
Corporations Act 2001)

Director / Secretary

Name of Director / Secretary:

Director

Name of Director:

Explanatory Note

(Clause 25E of the Environmental Planning and Assessment Regulation 2000)

Draft Planning Agreement

The purpose of this explanatory note is to provide a summary of the proposed voluntary planning agreement (VPA) prepared jointly between Waverley Council and the Developer under s93F of the *Environmental Planning and Assessment Act 1979* (the Act).

This explanatory note has been prepared as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000*.

1 Parties:

Waverley Council (Council) and

**BONDI JUNCTION PRIME PTY LTD (A.C.N.151 139 464) AS TRUSTEE
FOR BONDI JUNCTION PRIME UNIT TRUST ABN 96 861 460 949**
(Developer).

2 Description of Subject Land:

The whole of the land being Lots 112, 113 and 116, Section B in Deposited Plan 976386, Lot 114 in Deposited Plan 75977 and Lot 1 in Deposited Plan 711730 and known as 304 – 354 Oxford Street, Bondi Junction, is the Subject Land under the Planning Agreement.

3 Description of Development:

The Developer proposes to develop the Subject Land. The proposed development (DA 101/2014) comprised demolition of the existing building, amalgamation of the site and construction of an 11 storey mixed use development comprising of 2 levels for retail and commercial tenancies and 60 residential units and basement parking. The Developer's section 96 modification application (DA101/2014/B) provides for 1 additional storey and other modifications.

4 Background:

The Developer is the registered proprietor of the Subject Land. The Developer lodged a section 96 modification with Council, DA101/2014/B and with this offered to enter into a Planning Agreement with Council pursuant to section 93F of the Act to provide a monetary contribution as the modified development application provided for further additional floor space which exceeds floor space controls permitted for such buildings under Council's planning controls. The offer to enter into the further Planning Agreement is in line with Council's Planning Agreement Policy 2014.

5 Summary of Objectives, Nature and Effect of the Draft Planning Agreement:

The Planning Agreement will assist Council in achieving its objectives by providing funds which will facilitate Council to provide a material public benefit to the Development and the broader community under programs such as the Council's Complete Streets Program directed at infrastructure construction, improvements and maintenance of footpaths, walkways and public areas.

2

The Agreement is a contractual relationship between Council and the Developer whereby the Developer is to pay a Development Contribution and is a Planning Agreement under subsection 2 of Division 6 of Part 4 of the Act.

The Agreement requires the Developer to comply with certain requirements including registration of the Agreement as soon as possible after it is entered into, provision of a bank guarantee from the date of the Agreement and to pay a monetary contribution to Council in the amount of \$985,712 prior to an Occupation Certificate issuing for the Development. The Agreement also provides for lodgment of a Caveat against the Subject Land by Council from the time the Agreement is entered into to protect its interest.

The Agreement does not exclude the application of sections 94, 94A or 94EF of the Act to the Development and the Development Contribution is not to be taken into consideration in determining any development contribution under section 94 of the Act.

The Agreement contains a number of machinery provisions including in relation to dispute resolution and enforcement.

6 Assessment of the merits of the Draft Planning Agreement:

The Planning Purposes Served by the Draft Planning Agreement

In accordance with S.93F(2) of the *Environmental Planning and Assessment Act 1979*, the Planning Agreement facilitates the following public purposes:

- The provision of (or recoupment of the cost of providing) public amenities;
- The funding of recurrent expenditure relating to the provision of public amenities or other infrastructure;
- The monitoring of the planning impacts of development.
- The conservation or enhancement of the natural environment.

The Planning Agreement provides a reasonable means of achieving the public purposes set out above.

How the Draft Planning Agreement Promotes the Public Interest

- The public interest is promoted by the provision to Council of funds which it is able to apply towards upgrading and improving infrastructure and facilities nearby the Development and in the broader community, in particular the beautifying of road reserves and works towards safe pedestrian-friendly streets, providing good access to public transport and accommodating cyclists;
- The upgrading and improvement of facilities will encourage business and development activity of the precinct;
- The contributions made are intended to positively affect the economic and social wellbeing of the precinct incorporating the Development and wider community. Both residents and visitors will benefit from the contributions under the Planning Agreement;

How the Draft Planning Agreement Promotes the Objects of the Environmental

3

Planning and Assessment Act, 1979 (EP&A Act)

The provision of the monetary contribution required under the Planning Agreement will promote the objects of the Act, in particular:

- 5(a)(i) "proper management development and conservation of natural and artificial resources including natural areas, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment".
- 5(a)(v) "the provision of community services and facilities".

How the Draft Planning Agreement promotes elements of the Council's charter under section 8 of the Local Government Act, 1993

- The Draft Planning Agreement provides a means by which the Council shows a regard for the long term and cumulative effects of its decisions. The Council's decisions impact public areas. The Council is conscious of a need for infrastructure and facilities within the public areas in its local government area and how its decisions and policies impact on seeking to fulfil this need;
- The Draft Planning Agreement provides a means by which Council shows it bears in mind that it is the custodian and trustee of public assets and seeks to effectively plan for and manage the assets for which it is responsible and facilitates its engaging in long term strategic planning on behalf of the local community.

Conformity with the Council's Capital Works Program

The Draft Planning Agreement is not inconsistent with the Council's Capital Works Program.

Whether the Agreement specifies that certain requirements of the Agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

Yes, as detailed above in relation to enforcement to ensure that no Occupation Certificate can issue prior to the payment of the Development Contribution to Council.

This explanatory note is not to be used to assist in construing the Planning Agreement.

REPORT CM/7.8/17.05



Subject: Planning Agreement associated with development application at 157-159 Military Road, Dover Heights

TRIM No.: DA-316/2015

Author: Tim Sneesby, Strategic Planner

Director: Peter Monks, Director Waverley Futures

RECOMMENDATION:

That Council:

- Endorses the draft Planning Agreement attached to this report applying to land at 157-159 Military Road, Dover Heights that provides a total contribution of \$143,605.68. Of this amount, \$129,245.10 is to be dedicated towards public works for the upgrade to the intersection of Military Road and Blake Street, Dover Heights. The remaining \$14,360.58 (10%) is to be dedicated towards Waverley's Affordable Housing Program in accordance with the Waverley Planning Agreement Policy 2014.
- Authorises the Mayor and General Manager to sign and execute the agreement and affix the Council seal to the documentation.

1. Executive Summary

A draft Planning Agreement associated with the approved development application (DA-316/2015) at 157-159 Military Road, Dover Heights (demolition of existing building and construction of mixed use building with basement car parking and strata subdivision) was placed on public exhibition in accordance with Section 93G of the *Environmental Planning and Assessment Act 1979*. This report seeks the endorsement of Council to execute the attached draft Planning Agreement. The draft Planning Agreement offers a total monetary contribution of \$143,605.68; of which \$129,245.10 is to be dedicated towards public works for the upgrade to the intersection of Military Road and Blake Street, Dover Heights and \$14,360.58 (10%) is to be dedicated towards Waverley's Affordable Housing Program in accordance with the Waverley Planning Agreement Policy 2014.

2. Introduction/Background

A draft Planning Agreement was negotiated in accordance with the valuation and costing methodology outlined in the Waverley Planning Agreement Policy 2014. The offer was negotiated as a monetary contribution of \$143,605.68 to be contributed towards public works for the upgrade to the intersection of Military Road and Blake Street, Dover Heights and 10% towards Waverley's Affordable Housing Program in accordance with the Waverley Planning Agreement Policy 2014.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
N/A	N/A	N/A

4. Discussion

Planning Agreement's monetary contribution to a public purpose

The public interest is promoted by the provision to Council of funds which is able to be contributed towards Waverley's Affordable Housing Program and upgrading and improving infrastructure and facilities within a reasonable proximity of the development, in particular the upgrading of the intersection of Military Road and Blake Street, Dover Heights.

Public exhibition of the draft Planning Agreement

The Planning Agreement was drafted in accordance with Section 93G of the *Environmental Planning and Assessment Act 1979*, which requires a planning agreement to be exhibited for a period of 28 days. The draft Planning Agreement and Explanatory Note were exhibited from 18 January 2017 to 15 February 2017 and included:

- Notice in the Wentworth Courier;
- Advertising on Council's Have Your Say website; and
- Exhibition in Council's Customer Service Centre and Library.

Submissions

No submissions were received during the exhibition period.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction:	C3 Housing options are available to enable long term residents and those with a connection to the community to remain in Waverley.
Strategy:	C3a Promote a mix of housing types in new developments, including housing that is affordable and accessible.
Deliverable:	Planning controls that support the provision of affordable housing through WLEP 2012 Cl. 4.4(b) or monetary contributions towards affordable housing.
Direction:	L5 - Buildings are well designed, safe and accessible and the new is balanced with the old.
Strategy:	L5c - Consider the use of planning controls and agreements to provide improvements to built public infrastructure.
Deliverable:	Opportunities to deliver public infrastructure through Voluntary Planning Agreements (VPA).

6. Conclusion

The draft Planning Agreement has been placed on exhibition in accordance with Section 93G of the *Environmental Planning and Assessment Act 1979*. It is recommended that Council endorse the attached draft Planning Agreement for execution.

7. Attachments:

1. 157-159 Military Rd VPA
2. 157-159 Military Rd VPA Explanatory Note

WAVERLEY COUNCIL

(Council)

AND

KAMAL KANT VERMA, NIRAJ VERMA & SAGAR VERMA

(Developer)

PLANNING AGREEMENT

(Development Contribution)

**WAVERLEY COUNCIL
Council Chambers
Cnr Bondi Road & Paul Street
BONDI JUNCTION NSW 2022
DX 12006 BONDI JUNCTION
Phone: 02 9369 8000
Facsimile: 02 9387 1820**

170110

PLANNING AGREEMENT NO. _____***Section 93F of the Environmental Planning and Assessment Act, 1979***

THIS AGREEMENT is made on

PARTIES

WAVERLEY COUNCIL of Cnr Paul Street and Bondi Road, Bondi Junction, NSW, 2022
(Council")

Kamal Kant Verma, Niraj Verma and Sagar Verma of 4 Hezlet Street, Chiswick NSW
2046

BACKGROUND

- A.** The Developer is the registered proprietor of the Land.
- B.** Council is the local authority constituted under the *Local Government Act* 1993 and the planning and consent authority constituted under the Act.
- C.** The Developer has made or caused to be made the Development Application to the Council for Development Consent to carry out the Development on the Land.
- D.** The Development Application was accompanied by an offer by the Developer to enter into a voluntary planning agreement to make the Development Contribution to be applied by Council towards the Public Purpose if the Development Consent was granted.
- E.** Development Consent was granted on 24 March 2016.
- F.** This Agreement is consistent with the Developer's offer referred to in Recital D.

OPERATIVE PROVISIONS:**1 DEFINITIONS AND INTERPRETATION****1.1 Definitions**

In this Agreement unless the context otherwise requires:

"Act" means the *Environmental Planning and Assessment Act* 1979 (NSW)

“Agreement” means this agreement;

“Bank Guarantee” means an irrevocable and unconditional undertaking by a trading bank approved by the Council to pay the Development Contribution amount on demand without an expiry or end date and containing terms and conditions acceptable to Council and in accordance with clause 9 of this Agreement;

“Business Day” means a day that is not a Saturday, Sunday or public holiday, on which banks are open for general services in Sydney, New South Wales;

“Certifying Authority” means any accredited private certifier including where appropriate a Principal Certifying Authority (PCA) appointed or to be appointed to certify the Development or any aspect of it;

“Council” means Waverley Council and herein includes any local government authority with which that Waverley Council may merge or any other local government authority responsible for a local government area that the Lot Burdened is located within.

“Construction Certificate” means a construction certificate in respect of the Development Consent;

“Development” means the development the subject of the Development Application and which is described in Item 4 of the Schedule;

“Development Application” means the development application described in Item 3 of the Schedule;

“Development Consent” has the same meaning as in the Act and means Council's approval of the Development Application described in Item 3 of the Schedule;

“Development Contribution” means the amount of money referred to in Item 5 of the Schedule.

“Development Contribution Date” means the time the Development Contribution is to be paid as specified in Item 8 of the Schedule;

“GST” has the same meaning as in the GST Law;

“GST Law” has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

“Land” means the land described in Item 2 of the Schedule.

“Party” means a party to this Agreement including their successors and assigns.

“Public Purpose” for the purpose of this Agreement means the public purpose described in Item 6 of the Schedule.

“Registration Application” means an application for registration of this Agreement as a planning agreement on title of the Land pursuant to section 93H of the Act in a form approved by the Registrar-General;

“Schedule” means the schedule to this Agreement.

1.2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (b) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney, New South Wales;
- (c) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day;
- (d) A reference in this Agreement to dollars or \$ means Australian dollars and all amounts payable under this Agreement are payable in Australian dollars;
- (e) A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (f) A reference in this Agreement to any agreement, Agreement or document is to that agreement, Agreement or document as amended, novated, supplemented or replaced;
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement;
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;

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- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Agreement includes the agreement recorded in this Agreement; and
- (m) A reference to a party to this Agreement includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.

2 PLANNING AGREEMENT UNDER THE ACT

The Parties to this Agreement agree that it is a planning agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

3 APPLICATION OF THIS AGREEMENT

This Agreement applies to the Land and the Development.

4 OPERATION OF THIS AGREEMENT

- 4.1 This Agreement takes effect upon execution by all parties as the Development Consent has been granted by the Council.
- 4.2 If they have not already done so the Parties must execute this Agreement as soon as possible after the Development Consent was granted.

5 DEVELOPMENT CONTRIBUTION

- 5.1 The Developer agrees to make, and the Council agrees to accept the Development Contribution to be applied for the Public Purpose.
- 5.2 The Developer must pay the Development Contribution to the Council by bank cheque on or before the Development Contribution Date and time is essential in this respect.

6. APPLICATION OF DEVELOPMENT CONTRIBUTION

- 6.1 The Council will apply the Development Contribution towards the Public Purpose as soon as practicable.

7. APPLICATION OF SECTIONS 94 AND 94A OF THE ACT TO THE DEVELOPMENT

- 7.1 This Agreement does not exclude the application of Sections 94, 94A or 94EF of the Act to the Development.
- 7.2 The Development Contribution provided by the Developer will not be taken into consideration in determining any development contribution under Section 94 of the Act.

8. REGISTRATION OF THIS AGREEMENT

Unless the Development Contribution is paid in full:

- 8.1 The Parties agree this Agreement is to be registered by the Registrar-General as provided for in section 93H of the Act.
- 8.2 The Developer warrants that it has done everything necessary to enable this Agreement to be registered under section 93H of the Act.
- 8.3 Without limiting clause 8.2 the Developer warrants that it has obtained the express written consent to the registration of this Agreement under section 93H of the Act from:
- (a) if this Agreement relates to land under the *Real Property Act* 1900, each person who has an estate or interest in the Land registered under that Act; or
 - (b) if this Agreement relates to land not under the *Real Property Act* 1900, each person who is seised or possessed of an estate or interest in the Land.
- 8.4 As soon as possible after execution of this Agreement and in any event no later than 14 days after the date of this Agreement, the Developer will at its cost arrange and effect registration of this Agreement under s93H upon the title to the Land and as soon as possible following execution of this Agreement:
- (a) deliver to the Council the Registration Application in registrable form noting Council as applicant and executed by the Developer and any other person the subject of the warranty in clause 8.3.
 - (b) lodge or cause to be lodged the title deed with LPI and advise Council of the production number.
 - (c) provide Council with a cheque in favour of Land & Property Information, NSW for the registration fees for registration of this Agreement; and

- (d) provide the Council a cheque in favour of Council for its costs, expenses and fees incurred or to be incurred in connection with the preparation of this Agreement and any documents, form or instrument created or to be created in accordance with the provisions of this Agreement;
 - (e) and take any other necessary action so as to ensure this Agreement is registered on the title to the Land prior to the issue of a Construction Certificate.
- 8.5 Upon compliance with clause 8.4 by the Developer the Council will promptly lodge the Registration Application with the Registrar General.
- 8.6 The Parties will co-operate with each other to ensure that the Agreement is registered by the Registrar General.
- 8.7 Upon payment of the Development Contribution or surrender of the Development Consent, the Developer may request the removal of the dealing created by registration of the Agreement from the title to the Land. Council will not withhold its consent to such removal, provided the terms of this Agreement have been complied with and the Developer pays all costs, expenses and fees of Council relating to such removal.
- 8.8 Should payment of the Development Contribution or surrender of the Development Consent occur on or before the date of this Agreement and prior to issue of a Construction Certificate, then there will be no obligation to register this Agreement in accordance with this clause.
- 8.9 Upon registration of this Agreement by the Registrar General this Agreement is binding on, and is enforceable against the owner of the Land from time to time as if each owner for the time being had entered into this Agreement.

9 BANK GUARANTEE

Unless the Development Contribution is paid in full:

9.1 Provision of Bank Guarantee

- (a) On the date of this Deed and before any application for any Construction Certificate the Developer must deliver to the Council a bank guarantee ("**Bank Guarantee**"), which must be:
 - (i) irrevocable and unconditional;
 - (ii) with no expiry date;
 - (iii) issued in favour of the Council;
 - (iv) for an amount equivalent to the Monetary Contribution set out in Item 5 of the Schedule;

- (v) drafted to cover all of the Developer's obligations under this Deed; and
- (vi) on the terms otherwise satisfactory to the Council and in a form and from an institution approved by the Council.
- (b) The Developer acknowledges that the Council enters into this Agreement in consideration of the Developer providing the Bank Guarantee as a security for the performance of all of the Developer's obligations under this Deed, including without limitation the delivery of the Development Contributions to the Council in accordance with Schedules 1 and 2.

9.2 Calling on Bank Guarantee

- (a) The Council may call on the Bank Guarantee in the event that the Developer:
 - (i) fails to make a payment of any part of the Monetary Contributions in accordance with Schedule 2 or any other amount payable under this Deed by its due date for payment; or
 - (ii) breaches any other term or condition of this Deed,and fails to remedy the relevant failure or breach within 7 days after the Council's notice.
- (b) If the Council calls on the Bank Guarantee as a result of the Developer's failure to pay any amount due under this Deed, then the Council will apply the amount received pursuant to its claim on the Bank Guarantee in satisfaction of the Developer's obligation to pay the relevant amount.

9.3 Return of Bank Guarantee

Provided that the Developer has complied with its obligations under this Agreement including payment of the Development Contribution the Council will return the Bank Guarantee to the Developer.

10 REVIEW OF THE AGREEMENT

- 10.1 The Parties agree that, subject to section 93G of the Act, this Agreement can be reviewed and amended at any time by mutual agreement.

11 DISPUTE RESOLUTION

- 11.1 If any Dispute arises out of or in connection with this Agreement, the following procedure must be followed in order to resolve it:
 - (a) either party may give written notice of the dispute to the other party. A representative nominated by each party must meet within five (5) Business Days of receipt of that notice and attempt in good faith to resolve the dispute;
 - (b) if the dispute is not resolved between the nominated representatives within ten (10) Business Days of receipt of the notice referred to in clause 11.1(a),

then the dispute will be notified to the relevant divisional manager (or officer holding the equivalent position) of each party who must meet and attempt in good faith to resolve the dispute within five (5) Business Days of the date of receipt of that notice; and

- (c) if the dispute remains unresolved within ten (10) Business Days of receipt of the notice referred to in clause 11.1(b) above, notice will be given to the Chief Executive Officers (or officer holding an equivalent position) of each party who must meet and attempt in good faith to resolve the dispute within five (5) Business Days of the receipt of that notice.
- (d) For the purposes of this clause a meeting may take place by telephone or other means of communication.

11.2 If the parties fail to resolve the dispute after following the procedures set out in clause 11.1, then they must agree on the appropriate method of alternative dispute resolution (which may include expert determination or mediation) within ten (10) Business Days of the date of the final meeting held in accordance with clause 11.1(c).

11.3 If the parties select expert determination as the method of resolving the dispute, the expert must act as an expert and not an arbitrator, his determination will be binding upon the parties unless otherwise agreed and his costs must be shared equally between the parties.

11.4 If the parties fail to agree on the appropriate method of alternative dispute resolution in accordance with clause 11.2, the dispute must be referred for mediation to a mediator nominated by the then current Chairman of the Australian Commercial Disputes Centre in Sydney (ACDC), or, if ACDC no longer exists, the chairman of a reputable commercial dispute resolution body, as agreed between the council and the Developer, or if same cannot agree, nominated by the Council. The role of the mediator is to assist in the resolution of the dispute and the mediator may not make a decision which is binding on the parties.

11.5 The costs associated with appointing the mediator under clause 11.4 must be shared equally between the parties.

12. ENFORCEMENT

- 12.1 Nothing in this Agreement (including Clause 10 and 11) prevents the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement (including the breach of this Agreement by the Developer) or any matter to which this Agreement relates.
- 12.2 Until such time as the Development Contribution has been paid in full, a Construction Certificate must not be issued and the Developer must:
- (a) notify the Council in writing of the name and contact details of any Certifying Authority to which it has applied for a Construction Certificate at the same time that such application is made;
 - (b) at the time it lodges any application for a construction certificate notify the Certifying Authority in writing of the existence and terms of this Agreement; and
 - (c) procure and provide to Council a written acknowledgement from the Certifying Authority addressed to Council confirming that the Certifying Authority will not issue a Construction Certificate until Council provides written confirmation that the Development Contribution has been paid.
- 12.3 The Developer acknowledges and agrees that Council has a caveatable interest in the Land from the date of Development Consent and shall be entitled to lodge and maintain a caveat on the title to the Land notifying Council's interest created by this Agreement until the Development Contribution is paid in full.

13. NOTICES

- 13.1 Any notice, consent, information, application or request that must or may be given or made to a Party under this Agreement is only given or made if it is in writing and sent in one of the following ways:
- (a) delivered or posted to that Party at its address set out in Item 9 of the Schedule.
 - (b) faxed to that Party at its fax number set out in Item 9 of the Schedule; or
 - (c) emailed to that Party at its email address set out in Item 9 of the Schedule hereto.
- 13.2 If a Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

13.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered when it is left at the relevant address;
- (b) If it is sent by post, 2 business days after it is posted; and
- (c) If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

13.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to who it is sent, it is to be treated as having been given or made at the beginning of the next business day.

14. APPROVALS AND CONSENT

Except as otherwise set out in this Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

15. ASSIGNMENT AND DEALINGS

Until the Development Contribution is paid in full, the Developer cannot sell, transfer, assign, novate, charge, encumber or otherwise deal with the Land or attempt or purport to do so.

16. ENTIRE AGREEMENT

This Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, or anything said or done by another Party, or by a director, officer, agent or employee of that Party, before this Agreement was executed, except as permitted by law.

17. FURTHER ACTS

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Agreement and all transactions incidental to it.

18. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

19. JOINT AND INDIVIDUAL LIABILITY AND BENEFITS

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this Agreement by 2 or more persons binds them jointly and each of them individually, and any benefit in favour of 2 or more persons is for the benefit of them jointly and each of them individually.

20. REPRESENTATIONS AND WARRANTIES

The Parties represent and warrant that they have power to enter into this Agreement and comply with their obligations under the Agreement and that entry into this Agreement will not result in the breach of any law.

21. SEVERABILITY

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement but the rest of this Agreement is not affected.

22. MODIFICATION

No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Agreement.

23. WAIVER

The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any

other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

24. **NON FETTER**

The Developer acknowledges and agrees that:

- (a) in addition to its obligations under this Agreement the Council is also responsible for the conduct and administration of local government in the Waverley Local Government Area;
- (b) this Agreement in no way affects Council's statutory obligations, functions or powers, including without limitation, its obligations, functions or powers in respect of the Development Application, Development Consent and any other approvals required in respect of the works to be carried out under the Development Consent;
- (c) nothing which the Council does or fails to do under this Agreement will limit or otherwise affect the Developer's obligations under the Development Consent; and
- (d) nothing which the Council does, fails to do or purports to do in performing the Council's statutory functions or powers will constitute or amount to a breach of this Agreement.

25. **GOODS & SERVICES TAX REPRESENTATIONS AND WARRANTIES**

- 25.1 Unless otherwise indicated, all amounts payable by one party to the other party in relation to a supply under this Agreement have been calculated exclusive of any GST which may be imposed on the supply.
- 25.2 If any supply made under this Agreement is, or becomes, subject to GST, the party to whom the supply is made ("**Recipient**") must pay to the party making the supply ("**Supplier**"), as consideration, in addition to any consideration payable or to be provided elsewhere in this Agreement, subject to issuing a Valid Tax Invoice, an additional amount on account of GST, such amount to be calculated by multiplying the consideration by the applicable rate of GST.
- 25.3 Any amount in respect of GST payable under clause 25.2 must be paid to the Supplier immediately on receipt of the Valid Tax Invoice.

25.4 If any party is required to reimburse or indemnify the other party for a cost or expense ("**Cost**") incurred by the other party, the amount of that Cost for the purpose of this Agreement is the amount of the Cost incurred, less the amount of any credit for, or refund of, GST, which the party incurring the Cost is entitled to claim in respect of the Cost.

25.5 If GST is linked with the abolition or reduction of other taxes and charges, all amounts payable by the Recipient to the Supplier under this Agreement (excluding GST) must be reduced by the same proportion as the actual total costs of the Supplier (excluding GST) are reduced either directly as a result of the abolition or reduction of other taxes and charges payable by the Supplier or indirectly by way of any reduction in prices (excluding GST) charged to the Supplier. Both parties must also comply with Part VB of the *Trade Practices Act 1974* (Cth).

26. COSTS

The Council's costs of an incidental to the preparation and execution of this Agreement and any related documents and registration of same shall be borne by the Developer.

27. EXECUTION IN TRIPLICATE

The Parties hereto shall execute this Agreement in triplicate so as to provide one original signed by both parties for attachment to the Registration Application referred to in clause 8 and an original for each of the Parties signed by both Parties.

SCHEDULE

Item Number	Particulars/Description	
1	Developer	Kamal Kant Verma, Niraj Verma and Sagar Verma
2	Land	157-159a Military Road, Dover Heights being Lot 1 in DP126719
3	Development Application	DA-316/2015
4	Development	Demolition of existing building, construction of mixed use building with basement car parking and strata subdivision
5	Development Contribution	\$143,605.68
6	Public Purpose	Upgrade to the intersection of Military Road and Blake Street, Dover Heights.
7	Development Contribution Date (Payment date for the Development Contribution)	PRIOR TO THE ISSUE OF ANY CONSTRUCTION CERTIFICATE FOR THE DEVELOPMENT.
8	Developer Address Developer Fax Developer Email	4 Hezlet Street, Chriswick NSW 2046 02 9211 9778 kkvaustralia@gmail.com
9	Council Address Council Fax Council Email	CORNER PAUL STREET AND BONDI ROAD, BONDI JUNCTION NSW 2022 (02) 9387 1820 info@waverley.nsw.gov.au

15

EXECUTION by WAVERLEY COUNCIL with Common Seal of Waverley Council affixed
pursuant to a resolution of Waverley Council on

PETER BROWN
General Manager

CLR SALLY BETTS
Mayor

16

EXECUTED by

SIGNED SEALED & DELIVERED by
KAMAL KANT VERMA in the
presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness

SIGNED SEALED & DELIVERED by
NIRAJ VERMA in the presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness

SIGNED SEALED & DELIVERED by
SAGAR VERMA in the presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness

Explanatory Note

(Clause 25E of the Environmental Planning and Assessment Regulation 2000)

Draft Planning Agreement

The purpose of this explanatory note is to provide a summary of the proposed voluntary planning agreement (VPA) prepared jointly between Waverley Council and the Developer under s93F of the *Environmental Planning and Assessment Act 1979* (the Act).

This explanatory note has been prepared as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000*.

1 Parties:

Waverley Council (Council) and

Kamal Kant Verma, Niraj Verma and Sagar Verma (Developer).

2 Description of Subject Land:

The whole of the land being Lot 1 in Deposited Plan 126719 and known as 157-159 Military Road, Dover Heights, is the Subject Land under the Planning Agreement.

3 Description of Development:

The Developer proposes to develop the Subject Land. The proposed development will comprise demolition of an existing building and construction of a mixed use building with basement car parking and strata subdivision.

4 Background:

The Developer is the registered proprietor of the Subject Land. The Developer lodged a development application with Council, DA316/2015 and with this offered to enter into a Voluntary Planning Agreement with Council pursuant to section 93F of the Act to provide a monetary contribution as the development application provided for additional floor space which exceeds floor space controls permitted for such buildings under Council's planning controls. The offer is in line with Council's Voluntary Planning Agreement Policy 2014.

5 Summary of Objectives, Nature and Effect of the Draft Planning Agreement:

The Planning Agreement will assist Council in achieving its objectives by providing funds which will facilitate Council to provide a material public benefit to residents of areas close to the Development and the broader community by virtue of facilitating an upgrade to the intersection of Military Road and Blake Street, Dover Heights which is consistent with Council's programs and objective of providing for betterment of improvements and maintenance of footpaths, walkways and public areas.

The Agreement is a contractual relationship between Council and the Developer whereby the Developer is to pay a Monetary Contribution and is a Planning Agreement under subsection 2 of Division 6 of Part 4 of the Act.

2

The Agreement requires the Developer to comply with certain requirements including registration of the Agreement and provision of a Bank Guarantee prior to a Construction Certificate issuing for DA316/2015 and to pay a monetary Contribution to Council in the amount of \$143,605.68 prior to a Construction Certificate for the Development.

The Agreement does not exclude the application of sections 94, 94A or 94EF of the Act to the Development and the Development Contribution is not to be taken into consideration in determining any development contribution under s94 of the Act.

The Agreement contains a number of machinery provisions including in relation to dispute resolution and enforcement.

6 Assessment of the merits of the Draft Planning Agreement:

The Planning Purposes Served by the Draft Planning Agreement

In accordance with S.93F(2) of the *Environmental Planning and Assessment Act 1979*, the Planning Agreement facilitates the following public purposes:

- The provision of (or recoupment of the cost of providing) public amenities;
- The funding of recurrent expenditure relating to the provision of public amenities or other infrastructure;
- The monitoring of the planning impacts of development.

The Planning Agreement provides a reasonable means of achieving the public purposes set out above.

How the Draft Planning Agreement Promotes the Public Interest

- The public interest is promoted by the provision to Council of funds which it is able to apply towards upgrading and improving infrastructure and facilities nearby the Development and in the broader community in particular the improvement of footpaths and public places;
- The upgrading and improvement of facilities will encourage business within and development of the precinct as an active vibrant community;
- The contributions made are intended to positively affect the economic and social wellbeing of the precinct incorporating the Development and wider community. Both residents and visitors will benefit from the contributions under the Planning Agreement;

How the Draft Planning Agreement Promotes the Objects of the Environmental Planning and Assessment Act, 1979 (EP&A Act)

The provision of the monetary contribution required under the Planning Agreement will promote the objects of the Act, in particular:

- 5(a)(i) "proper management development and conservation of natural and artificial resources including natural areas, cities, towns and villages for the purpose of promoting the social and economic welfare of the community and a better environment".

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- 5(a)(v) “the provision of community services and facilities”.

How the Draft Planning Agreement promotes elements of the Council's charter under section 8 of the Local Government Act, 1993

- The Draft Planning Agreement provides a means by which the Council shows a regard for the long term and cumulative effects of its decisions. The Council's decisions impact public areas. The Council is conscious of a need for infrastructure and facilities within the public areas in its local government area and how its decisions and policies impact on seeking to fulfil this need;
- The draft Planning Agreement provides a means by which Council shows it bears in mind that it is the custodian and trustee of public assets and seeks to effectively plan for and manage the assets for which it is responsible and facilitates its engaging in long term strategic planning on behalf of the local community.

Conformity with the Council's Capital Works Program

The Draft Planning Agreement is not inconsistent with the Council's Capital Works Program. The Council's Capital Works Program contemplates the upgrade to the intersection of Military Road and Blake Street, Dover Heights.

Whether the Agreement specifies that certain requirements of the Agreement must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

Yes, as detailed above in relation to bank guarantee, registration and to enforce payment of the monetary contribution prior to the issuing of a construction certificate.

This explanatory note is not to be used to assist in construing the Planning Agreement

REPORT
CM/7.9/17.05

Subject: Writing Off of Council's Footpath Seating Bad Debts & Credit Reference Default Reporting

TRIM No.: A05/1181-02

Author: Francesco Rombola, Executive Manager Financial Waverley

Director: Cathy Henderson, Acting General Manager

RECOMMENDATION:

That Council:

1. Approves the write-off of the bad debts detailed in this report of \$38,629.94 in accordance with Clause 213 (3) of the *Local Government (General) Regulation 2005*.
2. Notes that a report on credit referencing will be presented to Council in June 2017.

1. Executive Summary

Having exhausted all reasonable options this reports requests Council to approve the writing-off of the footpath seating debts as identified in this report of \$38,629.94. This is in accordance with Clause 213 (3) of the Local Government (General) Regulation 2005.

This report also provides a brief update on the current investigation into the use of a credit reporting agency for trade debtors' payment defaults to be completed. The full report will be coming to the June Operations Committee meeting.

2. Introduction/Background

Clause 213 (3) of the Local Government (General) Regulation 2005 requires that (in the absence of a delegation from Council to the General Manager) Council debts can be written off only by resolution of the Council.

For the third quarter of the 2016 / 2017 financial year the relevant Executive Managers have advised that, in relation to Footpath Seating and despite undertaking recovery action by both Council officers and the debt recovery agency, Legal Force, these amounts are irrecoverable from the account holder.

Accordingly, the purpose of this report is to propose that the debts which have been deemed to be unrecoverable for various reasons are written off in accordance with this proposal and Clause 213 (3) of the Local Government (General) Regulation 2005

In addition a quick update on the progress of the current ongoing investigation into the use of a credit reporting agency for the reporting of trade debtor's payment defaulters is to be completed and returned to Council. The full report will be coming to the June Operations Committee meeting.

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Council Meeting 16/6/2015	CM/7.5/15.06	That Council: 1. Receives and notes this report. 2. Approves the write-off of the bad trade debts and general abandonments identified in this report of \$9,115.95 in accordance with Clause 213 (3) of the Local Government (General) Regulation 2005. 3. Investigates using the services of a credit reporting and listing agency to report bad debts on credit files and a report come back to Council.
Council Meeting 12/4/2017	CM/7.4/17.04	That Council: 1. Notes the security bond system currently in place for Footpath Seating licences. 2. Does not introduce a security bond system for Commercial Waste services. 3. Notes that Council has previously resolved to investigate the use of a credit reporting agency for commercial waste payment defaults, and that a report be prepared for the May 2017 Council Meeting with recommendations and findings on what actions can be taken.

4. Discussion

For the past nine months the teams from Financial Waverley, Building Waverley and Safe Waverley, in conjunction with a debt recovery agency, Legal Force, have been working to recover unpaid footpath seating fees from the various business operators.

Despite all reasonable efforts, there are 20 business accounts that have identified as unrecoverable. These 20 businesses have a combined unrecoverable debt amounting to \$38,629.94. These debts have been deemed unrecoverable or uneconomical to pursue further either due to the businesses closing down, or through changes in ownership, and either way Council has been unable to locate the business account owner.

See table 1 below for list of closed down or changed in ownership businesses and the corresponding outstanding debt value.

In this financial year, Council has implemented the bond system to mitigate the risk of future payment defaults.

Table 1 – List of closed down/changed in ownership Footpath Seating customer accounts

No	Account Number	Debtor	Name of business owner	Value of debts	Date the business closed down or changed in ownership	Months of unpaid footpath seating fee	Age of the debts - months
1	98829	Gelato Bar Bond	Fiona Blajic	\$13,358.39	22-Apr-15	8.8	25
2	00088	Il Puntino Italian Restaurant	David Chen	\$4,299.08	24-Nov-15	2.8	18
3	26787	Gabby's Cafe David Chen	David Chen	\$4,299.08	24-Nov-15	2.8	18

No	Account Number	Debtor	Name of business owner	Value of debts	Date the business closed down or changed in ownership	Months of unpaid footpath seating fee	Age of the debts - months
4	25897	The Zoo's Espresso Bar	Sarah Joseph	\$4,004.21	06-May-14	1.2	36
5	98915	Ciao Ciao Bondi	Patrik Jonson	\$1,977.24	Dec-15	10.3	17
6	98782	Nikos	Davut Yilmaz	\$1,936.88	14-Mar-14	1.3	38
7	98842	The Travel Cafe	Patricia White	\$1,687.50	30-Jun-15	5	23
8	98871	Dragons Den Foo	Serge Coutet	\$1,337.10	06-Jan-15	6.1	29
9	00053	Danny's	Thi Oanh Nguyen	\$1,302.51	11-Mar-15	4.4	26
10	98830	Grandma Moses	Lawrence Hoffmann	\$1,145.00	08-Sep-15	4.1	20
11	98808	Spice and Wine	Scott Johnston	\$742.36	29-Feb-16	4	14
12	98794	The Crossing	Luke Thomas & Tom Mithen	\$479.25	12-Nov-16	2.4	30
13	98815	Aqua Bar	Aqua Bondi Pty Ltd	\$472.97	Mar-16	1	13
14	98852	Club Sandwich Bondi	Jonathan Dorrell	\$459.96	Dec-14	4	29
15	98814	Chapter One Coffee and Wine Bar	Rosemary Loughman & Megan Cocks	\$323.01	01-Aug-15	3	21
16	98895	Chicken & Grill	Joe Khoury	\$225.00	05-Aug-15	2	21
17	98903	That Chicken Shop	Mark & Julia Bakewell	\$175.98	03-Mar-16	0.9	14
18	98884	JG Cafe Bondi	Santosh Acharya & Sovit Baral	\$175.50	Oct-15	1	18
19	98816	Twisted Frozen Yoghurt	Cassandra Spics	\$144.73	14-Aug-15	0.4	21
20	98802	Ginger Blue Cafe	Geraldine Johnston	\$84.19	15-Oct-15	0.5	19
		Total		\$38,629.94			

Back in June of 2015 and again at the April 2017 Council Meeting, there was a resolution passed to investigate the use of a credit reporting agency to report bad debts on credit files and that a report be prepared for the May 2017 Council Meeting with recommendations and findings on what actions can be taken.

This investigation is in progress. Both Dun & Bradstreet and Equifax, the two biggest suppliers in this area, have been contacted to provide information. Once relevant information has been gathered a full report will be compiled and provided to Council. This is expected to be at the June Operations Committee meeting.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

- Direction: G5 Waverley is financially sustainable with revenue and resources required to support implementation of the community's plans and to provide infrastructure performance and services our community needs.
- Strategy: G5a Promote and advocate the provision of financial reporting systems in an accurate, timely, transparent and honest manner to ensure sustainability of public assets and resources..
- Deliverable: Financial advice and coordination to ensure Council meets overall budget performance targets provided.

6. Financial impact statement/Timeframe/Consultation

The write-off of the bad debts identified in this report of \$38,629.94 in accordance with Clause 213 (3) of the Local Government (General) Regulation 2005.

This report has been prepared with input from Safe Waverley Staff, Financial Waverley Staff and input from our debt recovery agency, Legal Force.

7. Conclusion

The writing off of bad debts is done after a thorough review by the relevant business area and after all reasonable efforts have been made to recover the income.

All write offs are been reviewed, assessed by Financial Waverley Staff and recommended by the Executive Leadership Team (ELT).

8. Attachments:

Nil

REPORT
CM/7.10/17.05

Subject: Investment Portfolio Report – April 2017

TRIM No.: A03/2211

Author: Francesco Rombola, Executive Manager Financial Waverley

Director: Cathy Henderson, Acting General Manager

RECOMMENDATION:

That Council:

1. Receives the investment Portfolio Report – April 2017.
2. Notes that all investments have been made in accordance with the requirements of section 625 of the *Local Government Act 1993* and directions from the Minister for Local Government, including Ministerial Investment Orders and Council's Investment Policy.

1. Executive Summary

For the month of April 2017, Council's Investment Portfolio generated \$274,349 of interest, while for the financial year to date Council's Investment Portfolio has generated \$3,413,589 of Interest.

The Interest on Investment budget for the 2016 / 2017 Financial Year was adopted by Council at the June 21st 2016 Council meeting and was set at \$2,846,000 for the 2016 - 2017 Financial year. At the Council meeting of November 15 2016, as part of the First quarter review the budgeted amount increase to \$3,201,000 an increase of \$355,000 or 12.47%. At the Council meeting of February 21 2017, as part of the Second quarter review the budgeted amount increased to \$3,551,000 an increase of \$350,000 or 10.93% on the First quarter reviewed figure. When compared to the original budget of \$2,846,000 it represents a \$705,000 or 24.77% increase.

The interest income for the month of April 2017 of \$274,349 is tracking at 7.73% of the amended forecast of \$3,551,000 while the year to date figure of \$3,413,588 is tracking at 96%.

These figures show that Council's investment portfolio is tracking well, and that at this early stage Council is on track to meet its budget.

2. Introduction/Background

Clause 212 of the *Local Government (General) Regulation* requires that Council be provided with a written report setting out details of all money that the Council has invested under section 625 of the *Local Government Act 1993* and certifying that these investments have been made in accordance with the Act, regulations, Ministerial Investment Orders and Council's Investment Policy.

The following table below illustrates the monthly interest income received by Council and how this tracks against the original budget and any quarterly adjustments.

Month	Original Budget (\$,000)	Actual Monthly (\$,000)	Actual YTD (\$)	Tracking YTD Original Budget %	Track to YTD Q1 Adjusted Budget	Track to YTD Q2 Adjusted Budget
July	2,846,000	273,497	273,497	9.61		
August	2,846,000	231,708	505,205	17.75		
September	2,846,000	502,254	1,007,459	35.40		
Q1 Amendment	355,000					
October	3,201,000	304,639	1,312,097	46.10	40.99	
November	3,201,000	442,428	1,754,525	61.65	54.81	
December	3,201,000	310,415	2,064,940	72.56	64.51	
Q2 Amendment	350,000					
January	3,551,000	329,478	2,394,417	84.13	74.80	67.43
February	3,551,000	434,359	2,828,777	99.39	88.37	79.66
March	3,551,000	310,462	3,139,240	110.30	98.07	88.40
April	3,551,000	274,349	3,413,589	119.94	106.64	96.13

3. Relevant Council Resolutions

Council or Committee Meeting and Date	Minute No.	Decision
Council Meeting 12 April 2017	CM/7.5/17.04	That Council: <ol style="list-style-type: none"> 1. Receives the Investment Portfolio Report – March 2017. 2. Notes that all investments have been made in accordance with the requirements of section 625 of the Local Government Act 1993 and directions from the Minister for Local Government, including Ministerial Investment Orders and Council's Investment Policy.

4. Discussion

For the month of April 2017 Council's cash investment portfolio generated interest earnings of \$274,349 or 7.73% of the full year Quarter two amended budget of \$3,551,000.

Council's investment portfolio posted a Marked-to-Market return in April 2017 of 2.56 % pa versus the AusBond Bank Bill Index benchmark return of 1.83% pa. Based on the 'yield only' calculation (Weighted Return of Investments) the portfolio posted a return of 2.83% pa.

Over the last 12 months, Council's investment portfolio has exceeded the AusBond bank bill index benchmark by 0.97% pa (2.89% vs 1.89% pa)

Portfolio Value

Council's investment portfolio, as at 30 April 2017, has a current market value of \$ 153,709,313 which represents a premium of \$ 1,598,184 above the \$152,111,129 face value of the portfolio with the portfolio generating a 2.76% average purchase yield. The table below provides a summary by investment (asset) type.

Asset Group	\$ Face Value	Current \$ value	\$ Gain / (Loss)	Average Purchase Yield
Cash	\$5,864,237	\$5,864,237	-	1.06%
Floating Rate Note	\$29,000,000	\$29,268,861	\$268,861	2.96%
Floating Rate Term Deposits	\$3,000,000	3,011,858.25	\$11,858	2.77%
Managed Funds	\$9,246,893	\$9,246,893	-	2.08%
Term Deposit	\$105,000,000	\$106,317,465	\$1,317,465	2.86%
Total	\$152,111,129	\$153,709,313	\$1,598,184	2.76%

Analysis

Attached to this report is the Summary of Investment Portfolio, as prepared by Council's independent financial advisor, Prudential Investment Services Corp, for the period ending 30 April 2017.

Included in that report is a table showing that Council's investment portfolio, over the last twelve months, has exceeded the AusBond bank bill index benchmark by 0.97% pa (2.89% vs 1.89% pa), and for the month of April 2017 it has exceeded the AusBond bank bill index by 0.70% pa (2.56 to 1.87). The Portfolio achieved the stated benchmark measure 'Rate of return on cash exceeds AusBond Bank Bill Index' as illustrated in the table below:

Month	Portfolio Last 12 months %	Benchmark Last 12 months %	Variance %
May-16	2.62	2.30	0.32
Jun-16	2.63	2.02	0.61
July-16	3.43	2.06	1.38
Aug-16	3.21	2.01	1.20
Sep-16	2.85	1.74	1.11
Oct-16	2.75	1.73	1.01
Nov-16	2.61	1.77	0.84
Dec-16	2.59	1.72	0.87
Jan-17	3.02	1.86	1.15
Feb-17	2.96	1.77	1.19
Mar-17	3.05	1.78	1.26
Apr-17	2.56	1.87	0.70
Average % return Over the last 12 months	2.86	1.89	0.97

Fossil Fuel Lending ADI's vs Non Fossil Fuel Lending ADI's

As at the end of April 2017, 52% of Councils portfolio was invested in non-fossil fuel lending ADIs, while Fossil Fuel Lending ADI's accounted for 42% of the portfolio. The remaining 6%, classified as "Other", is invested with TCorp.

The Non-fossil fuel lending ADIs yielded 2.86%pa during the month while fossil fuel lending ADIs yielded 2.90% during the same month.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

- Direction: G5 Waverley is financially sustainable with revenue and resources required to support implementation of the community's plans and to provide infrastructure performance and services our community needs.
- Strategy: G5a Promote and advocate the provision of financial reporting systems in an accurate, timely, transparent and honest manner to ensure sustainability of public assets and resources..
- Deliverable: Financial advice and coordination to ensure Council meets overall budget performance targets provided.

6. Financial impact statement/Timeframe/Consultation

As at 30 April 2017, Council is on track to achieve and will exceed its current budget for the 2016 - 2017 year. A third quarter amendment will be proposed.

This report has been prepared in consultation with Council's Management and Systems Accountant, Financial Strategist and Council's independent financial advisers, Prudential Investment Services Corp.

7. Conclusion

Council's investment portfolio has accounted \$274,349 in interest income for the month of April 2017, and \$3,413,589 for the financial year to date. Council is on track to achieve and in fact exceed the June 15th Q2 amended budget amount of \$3,551,000 for the 2016 - 2017 financial year, and a third quarter amendment will be proposed.

8. Attachments:

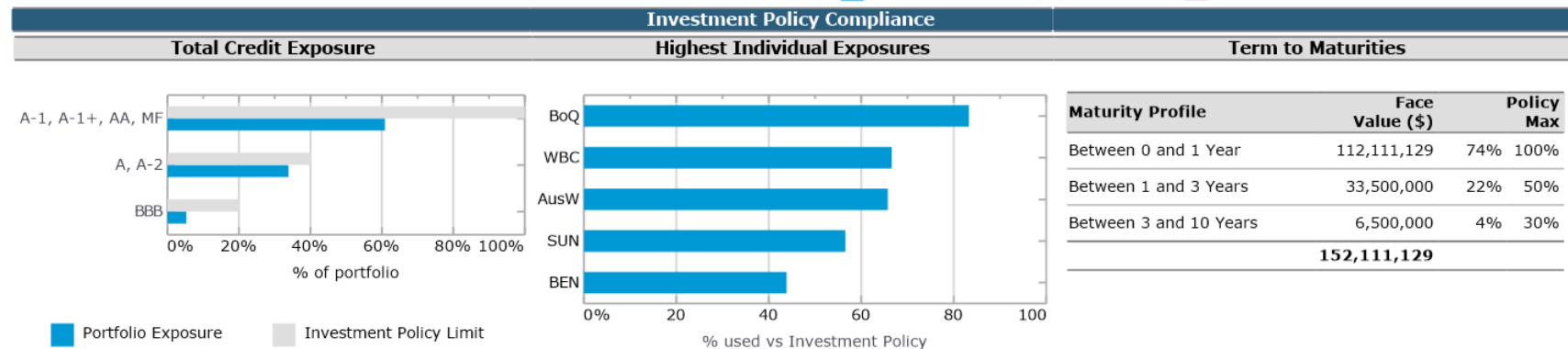
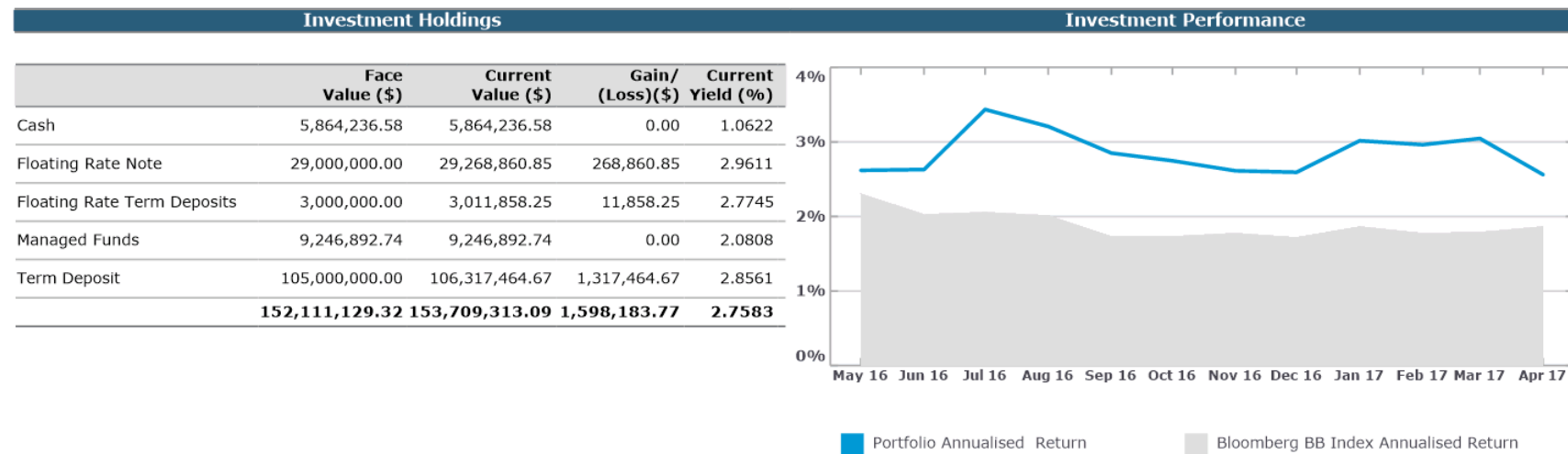
1. Summary of Investment Portfolio - Apr 2017



Investment Summary Report April 2017

Waverley Council

Executive Summary



Waverley Council

Investment Holdings Report



Cash Accounts							
Face Value (\$)	Current Yield	Institution	Credit Rating	Current Value (\$)	Deal No.	Reference	
3,650,000.00	1.1000%	Commonwealth Bank of Australia	A-1+	3,650,000.00	120789	24hr Call	
500,355.51	1.0000%	Commonwealth Bank of Australia	A-1+	500,355.51	120794	General Funds	
36,776.48	1.0000%	Commonwealth Bank of Australia	A-1+	36,776.48	120795	Trust Funds	
804,459.70	1.0000%	Commonwealth Bank of Australia	A-1+	804,459.70	120796	Cemetery Funds	
809,906.00	1.0000%	Commonwealth Bank of Australia	A-1+	809,906.00	120797	Depositor Funds	
4,960.04	1.0000%	Commonwealth Bank of Australia	A-1+	4,960.04	120799	Library CP	
22,680.39	1.0000%	Commonwealth Bank of Australia	A-1+	22,680.39	120800	Eastgate CP	
5,601.39	1.0000%	Commonwealth Bank of Australia	A-1+	5,601.39	120801	Hollywood Av CP	
29,497.07	1.0000%	Commonwealth Bank of Australia	A-1+	29,497.07	370151	Library Gift	
5,864,236.58	1.0622%			5,864,236.58			

Managed Funds							
Face Value (\$)	Current Yield	Institution	Credit Rating	Fund Name	Current Value (\$)	Deal No.	Reference
2,025,313.57	2.0731%	New South Wales T-Corp	MF	Strategic Cash Facility	2,025,313.57	411310	Builder Deposits
7,221,579.17	2.0830%	New South Wales T-Corp	MF	Cash Facility	7,221,579.17	505262	
9,246,892.74	2.0808%				9,246,892.74		

Term Deposits											
Maturity Date	Face Value (\$)	Rate	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
3-May-17	3,000,000.00	2.7500%	Bank of Queensland	A-2	3,000,000.00	19-Oct-16	3,043,849.32	534458	43,849.32	AtMaturity	
10-May-17	3,000,000.00	2.7500%	Bank of Queensland	A-2	3,000,000.00	31-Oct-16	3,041,136.99	534470	41,136.99	AtMaturity	
24-May-17	3,000,000.00	2.8000%	Bank of Queensland	A-2	3,000,000.00	19-Aug-16	3,058,684.93	534155	58,684.93	AtMaturity	
31-May-17	2,000,000.00	2.9500%	Bendigo and Adelaide Bank	A-2	2,000,000.00	31-May-16	2,054,150.68	533747	54,150.68	AtMaturity	
6-Jun-17	3,000,000.00	2.8000%	Bank of Queensland	A-2	3,000,000.00	5-Dec-16	3,033,830.14	534622	33,830.14	AtMaturity	
14-Jun-17	4,000,000.00	2.8500%	Auswide Bank	A-2	4,000,000.00	15-Dec-16	4,042,789.04	534669	42,789.04	AtMaturity	
21-Jun-17	4,000,000.00	2.8500%	Auswide Bank	A-2	4,000,000.00	20-Dec-16	4,041,227.40	534674	41,227.40	AtMaturity	

Waverley Council

Investment Holdings Report



Term Deposits										
Maturity Date	Face Value (\$)	Rate	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency Reference
4-Jul-17	3,000,000.00	2.8000%	Suncorp Bank	A-1	3,000,000.00	5-Dec-16	3,033,830.14	534623	33,830.14	AtMaturity
12-Jul-17	6,000,000.00	2.8000%	Suncorp Bank	A-1	6,000,000.00	12-Dec-16	6,064,438.36	534659	64,438.36	AtMaturity
2-Aug-17	2,500,000.00	2.8000%	National Australia Bank	A-1+	2,500,000.00	3-Aug-16	2,551,972.60	534099	51,972.60	AtMaturity
9-Aug-17	3,000,000.00	3.0000%	Westpac Group	A-1+	3,000,000.00	9-Aug-16	3,065,342.47	534115	65,342.47	AtMaturity
24-Aug-17	3,000,000.00	3.0000%	Westpac Group	A-1+	3,000,000.00	24-Aug-16	3,061,643.84	534165	61,643.84	AtMaturity
6-Sep-17	3,000,000.00	2.7500%	AMP Bank	A-1	3,000,000.00	3-Mar-17	3,013,335.62	534938	13,335.62	AtMaturity
13-Sep-17	3,000,000.00	2.8000%	ME Bank	A-2	3,000,000.00	20-Dec-16	3,030,378.08	534673	30,378.08	AtMaturity
20-Sep-17	3,000,000.00	2.8000%	Bank of Queensland	A-2	3,000,000.00	20-Dec-16	3,030,378.08	534672	30,378.08	AtMaturity
27-Sep-17	2,750,000.00	3.0000%	Westpac Group	A-1+	2,750,000.00	20-Sep-16	2,800,404.11	534345	50,404.11	Annually
11-Oct-17	3,000,000.00	2.6300%	Suncorp Bank	A-1	3,000,000.00	15-Feb-17	3,016,212.33	534881	16,212.33	AtMaturity
18-Oct-17	3,000,000.00	3.0000%	Westpac Group	A-1+	3,000,000.00	18-Aug-16	3,063,123.29	534151	63,123.29	Annually
18-Oct-17	1,500,000.00	2.8000%	Auswide Bank	A-2	1,500,000.00	19-Apr-17	1,501,380.82	535191	1,380.82	AtMaturity
25-Oct-17	2,500,000.00	3.0000%	Westpac Group	A-1+	2,500,000.00	12-Oct-16	2,541,301.37	534449	41,301.37	Annually
22-Nov-17	2,000,000.00	2.8000%	Bank of Queensland	A-2	2,000,000.00	23-Nov-16	2,024,394.52	534561	24,394.52	AtMaturity
29-Nov-17	3,000,000.00	2.6500%	Suncorp Bank	A-1	3,000,000.00	31-Jan-17	3,019,602.74	534806	19,602.74	AtMaturity
13-Dec-17	2,000,000.00	2.7500%	AMP Bank	A-1	2,000,000.00	15-Mar-17	2,007,082.19	535002	7,082.19	AtMaturity
20-Dec-17	2,750,000.00	3.0000%	Westpac Group	A-1+	2,750,000.00	20-Sep-16	2,800,404.11	534347	50,404.11	Annually
17-Jan-18	5,000,000.00	2.7000%	Suncorp Bank	A-1	5,000,000.00	18-Jan-17	5,038,095.89	534786	38,095.89	AtMaturity
24-Jan-18	2,750,000.00	3.0000%	Westpac Group	A-1+	2,750,000.00	20-Sep-16	2,800,404.11	534348	50,404.11	Annually
7-Feb-18	4,000,000.00	2.6700%	Commonwealth Bank of Australia	A-1+	4,000,000.00	30-Mar-17	4,009,363.29	535109	9,363.29	AtMaturity
7-Mar-18	3,000,000.00	2.8000%	Credit Union Australia	A-2	3,000,000.00	7-Mar-17	3,012,657.53	534968	12,657.53	AtMaturity
11-Apr-18	2,750,000.00	3.0000%	Westpac Group	A-1+	2,750,000.00	20-Sep-16	2,800,404.11	534346	50,404.11	Annually
18-Apr-18	2,000,000.00	2.8500%	Auswide Bank	A-2	2,000,000.00	19-Apr-17	2,001,873.97	535190	1,873.97	AtMaturity
24-Apr-18	3,500,000.00	2.7500%	Auswide Bank	A-2	3,500,000.00	27-Apr-17	3,501,054.79	535197	1,054.79	AtMaturity
24-Aug-18	3,000,000.00	3.1000%	Westpac Group	AA-	3,000,000.00	24-Aug-16	3,063,698.63	534166	63,698.63	Annually
26-Sep-18	4,000,000.00	3.1000%	Westpac Group	AA-	4,000,000.00	20-Sep-16	4,075,758.90	534344	75,758.90	Annually

Waverley Council

Investment Holdings Report



Term Deposits											
Maturity Date	Face Value (\$)	Rate	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Coupon Frequency	Reference
6-Nov-18	2,000,000.00	3.0000%	Westpac Group	AA-	2,000,000.00	3-Nov-16	2,029,424.66	534489	29,424.66	Annually	
26-Aug-19	2,000,000.00	3.2000%	Westpac Group	AA-	2,000,000.00	24-Aug-16	2,043,835.62	534167	43,835.62	Annually	
105,000,000.00		2.8561%			105,000,000.00		106,317,464.67		1,317,464.67		

Floating Rate Term Deposits											
Maturity Date	Face Value (\$)	Rate	Institution	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Interest Date	Reference
10-Jun-21	3,000,000.00	2.7745%	Commonwealth Bank of Australia ¾yr@4.00% then 3moBBSW+1.08%	AA-	3,000,000.00	10-Mar-17	3,011,858.25	533800	11,858.25	13-Jun-17	
3,000,000.00		2.7745%			3,000,000.00		3,011,858.25		11,858.25		

Floating Rate Notes											
Maturity Date	Face Value (\$)	Current Coupon	Security Name	Credit Rating	Purchase Price (\$)	Purchase Date	Current Value (\$)	Deal No.	Accrued Interest (\$)	Next Coupon Date	Reference
17-May-17	3,000,000.00	2.9800%	BEN Snr FRN (May17) BBSW+1.20%	A-2	3,007,948.76	12-Sep-13	3,018,928.14	398449	17,880.00	17-May-17	
19-Oct-18	2,500,000.00	2.5301%	CBA Snr FRN (Oct18) BBSW+0.78%	AA-	2,500,000.00	19-Oct-15	2,512,179.56	510101	2,079.56	19-Jul-17	
14-Nov-18	2,000,000.00	3.0450%	BEN Snr FRN (Nov18) BBSW+1.27%	A-	2,004,260.00	5-Feb-14	2,027,440.55	420520	12,680.55	15-May-17	
10-May-19	7,000,000.00	2.7700%	WBC Snr FRN (May19) BBSW+1.00%	AA-	7,000,000.00	11-Mar-16	7,097,728.63	533331	42,498.63	10-May-17	
29-Nov-19	2,000,000.00	3.2800%	GBS Snr FRN (Nov19) BBSW+1.50%	BBB+	2,000,000.00	29-Nov-16	2,003,617.81	534564	11,143.01	29-May-17	
21-Feb-20	3,000,000.00	2.8800%	BEN Snr FRN (Feb20) BBSW+1.10%	A-	3,000,000.00	21-Nov-16	3,026,083.15	534540	16,333.15	22-May-17	
20-Mar-20	3,000,000.00	3.0950%	CUA Snr FRN (Mar20) BBSW+1.30%	BBB+	3,000,000.00	20-Mar-17	3,010,924.11	534995	10,684.11	20-Jun-17	
7-Apr-20	3,000,000.00	3.1350%	NPBS Snr FRN (Apr20) BBSW+1.35%	BBB+	3,000,000.00	7-Apr-15	3,006,364.11	504013	6,184.11	7-Jul-17	
12-Apr-21	1,500,000.00	3.1450%	SUN Snr FRN (Apr21) BBSW+1.38%	A+	1,500,000.00	12-Apr-16	1,523,350.68	533415	2,455.68	12-Jul-17	
18-May-21	2,000,000.00	3.2600%	BoQ Snr FRN (May21) BBSW+1.48%	A-	2,000,000.00	18-May-16	2,042,244.11	533605	12,504.11	18-May-17	
29,000,000.00		2.9611%			29,012,208.76		29,268,860.85		134,442.91		

Waverley Council

Accrued Interest Report



Accrued Interest Report								
Asset Type	Deal Number	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days Accrued	Interest Accrued (\$)	Percentage Return
Cash								
Commonwealth Bank of Australia	120789	3,650,000.00				30		
Commonwealth Bank of Australia	120794	500,355.51				30		
Commonwealth Bank of Australia	120795	36,776.48				30		
Commonwealth Bank of Australia	120796	804,459.70				30		
Commonwealth Bank of Australia	120797	809,906.00				30		
Commonwealth Bank of Australia	120799	4,960.04				30		
Commonwealth Bank of Australia	120800	22,680.39				30		
Commonwealth Bank of Australia	120801	5,601.39				30		
Commonwealth Bank of Australia	370151	29,497.07				30		
Floating Rate Note								
BEN Snr FRN (May17) BBSW+1.20%	398449	3,000,000.00	17-Sep-13	17-May-17	0.00	30	7,347.95	2.98%
CBA Snr FRN (Oct18) BBSW+0.78%	510101	2,500,000.00	19-Oct-15	19-Oct-18	15,780.00	30	5,235.56	2.55%
BEN Snr FRN (Nov18) BBSW+1.27%	420520	2,000,000.00	10-Feb-14	14-Nov-18	0.00	30	5,005.48	3.05%
WBC Snr FRN (May19) BBSW+1.00%	533331	7,000,000.00	11-Mar-16	10-May-19	0.00	30	15,936.99	2.77%
GBS Snr FRN (Nov19) BBSW+1.50%	534564	2,000,000.00	29-Nov-16	29-Nov-19	0.00	30	5,391.78	3.28%
BEN Snr FRN (Feb20) BBSW+1.10%	534540	3,000,000.00	21-Nov-16	21-Feb-20	0.00	30	7,101.37	2.88%
CUA Snr FRN (Mar20) BBSW+1.30%	534995	3,000,000.00	20-Mar-17	20-Mar-20	0.00	30	7,631.51	3.09%
NPBS Snr FRN (Apr20) BBSW+1.35%	504013	3,000,000.00	7-Apr-15	7-Apr-20	22,638.90	30	7,727.67	3.13%
SUN Snr FRN (Apr21) BBSW+1.38%	533415	1,500,000.00	12-Apr-16	12-Apr-21	11,687.67	30	3,884.18	3.15%
BoQ Snr FRN (May21) BBSW+1.48%	533605	2,000,000.00	18-May-16	18-May-21	0.00	30	5,358.90	3.26%
					50,106.58		70,621.38	2.96%
Floating Rate Term Deposits								

Waverley Council

Accrued Interest Report



Accrued Interest Report								
Asset Type	Deal Number	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days Accrued	Interest Accrued (\$)	Percentage Return
Commonwealth Bank of Australia	533800	3,000,000.00	10-Mar-17	10-Jun-21	0.00	30	6,841.30	2.77%
					0.00		6,841.30	2.77%
Managed Funds								
New South Wales T-Corp	411310	2,025,313.57	1-Nov-15	29-Dec-17	0.00	30	3,412.86	2.07%
New South Wales T-Corp	505262	7,221,579.17	30-Jun-15	29-Dec-17	0.00	30	12,226.44	2.08%
					0.00		15,639.30	2.08%
Term Deposit								
Bank of Queensland	534448	2,500,000.00	12-Oct-16	12-Apr-17	34,530.14	11	2,086.99	2.77%
ME Bank	534658	4,000,000.00	12-Dec-16	12-Apr-17	37,128.77	11	3,375.34	2.80%
ME Bank	533432	1,000,000.00	21-Apr-16	19-Apr-17	31,824.66	18	1,578.08	3.20%
ME Bank	534536	2,500,000.00	16-Nov-16	19-Apr-17	29,534.25	18	3,452.05	2.80%
National Australia Bank	534050	3,500,000.00	20-Jul-16	26-Apr-17	77,863.01	25	6,952.05	2.90%
Bank of Queensland	534458	3,000,000.00	19-Oct-16	3-May-17	0.00	30	6,780.82	2.75%
Bank of Queensland	534470	3,000,000.00	31-Oct-16	10-May-17	0.00	30	6,780.82	2.75%
Bank of Queensland	534155	3,000,000.00	19-Aug-16	24-May-17	0.00	30	6,904.11	2.80%
Bendigo and Adelaide Bank	533747	2,000,000.00	31-May-16	31-May-17	0.00	30	4,849.32	2.95%
Bank of Queensland	534622	3,000,000.00	5-Dec-16	6-Jun-17	0.00	30	6,904.11	2.80%
Auswide Bank	534669	4,000,000.00	15-Dec-16	14-Jun-17	0.00	30	9,369.86	2.85%
Auswide Bank	534674	4,000,000.00	20-Dec-16	21-Jun-17	0.00	30	9,369.86	2.85%
Suncorp Bank	534623	3,000,000.00	5-Dec-16	4-Jul-17	0.00	30	6,904.11	2.80%
Suncorp Bank	534659	6,000,000.00	12-Dec-16	12-Jul-17	0.00	30	13,808.22	2.80%
National Australia Bank	534099	2,500,000.00	3-Aug-16	2-Aug-17	0.00	30	5,753.42	2.80%
Westpac Group	534115	3,000,000.00	9-Aug-16	9-Aug-17	0.00	30	7,397.26	3.00%
Westpac Group	534165	3,000,000.00	24-Aug-16	24-Aug-17	0.00	30	7,397.26	3.00%

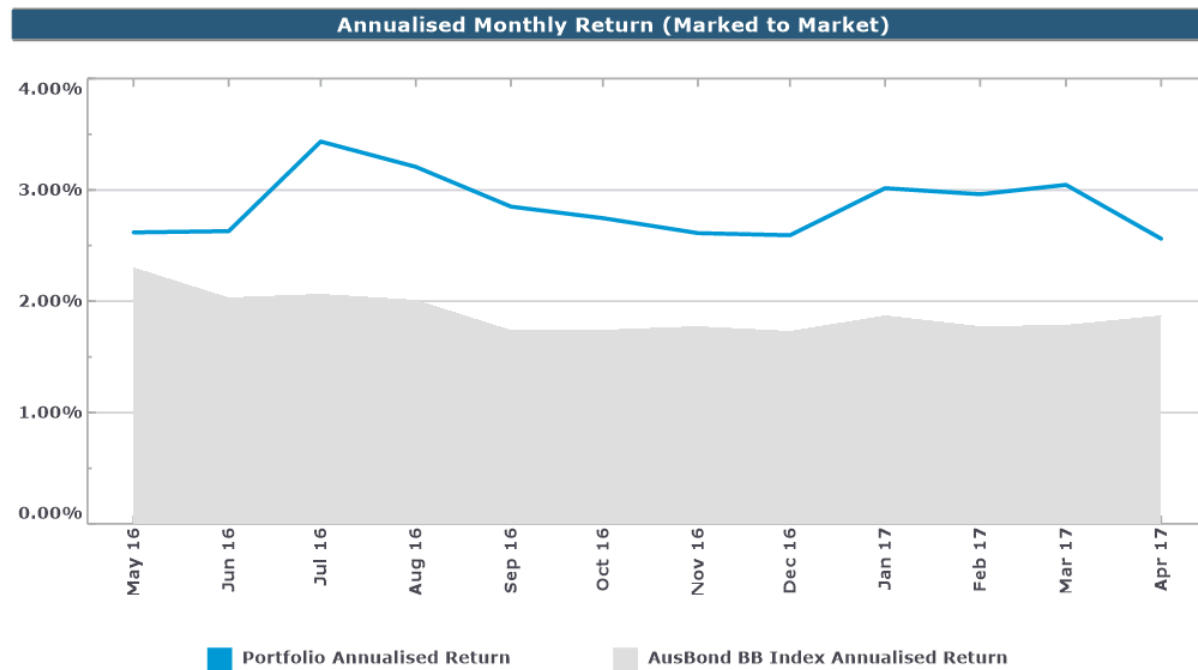
Waverley Council

Accrued Interest Report



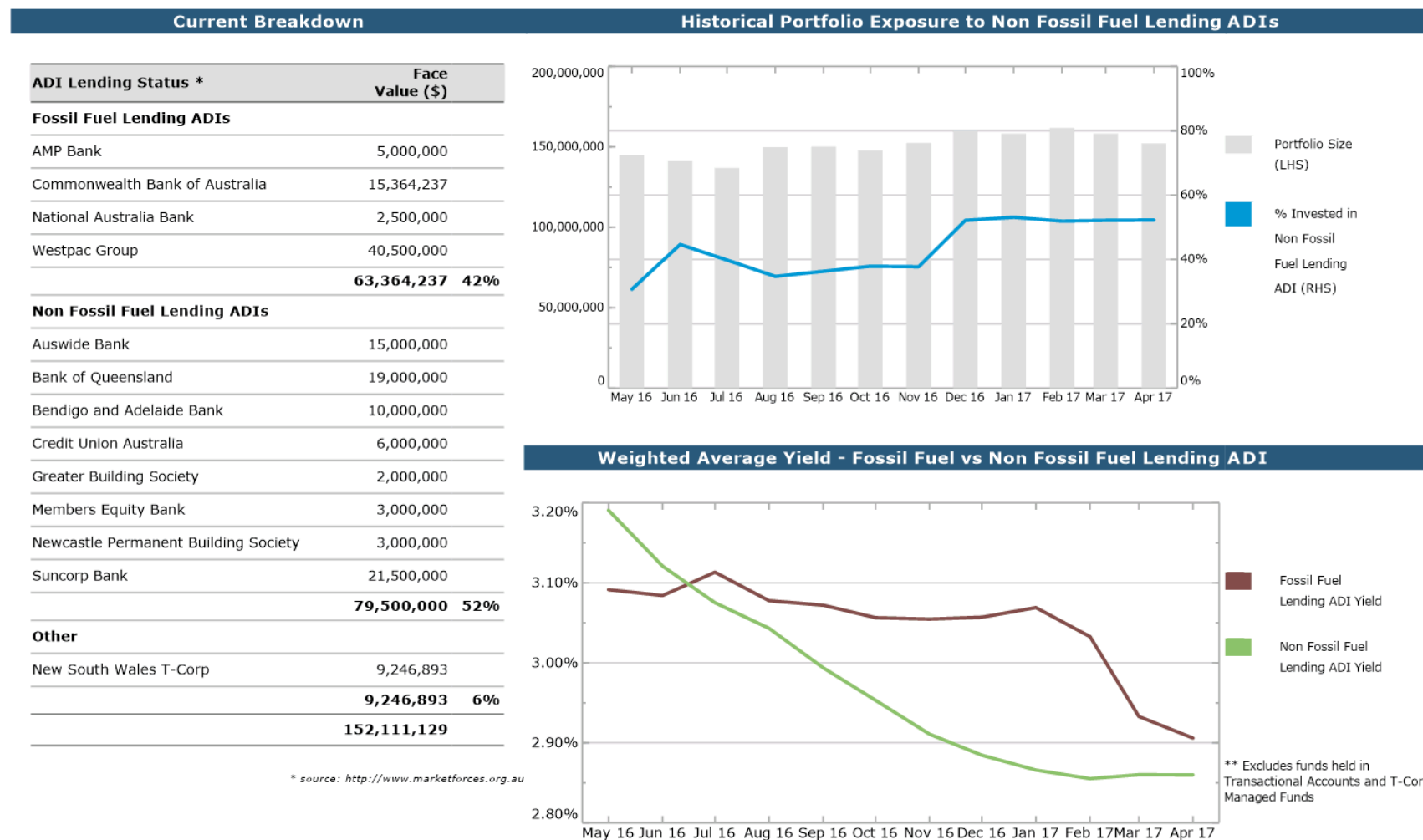
Accrued Interest Report								
Asset Type	Deal Number	Face Value (\$)	Settlement Date	Maturity Date	Interest Received (\$)	Days Accrued	Interest Accrued (\$)	Percentage Return
AMP Bank	534938	3,000,000.00	3-Mar-17	6-Sep-17	0.00	30	6,780.82	2.75%
ME Bank	534673	3,000,000.00	20-Dec-16	13-Sep-17	0.00	30	6,904.11	2.80%
Bank of Queensland	534672	3,000,000.00	20-Dec-16	20-Sep-17	0.00	30	6,904.11	2.80%
Westpac Group	534345	2,750,000.00	20-Sep-16	27-Sep-17	0.00	30	6,780.82	3.00%
Suncorp Bank	534881	3,000,000.00	15-Feb-17	11-Oct-17	0.00	30	6,484.93	2.63%
Westpac Group	534151	3,000,000.00	18-Aug-16	18-Oct-17	0.00	30	7,397.26	3.00%
Auswide Bank	535191	1,500,000.00	19-Apr-17	18-Oct-17	0.00	12	1,380.82	2.80%
Westpac Group	534449	2,500,000.00	12-Oct-16	25-Oct-17	0.00	30	6,164.38	3.00%
Bank of Queensland	534561	2,000,000.00	23-Nov-16	22-Nov-17	0.00	30	4,602.74	2.80%
Suncorp Bank	534806	3,000,000.00	31-Jan-17	29-Nov-17	0.00	30	6,534.25	2.65%
AMP Bank	535002	2,000,000.00	15-Mar-17	13-Dec-17	0.00	30	4,520.55	2.75%
Westpac Group	534347	2,750,000.00	20-Sep-16	20-Dec-17	0.00	30	6,780.82	3.00%
Suncorp Bank	534786	5,000,000.00	18-Jan-17	17-Jan-18	0.00	30	11,095.89	2.70%
Westpac Group	534348	2,750,000.00	20-Sep-16	24-Jan-18	0.00	30	6,780.82	3.00%
Commonwealth Bank of Australia	535109	4,000,000.00	30-Mar-17	7-Feb-18	0.00	30	8,778.08	2.67%
Credit Union Australia	534968	3,000,000.00	7-Mar-17	7-Mar-18	0.00	30	6,904.11	2.80%
Westpac Group	534346	2,750,000.00	20-Sep-16	11-Apr-18	0.00	30	6,780.82	3.00%
Auswide Bank	535190	2,000,000.00	19-Apr-17	18-Apr-18	0.00	12	1,873.97	2.85%
Auswide Bank	535197	3,500,000.00	27-Apr-17	24-Apr-18	0.00	4	1,054.79	2.75%
Westpac Group	534166	3,000,000.00	24-Aug-16	24-Aug-18	0.00	30	7,643.84	3.10%
Westpac Group	534344	4,000,000.00	20-Sep-16	26-Sep-18	0.00	30	10,191.78	3.10%
Westpac Group	534489	2,000,000.00	3-Nov-16	6-Nov-18	0.00	30	4,931.51	3.00%
Westpac Group	534167	2,000,000.00	24-Aug-16	26-Aug-19	0.00	30	5,260.27	3.20%
					210,880.82		252,195.21	2.86%
Grand Totals					260,987.40		345,297.19	2.83%

Waverley Council
Investment Performance Report



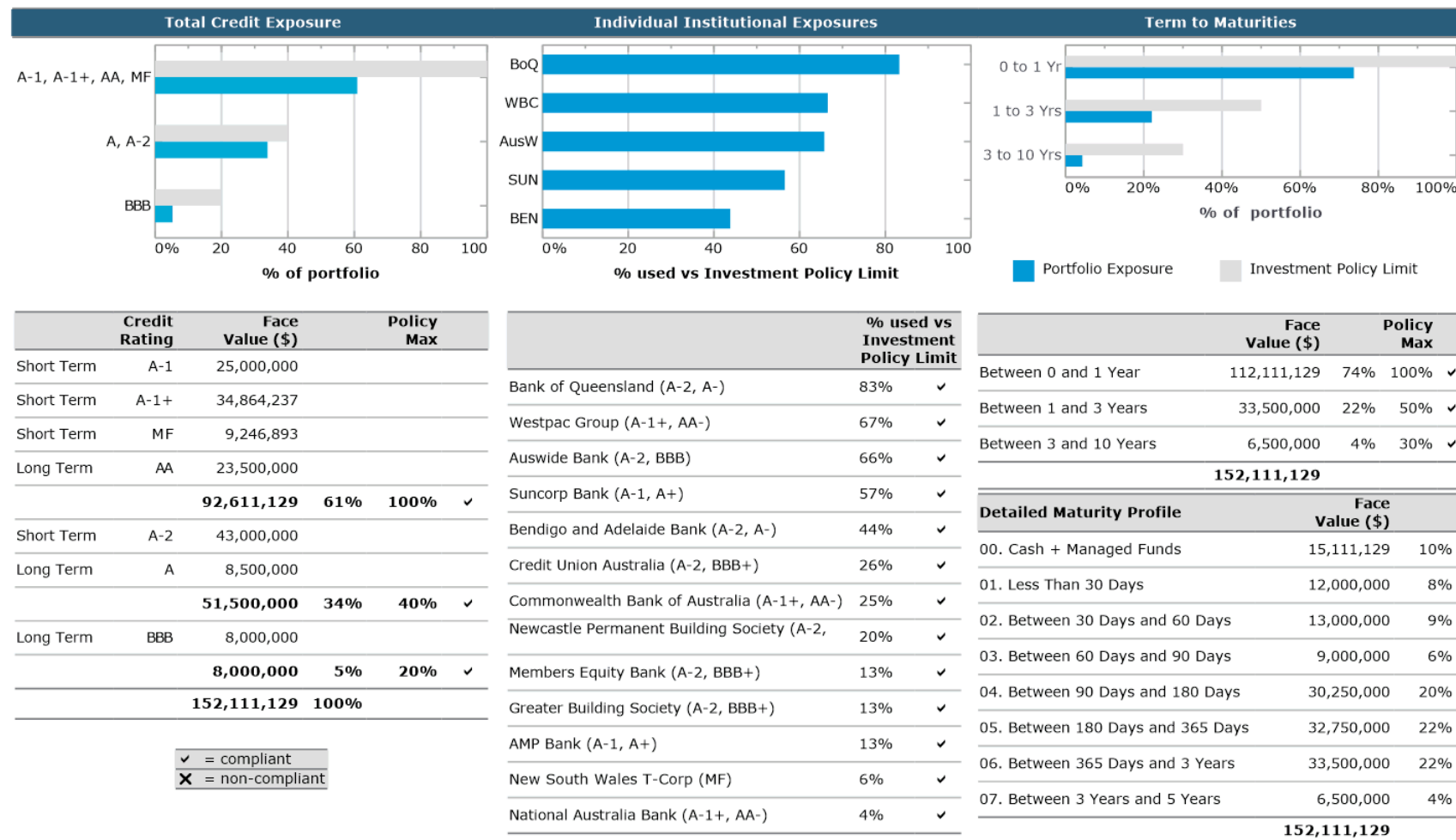
Historical Performance Summary			
	Portfolio	AusBond BB Index	Outperformance
Apr 2017	2.56%	1.87%	0.70%
Last 3 Months	2.86%	1.81%	1.05%
Last 6 Months	2.80%	1.80%	1.00%
Financial Year to Date	2.90%	1.83%	1.07%
Last 12 months	2.86%	1.89%	0.97%

Waverley Council Environmental Commitments Report



Waverley Council

Investment Policy Compliance Report

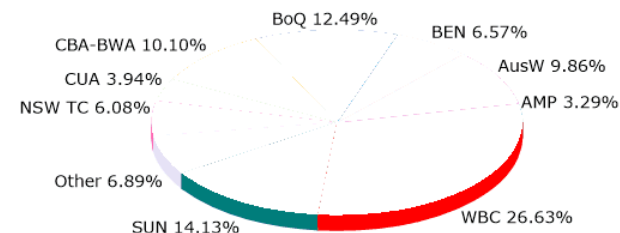


Waverley Council

Individual Institutional Exposures Report



Individual Institutional Exposures				Individual Institutional Exposure Charts	
Parent Group	Credit Rating	Portfolio Exposure (\$)	Investment Policy Limit (\$)		
AMP Bank	A-1, A+	5,000,000	38,027,782		
Auswide Bank	A-2, BBB	15,000,000	22,816,669		
Bank of Queensland	A-2, A-	19,000,000	22,816,669		
Bendigo and Adelaide Bank	A-2, A-	10,000,000	22,816,669		
Commonwealth Bank of Australia	A-1+, AA-	15,364,237	60,844,452		
Credit Union Australia	A-2, BBB+	6,000,000	22,816,669		
Greater Building Society	A-2, BBB+	2,000,000	15,211,113		
Members Equity Bank	A-2, BBB+	3,000,000	22,816,669		
National Australia Bank	A-1+, AA-	2,500,000	60,844,452		
New South Wales T-Corp	MF	9,246,893	152,111,129		
Newcastle Permanent Building Society	A-2, BBB+	3,000,000	15,211,113		
Suncorp Bank	A-1, A+	21,500,000	38,027,782		
Westpac Group	A-1+, AA-	40,500,000	60,844,452		
		152,111,129			



Waverley Council

Cash Flows Report



Current Month Cashflows

Transaction Date	Deal No.	Cashflow Counterparty	Asset Type	Cashflow Description	Cashflow Received
7-Apr-17	504013	Newcastle Permanent Building Society	Floating Rate Note	Coupon - Received	22,638.90
				<u>Deal Total</u>	<u>22,638.90</u>
				Day Total	22,638.90
12-Apr-17	533415	Suncorp Bank	Floating Rate Note	Coupon - Received	11,687.67
				<u>Deal Total</u>	<u>11,687.67</u>
	534448	Bank of Queensland	Term Deposits	Interest - Received	34,530.14
		Bank of Queensland	Term Deposits	Maturity Face Value - Received	2,500,000.00
				<u>Deal Total</u>	<u>2,534,530.14</u>
	534658	ME Bank	Term Deposits	Interest - Received	37,128.77
		ME Bank	Term Deposits	Maturity Face Value - Received	4,000,000.00
				<u>Deal Total</u>	<u>4,037,128.77</u>
				Day Total	6,583,346.58
19-Apr-17	510101	Commonwealth Bank of Australia	Floating Rate Note	Coupon - Received	15,780.00
				<u>Deal Total</u>	<u>15,780.00</u>
	533432	ME Bank	Term Deposits	Interest - Received	31,824.66
		ME Bank	Term Deposits	Maturity Face Value - Received	1,000,000.00
				<u>Deal Total</u>	<u>1,031,824.66</u>
	534536	ME Bank	Term Deposits	Interest - Received	29,534.25
		ME Bank	Term Deposits	Maturity Face Value - Received	2,500,000.00
				<u>Deal Total</u>	<u>2,529,534.25</u>
	535190	Auswide Bank	Term Deposits	Settlement Face Value - Paid	-2,000,000.00
				<u>Deal Total</u>	<u>-2,000,000.00</u>
	535191	Auswide Bank	Term Deposits	Settlement Face Value - Paid	-1,500,000.00
				<u>Deal Total</u>	<u>-1,500,000.00</u>
				Day Total	77,138.90
26-Apr-17	534050	National Australia Bank	Term Deposits	Interest - Received	77,863.01
		National Australia Bank	Term Deposits	Maturity Face Value - Received	3,500,000.00
				<u>Deal Total</u>	<u>3,577,863.01</u>

Waverley Council
 Cash Flows Report

Current Month Cashflows

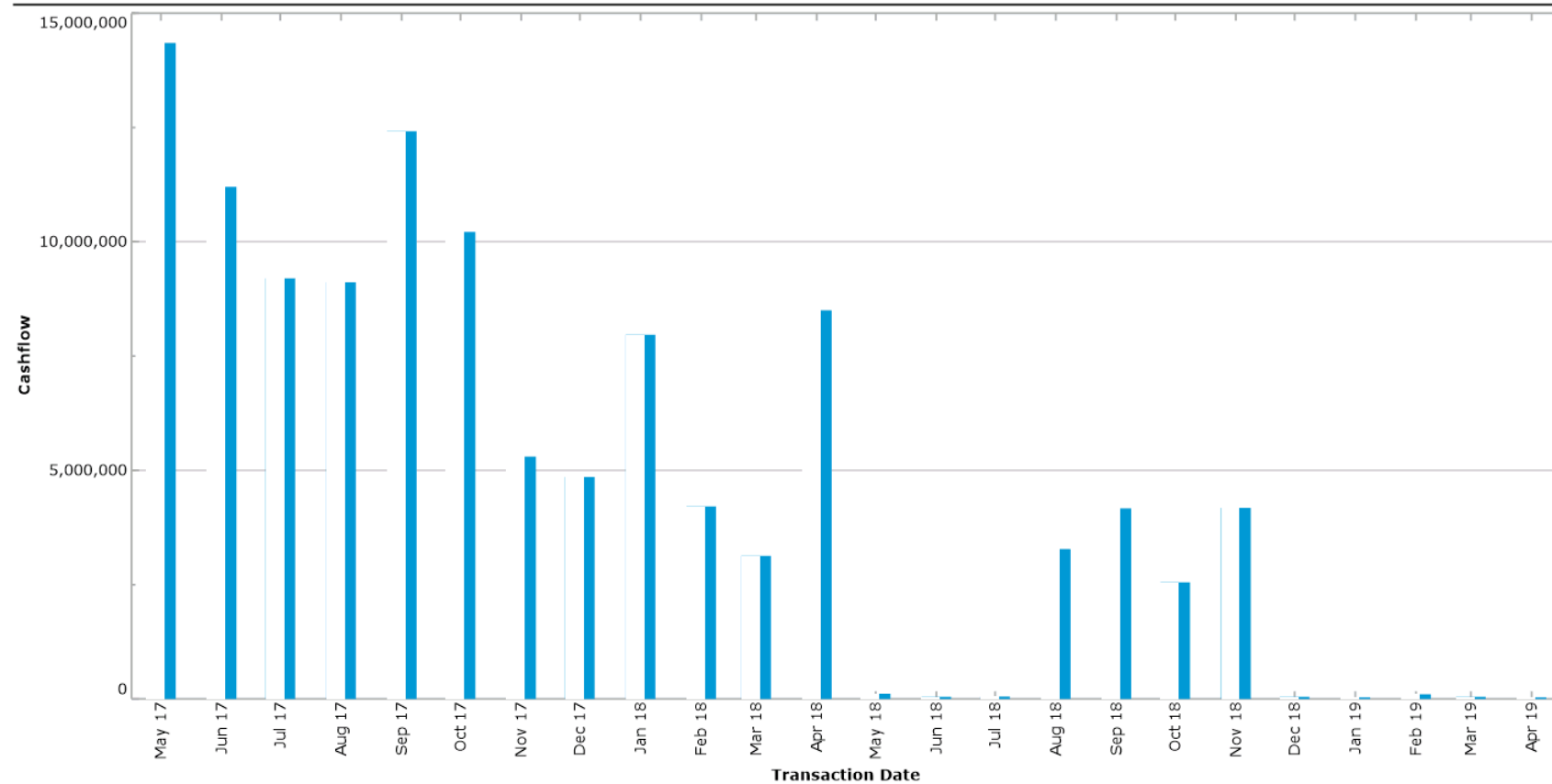
<u>Transaction Date</u>	<u>Deal No.</u>	<u>Cashflow Counterparty</u>	<u>Asset Type</u>	<u>Cashflow Description</u>	<u>Cashflow Received</u>
Day Total					3,577,863.01
27-Apr-17	535197	Auswide Bank	Term Deposits	Settlement Face Value - Paid	-3,500,000.00
<u>Deal Total</u>					<u>-3,500,000.00</u>
Day Total					-3,500,000.00
Net Cash Movement for Period					6,760,987.40

Next Month Cashflows

<u>Transaction Date</u>	<u>Deal No.</u>	<u>Cashflow Counterparty</u>	<u>Asset Type</u>	<u>Cashflow Description</u>	<u>Cashflow Due</u>
3-May-17	534458	Bank of Queensland	Term Deposit	Interest - Received	44,301.37
		Bank of Queensland	Term Deposit	Maturity Face Value - Received	3,000,000.00
<u>Deal Total</u>					<u>3,044,301.37</u>
Day Total					3,044,301.37
10-May-17	533331	Westpac Group	Floating Rate Note	Coupon - Received	47,279.73
<u>Deal Total</u>					<u>47,279.73</u>
	534470	Bank of Queensland	Term Deposit	Interest - Received	43,171.23
		Bank of Queensland	Term Deposit	Maturity Face Value - Received	3,000,000.00
<u>Deal Total</u>					<u>3,043,171.23</u>
Day Total					3,090,450.96
15-May-17	420520	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	15,016.44
<u>Deal Total</u>					<u>15,016.44</u>
Day Total					15,016.44
17-May-17	398449	Bendigo and Adelaide Bank	Floating Rate Note	Maturity Face Value - Received	3,000,000.00
		Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	21,798.90
<u>Deal Total</u>					<u>3,021,798.90</u>
Day Total					3,021,798.90
18-May-17	533605	Bank of Queensland	Floating Rate Note	Coupon - Received	15,540.82
<u>Deal Total</u>					<u>15,540.82</u>
Day Total					15,540.82
22-May-17	534540	Bendigo and Adelaide Bank	Floating Rate Note	Coupon - Received	21,304.11
<u>Deal Total</u>					<u>21,304.11</u>

Waverley Council
 Cash Flows Report


Next Month Cashflows					
<u>Transaction Date</u>	<u>Deal No.</u>	<u>Cashflow Counterparty</u>	<u>Asset Type</u>	<u>Cashflow Description</u>	<u>Cashflow Due</u>
Day Total					21,304.11
24-May-17	534155	Bank of Queensland	Term Deposit	Interest - Received	63,978.08
		Bank of Queensland	Term Deposit	Maturity Face Value - Received	3,000,000.00
<u>Deal Total</u>					<u>3,063,978.08</u>
Day Total					3,063,978.08
29-May-17	534564	Greater Building Society	Floating Rate Note	Coupon - Received	16,175.34
<u>Deal Total</u>					<u>16,175.34</u>
Day Total					16,175.34
31-May-17	533747	Bendigo and Adelaide Bank	Term Deposit	Interest - Received	59,000.00
		Bendigo and Adelaide Bank	Term Deposit	Maturity Face Value - Received	2,000,000.00
<u>Deal Total</u>					<u>2,059,000.00</u>
Day Total					2,059,000.00
Net Cash Movement for Period					14,347,566.03

Waverley Council
Cash Flows Report

REPORT
CM/7.11/17.05

Subject: Petition - Parking Restrictions in Bon Accord Avenue, Bondi Junction

TRIM No.: A02/0638

Author: Natalie Kirkup, Governance and Internal Ombudsman Officer

Director: Cathy Henderson, Acting General Manager

RECOMMENDATION:

That the petition requesting the introduction of parking restrictions in Bon Accord Avenue, Bondi Junction, be forwarded to the Executive Manager, Creating Waverley, for appropriate action.

1. Executive Summary

Council has received a petition containing 31 signatures from residents of Bon Accord Avenue requesting the introduction of timed two-hour parking in their street, Monday–Saturday, 7 am–10 pm, including public holidays.

It is recommended that the petition be forwarded to the Executive Manager, Creating Waverley, for appropriate action.

2. Introduction/Background

Council accepts petitions from persons who have an interest in the Waverley Local Government Area as residents, landowners, business people or in some other capacity. Petitions must concern matters that Council is authorised to determine.

3. Relevant Council Resolutions

Nil.

4. Discussion

The subject of the petition states:

‘To introduce timed 2 hour parking [in] Bon Accord Avenue, Bondi Junction Monday–Saturday, including public holidays, 7 am–10 pm, including public holidays.’

The action requested states:

‘We, the undersigned, petition the Mayor and the Councillors of Waverley to recognise and acknowledge [that] the residents of Bon Accord Ave have [a] right to park with convenience outside or near our homes 24/7. Currently the majority of parking spaces on Bon Accord Ave are occupied by:

- *Stolen or abandoned vehicles.*

- *Those seeking convenient free all-day parking.*
- *Non-residents who work near or at the Junction.*

Future Council-approved building developments at Central Synagogue's Function Centre and all associated well-patronised functions will further limit our ability to park our vehicles on Bon Accord Avenue...near our homes.

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: G2 Our community is actively engaged in well-informed decision processes.
Strategy: G2b Provide opportunities in a variety of forums for all stakeholders to contribute to community decision making..
Deliverable: A website that supports community comment and engagement and includes a 'Have a Say' portal.

6. Financial impact statement/Timeframe/Consultation

There is no financial impact in Council receiving the petition.

7. Conclusion

It is recommended that Council refers the petition to the Executive Manager, Creating Waverley, for appropriate action.

8. Attachments:

Nil

REPORT
CM/7.12/17.05

Subject: 8-10 Roberts Avenue, Randwick - Affordable Housing

TRIM No.: A14/0349

Author: Leisa Simmons, Manager Housing Programs and Community Support
Annette Trubenbach, Executive Manager Caring Waverley

Director: Rachel Jenkin, Acting Director, Waverley Life

RECOMMENDATION:

That Council:

1. Retain the existing Torrens Title to the property known as 8-10 Roberts Avenue, Randwick, which is owned as tenants in common with Bridge Housing Ltd in equal (50/50) shares.
2. Officers work with Bridge Housing to draft a Co-Owners and Management Deed to replace the existing Memorandum of Understanding (MoU) and a further report be presented to the June 2017 Council Meeting for consideration of the deed and proposed refurbishment scope of works.

1. Executive Summary

In August 2014 Council signed a Memorandum of Understanding (MOU) with Bridge Housing to facilitate the joint purchase of a suitable property for the purpose of providing affordable housing. The MOU also covered the steps required for the parties to plan and undertake any renovation works and if necessary, undertake strata titling of the property.

In July 2016 Council completed the purchase of 8-10 Roberts Avenue Randwick together with Bridge Housing Ltd. The building purchased is a 4 x 2 bed art deco 'walk up' located within easy reach of amenities including shops, open space and public transport. The property was purchased under Torrens Title as tenants in common in equal (50/50) shares. The MOU provides for partition of the property under strata title. Following investigation, Officers recommend that retaining ownership under Torrens Title, and developing Co-Owners and Management Deeds, would be a more cost effective option in the case of this building, which has a simple configuration and was purchased with equal contributions from both parties. Bridge Housing has advised it will support this approach should it receive Council's endorsement.

2. Introduction/Background

In August 2014, Council endorsed a proposal to enter into a partnership with Bridge Housing Ltd to facilitate the purchase of additional stock for its affordable housing program. The proposal, and associated documentation, was assessed by the Office of Local Government, under Section 400B of the Local Government Act (1993), as a Private Public Partnership and was determined to have 'low risk', with no requirement for ongoing oversight.

Following this determination, a Memorandum of Understanding (MOU) between Council and Bridge Housing was finalised and signed by the authorized representatives of both parties (see Attachment 1). The MOU enabled the two parties, with differing amounts of capital, to consider buildings in a wide variety of configurations and condition. It provided the parties with a robust framework that guided the search for

and purchase of a suitable property. The MOU further outlined the steps required to develop a plan, including costings, and undertake any renovation works required to bring the property up to the standard required for affordable housing. The MOU also proposes to undertake strata titling of the property and partition title the property so that each party ends up owning whole units according to their agreed proportion.

After several unsuccessful attempts to locate a suitable property, the purchase of 8-10 Roberts Avenue, Randwick was finally completed in July 2016.

3. Relevant Council Resolutions

Council or Committee Meeting & Date	Minute No.	Decision
Council Meeting 23 May 2016	CM/5.1/16.05E	<p>That Council:</p> <ol style="list-style-type: none"> 1. Treats this report as confidential as it relates to a matter specified in section 10A(2)(c) of the Local Government Act 1993. The report contains information that would, if disclosed, confer a commercial advantage on a person with whom the Council is conducting (or proposes to conduct) business. 2. Commits to an extension of the Memorandum of Understanding with Bridge Housing until 31 July 2016 to facilitate the joint purchase of the property described in section 4 of the confidential report. 3. Authorises the General Manager to complete all necessary arrangements to purchase as tenants in common with Bridge Housing Limited the 'Suitable Property' identified in section 4 of the confidential report, provided that: <ol style="list-style-type: none"> (a) The maximum offer or bid to purchase the property be the Bridge/ Waverley Upper Purchase Price referred to in the Purchase Proposal (Attachment 1) of the confidential memo tabled at the meeting. (b) Legal advice on the Contract of Sale is acceptable to the Mayor and General Manager. (c) The purchase proposal is consistent with the terms of the Memorandum of Understanding. (d) Bridge Housing has agreed to the purchase. 4. Authorises the Bridge Housing Development Director to make an offer and negotiate, or, if necessary, bid at auction and negotiate, on behalf of Council as joint purchaser of the property up to an amount that is no higher than the Bridge/ Waverley Upper Purchase Price referred to in the Purchase Proposal (Attachment 1) of the confidential memo tabled at the meeting, and that the General Manager

Council or Committee Meeting & Date	Minute No.	Decision
		<p>executes and provides the documentation necessary to the agent or others to facilitate this.</p> <p>5. Considers, if the purchase is successful, a further report to endorse the proposed allocation of units and apportioning of costs between Bridge Housing and Council, using the process set out in the MOU.</p> <p>6. Investigates what, if any, opportunities may be available for the development, or redevelopment, of appropriate land or buildings, or the purchase of individual units or units in line, in Waverley and surrounding suburbs for affordable housing, including approaching Housing NSW jointly with Bridge Housing to determine whether they may have any sites that they would be willing to contribute to the project.</p>
Operations Committee Meeting 6 October 2015	OC/5.3/15.10	<p>That Council:</p> <p>1. Commits to an extension of the Memorandum of understanding with Bridge Housing until 31 March 2016 to facilitate the joint purchase of a property for the purposes of affordable housing.</p> <p>2. Endorses expansion of the property search into the Randwick Local Government Area.</p>
Council Meeting 19 August 2014	CON.22/14	<p>That:</p> <p>1. The report titled MOU for purchase of Affordable Housing be treated as confidential in accordance with section 11(3) of the Local Government Act 1993, as it relates to a matter specified in section 10A(2) of the Local Government Act 1993;</p> <p>2. Council authorises the submission of the <i>Affordable Housing Submission</i> to the Department of Local Government for assessment and feedback.</p> <p>3. Council authorises the General Manager and/or his delegate to finalise minor details in the Memorandum of Understanding (MOU) with Bridge Housing Ltd and to continue discussions with the Department.</p> <p>4. Council authorises the Mayor and General Manager to sign the Memorandum of Understanding (MOU) with Bridge Housing Ltd.</p>
Council Meeting 19 November 2013	1311.18.5	<p>That:</p> <p>1. The Report be treated as confidential in accordance with section 11(3) of the Local Government Act 1993, as it relates to a matter</p>

Council or Committee Meeting & Date	Minute No.	Decision
		<p>specified in section 10A(2) of the Local Government Act 1993.</p> <ol style="list-style-type: none"> 2. Council note the advice from Community Housing NSW that the proposed renewal of 91-93 O'Brien Street is unlikely to proceed. 3. Council note that the \$1 million previously allocated by Waverley Council to the 91-93 O'Brien Street renewal will require reallocation to future Waverley Council affordable housing projects. 4. Council endorse the development of a draft Memorandum of Understanding between Waverley Council and Bridge Housing for the purpose of purchasing a residential flat building in Waverley for the provision of affordable housing, as per the proposal set out in the report, with the Draft Memorandum of Understanding to be brought back to Council for final approval.

4. Discussion

4.1 The Property

The building purchased at 8-10 Roberts Avenue Randwick is a two storey 'walk up', constructed of brick and tile. The property has, at its core to the rear, a Victorian era building that has been extensively extended, probably in the 1940s, to create an art deco style residential flat building. It consists of 4 x 2 bed room units, with two common laundries at the rear. Both ground floor units are 61 m², and both 1st floor units are 65m².

The building is located on a level block of 538.8 m², which is zoned R3 medium density under the Randwick LEP 2012. It is around the corner from the Frenchmans Road shops, within walking distance of Queens Park, and about 2.8 km from the Bondi Junction rail station. It has no off street parking but good access to bus transport, and will also have easy access to the Randwick light rail line when this is completed.

The building inspections conducted prior to purchase found the building to be in reasonable condition for its age, with modernized interiors in very good condition. A program of works to secure the building for the long term provision of comfortable, financially sustainable affordable housing was identified and approved by both parties prior to purchase and this is currently being reviewed to ensure compliance with current affordable housing standards.

4.2 Tenancies

The building was fully tenanted at the time of purchase. Tenants were advised that the parties had purchased the property for the purpose of the provision of affordable housing, and were invited to apply using criteria established under the Waverley Affordable Housing Tenancy Policy. Bridge Housing extended its 24 hour repairs service to include the building, but otherwise existing management arrangements were retained until the completion of all existing tenancy agreements in February 2017.

Tenants ineligible for an affordable housing tenancy were issued with a 90 day notice in March 2017, with 1 July established as the target date for the property's transition to affordable housing. During this period all income and expenditure has been split 50/50 between Council and Bridge Housing.

4.3 Ownership

Council and Bridge Housing purchased the property under Torrens Title as tenants in common in equal (50/50) shares. The MOU between Council and Bridge provides for partition of the property following completion of refurbishment, using strata title. The MOU was drafted to facilitate a joint purchase by two parties with differing total amounts of capital to contribute, and was therefore designed to provide certainty for a wide variety of possible scenarios in terms of building configuration and contributions. The building eventually purchased at 8-10 Roberts Avenue was a simple 4 x 2 bed configuration, purchased with equal contributions from both parties.

Council Officers have investigated the key requirements of Torrens Title and Strata Title and these are outlined in the table below:

Overview of Requirements –Torrens vs. Strata Title		
Requirements	Retain Torrens Title as Tenants in Common in 50/50 shares	Convert to Strata Title
Building modifications	No. None required.	Yes. Will require increased separation of units
DA Application	No. Not required.	Yes. An application for strata subdivision is required
Legal advice/ drafting	Yes. Draft Co-owners and Management Deeds	Yes. Prepare documents to establish an Owners Corporation
New requirements for on-going management	No. The property can be managed using the management arrangements already in place for Council's Affordable Housing Program.	Yes. Obligations under the Strata Management Act 2015 include the requirement to establish and keep separate accounts and other records in the name of the Owners Corporation

An application for strata subdivision will result in a test of compliance with current BCA standards for separation of units. The separation is likely to require modifications to the building. Determining the extent of modifications will require additional specialist consultant advice and will need to be factored into any refurbishment costs.

Strata subdivision will also generate ongoing obligations (costs) on the parties under the Strata Schemes Management Act 2015. These include requirements that separate accounts for administration and capital works are established and maintained in the name of the body corporate, and that contributions are collected and accounted for.

Following investigation of the requirements for strata subdivision, Officers recommend retaining the existing Torrens Title with joint ownership with Bridge Housing in equal (50/50) shares. Should Council agree to maintain ownership under Torrens Title, Council Officers further recommend the development of a Co-Owners Deed and Management Deed. Bridge Housing has advised it would support this approach should it receive Council's endorsement.

4.4 Successful model and proposed deed specifics

Officers propose that retaining the existing title and developing and registering Co-owners and Management Deeds is a more cost effective option for this building that can provide both parties with certainty as to ownership, including options for disposal.

A similar arrangement works well for the residential flat building at 70-72 Newland Street which Council owns jointly as tenants in common with the NSW Land and Housing Corporation.

The proposed Co-owners Deed for 8-10 Roberts Avenue would cover the following:

- The purpose of the property
- The nature of the title and the portions held by each party
- The units to which each party has nomination rights
- The tenancy policies that will apply
- Entitlement to income and responsibility for outgoings, insurance and maintenance
- Requirements for management of the property and the tenancies it provides
- A process according to which either party can dispose of its portion. In the process proposed, each party must be given first offer if one wishes to sell. If the party declines to purchase, then the whole property must be sold, and the balance shared by the parties in their respective proportions
- A process for dispute resolution.

The proposed Management Deed would cover the following:

- Rights and responsibilities in relation to specified portions of the property including a tenancy policy
- Responsibility for inspections including fire safety
- Responsibility for outgoings including insurance, rates, water rates, cleaning and yard maintenance
- Responsibility for ongoing maintenance
- Responsibility for all necessary and agreed refurbishment works

5. Relationship to Waverley Together 3 & Delivery Program 2013-17

The relationship to *Waverley Together 3* and *Delivery Program 2013-17* is as follows:

Direction: C3 Housing options are available to enable long term residents and those with a connection to the community to remain in Waverley.

Strategy: C3b Ensure Council's own portfolio of housing is affordable and accessible..

Deliverable: Affordable housing for low to moderate incomes households who are unable to secure rental housing and who demonstrate a strong connection to the Waverley LGA.

6. Financial impact statement/Timeframe/Consultation

The funds to cover this project are available from Council's Affordable Housing Reserve.

A report will come back to Council in June 2017 regarding the Co-owners and Management Deed and the proposed scope of works for the refurbishment.

Consultation with Bridge Housing is ongoing throughout the process.

7. Conclusion

In its current configuration the residential flat building at 8-10 Roberts Avenue Randwick provides tenants with safe, functional and pleasant accommodation within easy reach of amenities including shops, open space and public transport. The building is old, but its functionality can be maintained through prudent expenditure to secure its structural integrity, followed by responsible ongoing maintenance.

Officers of Council and Bridge have reviewed the obligations associated with a strata subdivision of the building, and concluded that in the case of this building, the additional costs, up front and ongoing, outweigh the benefits provided by partition into separate ownership. As an alternative, Officers recommend retaining ownership under Torrens Title as tenants in common with Bridge Housing in equal (50/50) shares, and developing Co-owners and Management Deeds that will provide certainty as to the rights and responsibilities of both of the owners.

8. Attachments:

1. Memorandum of Understanding

Memorandum of Understanding ("MOU")

1. The Parties

Bridge Name Bridge Housing Limited

ACN 135 570 955

Address 1/9 Lawson Square
Redfern NSW 2016

Telephone (02) 9699 6055

Fax (02) 9699 7055

Attention Jacqui Smyth
Christopher Dib

Waverley Name Waverley Council

ABN 12 502 583 608

Address 55 Spring Street
Bondi Junction NSW 2022

Telephone (02) 9369 8000

Fax (02) 9387 1820

Attention Leisa Simmons
Annette Trubenbach

2. Purpose of the MOU

The purpose of this MOU is to facilitate the joint purchase by the Parties of a suitable Property in the Waverley Local Government Area for the purpose of providing Affordable Housing. For the purposes of this MOU, the Project covers all steps necessary for the Parties to:

- (a) find a suitable Property;
- (b) purchase a suitable Property;
- (c) develop a plan, with costings for any renovation works required to bring the Property to the standard required for Affordable Housing;
- (d) undertake the works referred to in paragraph (c) above;
- (e) if necessary, undertake strata titling of the Property; and
- (f) partition title to the Property so that each Party ends up owning whole Units in the Property according to each Party's Agreed Proportion.

3. Definitions

The following definitions apply in this MOU, unless the contrary intention appears:

"Affordable Housing" means residential accommodation leased according to the provisions of the NSW Affordable Housing Guidelines (Family and Community Services, Housing NSW, July 2013) and the Waverley Affordable Housing Program Tenancy Policy.

"CAPMH" means Community and Private Market Housing under the Affordable Rental Housing State Environment Planning Policy.

"Project" includes all matters contemplated by this MOU, including without limitation:

- (a) finding a suitable Property,
- (b) conducting due diligence for the purpose of acquiring the Property,
- (c) purchase of the Property,
- (d) if required, renovating the Property; and
- (e) if necessary, strata titling; and
- (f) partitioning the Property.

"Agreed Contribution" means the financial contribution that each of the Parties agrees to make to the Joint Project Costs.

"Agreed Proportion" means each Party's proportion of ownership of any property purchased for the purposes of the Project as determined by clause 4.

"Board Approval" means the approval of Bridge's board of directors in relation to funding required by Bridge under clause 5.

"Building" means the building located on the Property.

"Joint Project Costs" means those costs in connection with the Project that are payable by the Parties jointly in accordance with their respective Agreed Contributions, including without limitation:

- costs of purchasing the Property;
- costs of all due diligence reports and analysis, including a high level schedule of works required for refurbishment/ renovation of a Building;
- Total Renovation Costs;
- legal costs;
- if applicable, costs associated with strata titling, partitioning and adjustment of Agreed Proportions in accordance with paragraph 8 below;
- any stamp duty, land tax and GST payable in respect of the Project; and
- other costs agreed by the parties from time to time,

except for the costs which this MOU states that do not form part of the Joint Project Costs and that are separately payable by each Party.

"Building Format" means the number and arrangement of units within the building.

"CAPMH Approval" means the approval of Community and Private Market Housing under Affordable Rental Housing State Environment Planning Policy in relation to funding required by Bridge under clause 5.

"Development Application" means any development application lodged with respect to the Property for the purposes of the Project and Affordable Housing.

"Parties" means Bridge and Council and **"Party"** means either one of them (as the case may be).

"Property" means the property located within the Waverly Local Government Area which will be acquired by the Parties under this agreement for the purposes of providing Affordable Housing.

"Renovation Works" means the renovation works required (if any) to bring the Property to a standard required for Affordable Housing.

"s96 Application" means an application under the Environmental Planning and Assessment Act 1979 to amend any Development Application.

"Total Renovation Costs" means all costs undertaken in the process of renovating the Building to the standard reasonably required by the Parties to ensure that the Property is able to be used for the purpose of Affordable Housing, including without limitation:

- cost of preparing a Development Agreement if required;
- cost of preparing a report or reports about the state and condition of the Property and the works required to bring the Property to the required standard;
- cost of preparing budgets, cost estimates, quantity surveys and other necessary analysis of costs associated with the renovation of the Property;
- design and other consultant fees (e.g. architect, planner, BCA, building services, engineers etc.) required for the design and submission of a Development Application and any s96s as required;
- any Council fees required for a Development Application and s96 Applications if required;
- costs relating to obtaining all other necessary approvals for the works;
- the cost of all building works contractors and builders who undertake the Renovation Works;
- any inspections etc. that are required during Renovation Works e.g. structural signoff, etc; and
- other costs incurred in connection with the Renovation Works for the Property.

"Unit" means a unit in the Property represented by a lot in a strata plan.

"Valuer" means a valuer who is:

- (a) a full member of at least five years' standing of the Australian Property Institute Incorporated; and
- (b) at the time of appointment has at least 5 years' experience; and
- (c) and is actively engaged, in valuing residential buildings and properties.

4. Financial Contributions and Ownership

Waverley has agreed to commit up to \$4,000,000 to the Project from funds held in its Affordable Housing Reserve. The funds are made up of contributions made by developers for the purpose of the provision of Affordable Housing and funds accumulated from the operation of Council's Affordable Housing Program.

Bridge has agreed to commit up to \$1,500,000 to the Project which is comprised of the amounts set out in clause 5(b).

The Agreed Contribution of each Party will be determined by agreement of the Parties prior to the purchase of the Property and after:

- (a) considering the extent of Total Renovation Costs required for the Renovation Works with cost estimates prepared by Bridge, using third party assistance if required;
- (b) obtaining estimates of the total Renovation Costs and Joint Project Costs;
- (c) if possible, obtaining the determination of the Office of State Revenue on whether stamp duty applies to the proposed purchase of the Property; and
- (d) making an allowance for any unforeseen or contingency costs.

The combined Agreed Contributions by each Party towards the Joint Project Costs will be the budget for the Project.

Each Party's Agreed Proportion will be determined by dividing the amount of its Agreed Contribution by the Joint Project Costs.

5. Approvals Required

The Parties agree and acknowledge that:

- (a) Council approval in the form of a resolution giving approval to bid for a specified property is required before a bid can be made on behalf of Council. In determining its approval, Council will consider any feedback provided by the Department of Local Government on the arrangement with Bridge Housing.
- (b) Bridge's maximum financial contribution, as set out in clause 4, is conditional on Bridge obtaining:
 - i. CAPMH Approval in relation to an amount for \$842,000; and
 - ii. Board Approval in relation to an amount for \$658,000.

Board approval in the form of a resolution giving approval to bid for a specified property is required before a bid can be made on behalf of Bridge. Board approval will be contingent upon approval from the Department of Family and Community Services, Housing NSW ("Department"), to invest CAPMH funds in the specified property.

The Parties agree that the conditions of the Funding Agreement between Bridge and the Department of Family and Community Services will affect the Project in the following ways:

- The Department will be named on the building insurance;
- The Department will be noted on the title deeds as having an interest in Bridge's portion of the property; and
- Bridge requires the agreement of the Department to sell its share of any Property purchased.

The Parties agree that the Council's interest in the property will not be affected by the Department of Family and Community Service's interest in Bridge's portion and that, subject to paragraph 18 below, the Council will be free to deal with its proportion of the property in its discretion.

6. Duration of this MOU

The Parties have agreed to commit their respective Agreed Contributions to this Project for a period of six months from the date of signing of this MOU. Should no purchase be made, the Project will be reviewed by the Parties at the end of the six month period. The Project may be extended for a further six month period, or if one of the Parties decides to withdraw, and no purchase has been made the Project will end.

If a Property has been purchased but has not yet been strata titled, then the Parties agree to sell the Property and distribute the proceeds in accordance with each Party's Agreed Contribution if either Party decides to withdraw.

7. Title

The Parties will acquire the Property as tenants in common in their respective Agreed Proportions.

The Parties agree that the interest of the Department of Family and Community Services will be registered on the Title as having an interest in Bridge Housing's portion of the property.

The Parties agree that if a Property acquired under this MOU is not strata titled, they will prepare and make an application and seek any other approvals required to convert the Property to strata title promptly on completion of agreed renovation works.

Subject to the Property being strata titled, the Parties agree to partition the Property so that each Party will own whole Units in the Property individually and will make any necessary adjustments in accordance with clause 8 to achieve this.

The number of Units that will be transferred to each Party in partition will be determined by each Party's Agreed Contribution and the value of each of the Units will be determined as set out in paragraph 8 below. The Parties agree that the costs of strata titling will form part of the Joint Project Costs and will be borne by each of the Parties in their Agreed Proportions.

8. Adjustment of Agreed Proportions of Ownership

The Parties agree that if a Property is acquired under this MOU, the Agreed Contributions made by each of the Parties and their Agreed Proportions will be adjusted to facilitate partition of the Property following its strata titling so that each Party will end up owning a whole number of Units. The adjustment of the Agreed Contributions and Agreed Proportions will be based on an independent valuation prepared by a Valuer to be obtained at the time of partitioning and will be adjusted to the nearest whole Unit. The Parties will jointly agree on and instruct a Valuer for the purpose of providing a valuation report for each Unit forming part of the Property.

Based on the value of each Unit, the Parties will partition the Property in accordance with the Parties' Agreed Proportions. If the partitioning results in the Parties owning part of a Unit, then the Parties must negotiate in good faith which Party ("Transferor") will transfer its part interest in the relevant Unit apartment to the other Party ("Transferee"). At the time of such

transfer, the Transferee must pay to the Transferor the amount equivalent to the value of the Transferor's interest in the relevant Unit. The Agreed Proportions and the Agreed Contributions will be adjusted accordingly to reflect the transfer and payment between the Transferor and Transferee under this clause.

The transfer of any part of the Property and Units, and adjustment of Agreed Proportions will be documented under an agreement to be entered into by the Parties for this purpose after the valuation is obtained. The costs associated with such transfer, adjustment and agreement will form part of the Joint Project Costs and will be paid by the Parties in proportions equal to their respective adjusted Agreed Contributions.

Bridge must use its best endeavours to apply to the Office of State Revenue NSW for an exemption from any stamp duty in connection with the acquisition of the Property, transfer of Units and partitioning of the Property. If stamp duty exemption is not granted, then stamp duty will form part of the Joint Project Costs and will be paid by the Parties in proportions equal to their respective adjusted Agreed Contributions.

9.Type and Standard of Property Sought

The Parties agree that the Property sought for purchase is a residential unit building or other building suitable for unit conversion in the Waverley Local government Area that is at, or can be brought up to, the standard required for rental as Affordable Housing. Units must be able to meet the identified need for housing in Waverley for singles and small families, so buildings with 1 and 2 bedroom units, or the capacity to become 1 and 2 bedrooms units, will be preferable. Units must be able to provide future tenants with safe, functional and pleasant accommodation.

The Parties agree and acknowledge that the Property sought must provide the Parties with a sound financial investment capable of supporting Affordable Housing that is financially sustainable over the long term.

10. Sourcing a Property

The Parties agree to the following procedures to manage the process of sourcing an appropriate Building:

- each Party has nominated officers, with appropriate expertise, who are responsible for the Project; and
- both Parties will monitor the real estate market within the Waverly Local Government Area for a suitable building and undertake initial property inspections.

11. Due Diligence

When both Parties agree that a Property has the potential to meet the agreed criteria for Affordable Housing, Bridge will undertake all necessary due diligence in relation to the suitability of that Property. This may include, but is not limited to, engaging consultants to procure the following:

- Building and pest inspection reports;
- Hydraulic inspection report;
- BCA fire inspection report; and
- Quantity Survey report.

Bridge will share these reports with Council.

When a Property that has been identified as a good prospect for purchase has been determined to be structurally sound, the Parties will agree on a Building Format that will maximise their investment and Bridge will procure the following documents:

- (a) a high level schedule of the works required to be undertaken to refurbish and renovate the Property to the standard required for its use as Affordable Housing to the reasonable satisfaction of both Parties; and
- (b) a high level schedule of cost estimates for the works.

Bridge will request each service provider to issue an invoice in the joint names of the Council and Bridge and each Party must pay its Agreed Proportion of the invoice no later than 28 days after being issued.

The Council will arrange:

- (a) an advice on whether the Property is capable of being strata titled; and
- (b) if applicable, the estimate of costs of strata titling, partitioning and any costs payable for the transfer of a part of the Property as a result of the adjustment of the Agreed Proportions contemplated by paragraph 8 above.

The cost of all of the above due diligence reports and advice will be paid by the Parties as follows:

- (a) if a suitable Property is purchased, then the cost of any due diligence reports and advice will form part of the Joint Project Costs which will be paid by the Parties in proportions equal to their respective Agreed Contributions; and
- (b) if a suitable Property is not purchased, then:
 - a. the Council will pay 66.7%; and
 - b. Bridge will pay 33.3%,

of the cost of any due diligence reports and advice.

Each Party will arrange, at its own cost which will not form part of the Joint Project Costs, for an independent building valuation by an appropriately qualified building valuer, and share the results with the other Party. Such valuation should set out the value of the Property as a whole and the value of each Unit forming part of the Property to enable the Parties to estimate any adjustment of Agreed Contributions required to facilitate the partitioning of the Property as set out in clause 8.

Each Party will obtain, at its own cost which will not form part of the Joint Project Costs, independent legal advice on the contract of sale, and share any concerns identified with the contract of sale and Property.

Bridge will use its reasonable endeavours to apply to the Office of State Revenue for an exemption from any stamp duty on the purchase of the relevant Property.

The Parties will use their best endeavours to undertake the above tasks as soon as practicably reasonable to allow each Party to consider the anticipated acquisition and Joint Project Costs.

12. Making an offer or bidding at auction and negotiating with the vendor

Once the due diligence has been completed and the Parties determine that the Property is suitable for the Project, then each Party will seek authority to proceed as follows:

- the Parties will meet to determine a maximum bid price for the Property ("**Maximum Offer**");
- Bridge will undertake negotiations with the vendor on behalf of the Parties, or if the Property is being auctioned, a representative of Bridge will attend the auction to bid on behalf of the Parties. For avoidance of doubt, Bridge will not make an offer or bid for the Property which exceeds the Maximum Offer.

13. Conveyancing

Council will arrange for conveyancing by an independent third party agreed by both Parties at the time of purchase of the Property. This will form part of the Joint Project Costs which will be paid by the Parties in proportions equal to their Agreed Contributions.

14. Apportioning the Costs of Purchase

The Parties acknowledge that:

- (a) as a local government authority, Council is exempt from paying stamp duty and land tax;
- (b) as a registered not for profit organisation, Bridge may, in certain circumstances, be exempt from paying stamp duty and land tax.

Bridge will use its best endeavours to apply for and obtain an exemption from paying stamp duty and land tax for this Project. If any liability for stamp duty or land tax is identified, this will form part of the Joint Projects Costs which will be paid by the Parties in proportions equal to their Agreed Contributions.

The costs of all due diligence reports will be paid in the manner set out in clause 11 above.

Bridge may charge a one-off fee of \$500 to the Council per property for procuring any due diligence reports under clause 11. Council will pay Bridge this amount within 28 working days of receipt of an invoice issued by Bridge. This cost will not form part of the Joint Project Costs.

Council will pay a one-off fee of \$500 to Bridge per property for conducting negotiations with the vendor and arranging for a representative to bid at auction on behalf of the Parties. This cost will not form part of the Joint Project Costs.

15. Building Insurance

Council will arrange for building insurance to cover the Building from the date of purchase for a minimum of three months or until the plan of management for the Building is in force. Both Parties and the Department of Family and Community Services will be named as insured parties on the insurance policy. The cost of the insurance will form part of the Joint Project Costs. The Council will arrange for the invoice for the insurance premium to be issued to the Parties in proportions equal to their Agreed Contributions.

16. Renovation Works

Once a suitable Property has been acquired, Bridge will prepare a detailed plan of works for Renovation Works based on the scope and Building Format as agreed between the Parties, and arrange costing by a quantity surveyor ("**Plan of Works**"). Based on this costed Plan of Works, the Parties will develop an agreement about the renovation of the Building. Depending on the scale and complexity of the Renovation Works to be undertaken, the

agreement will be recorded as an exchange of letters between the Parties, or as a formal development agreement. As a general guide, \$100,000 is agreed as the expenditure limit at which an exchange of letters will suffice as the record of agreement.

Council will arrange the drafting of a formal Development Agreement if required. The Development Agreement will include, but is not limited to, the following:

- Program of works;
- Project management and reporting on progress of the works;
- Details of the project manager;
- Procurement procedures;
- Project Control Group details;
- Approvals by the Project Control Group of the plans, works and variations;
- Obtaining all necessary approvals for the works;
- Approval by the Project Control Group of contractors and builders;
- Scope of the works;
- Variations of the works;
- Timing for completion of the works;
- Standard of unit finishes;
- Requirements for insurances;
- OH&S and industrial requirements;
- Prohibition on sale of any part of the property until the completion of the works;
- Payment terms and invoicing; and
- Dispute resolution by means of mediation.

The Parties agree that a project control group will be established to oversee the renovation project ("**Project Control Group**"). The Project Control Group will include at least 2 representatives of Council and at least 2 representatives of Bridge and will provide the project manager with direction on matters that may arise during the renovation project, including matters such as contract variations and defects.

The Parties agree that:

Bridge will be appointed as the Project Manager to coordinate the Renovation Works. For project management, Council will pay Bridge a fee of 5% of Council's Agreed Contribution towards the Total Renovation Costs. Alternatively, if the Parties agree to appoint a third party project manager, the cost of the project manager will form part of the Joint Project Costs and will be paid by the Parties in portions equal to their Agreed Contributions.

17. Management of Council's Portion of the Property

Bridge Housing acknowledges that the units in the building that are owned by, or represent Council's portion, will become part of its Affordable Housing Program. Council's Affordable Housing Program is managed by a Category 1, Registered Community Housing Provider, following a competitive tender process. Bridge Housing is the current holder of that Contract.

18. Property Disposal

Subject to clause 19, if either Party wish to sell its portion of the Building or any of the Units in the Building, the other Party will have first and last right of refusal. The price initially offered by the proposed transferor will be the market value of the relevant part of the Property at the time. The Parties will jointly agree on and instruct a valuer for the purpose of providing a valuation report for this purpose. The Units will not be offered for sale in the open market for a time period of three months after the first right of refusal notice is given by the proposed transferor to the other Party, unless otherwise agreed by all Parties.

19. Dispute Resolution

In the first instance, the Parties will try to resolve any dispute amongst the key personnel allocated by each Party to the Project. Failing this, Bridge's chief executive officer (or delegate) and Council's general manager (or delegate) should try to resolve the dispute. All reasonable endeavours should be made to come to resolve the dispute.

If the Parties cannot resolve the dispute within 14 days then the Project should be terminated provided that no Property has been purchased

If a Property has been purchased then an independent third party acting as a mediator will be appointed to help the Parties to resolve the dispute. The costs associated with dispute resolution should be apportioned between the parties according to their respective Agreed Contributions.

If the Parties cannot reach a resolution after a mediator is appointed and the Property has not been partitioned, then the Parties agree to procure the sale of the Property and the sale proceeds after payment of all costs will be distributed to the Parties in the proportion equal to their Agreed Contribution.

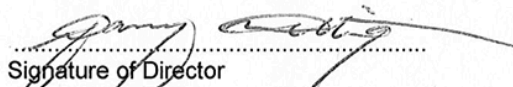
20. No agency or partnership

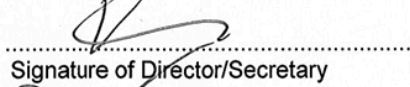
No party to this MOU is an agent or partner of any other party by virtue of this MOU.

21. Non-binding


The parties acknowledge that this MOU is not a legally binding document. Notwithstanding this, the parties will cooperate and act in good faith with each other in relation to the implementation of this MOU in accordance with its terms.

EXECUTED for and on behalf of BRIDGE HOUSING LIMITED (ACN 135 570 955) in accordance with Section 127(1) of the Corporations Act 2001 by authority of the Directors:


 Signature of Director
 Gary Milne
 Name of Director



 Signature of Director/Secretary
 Dan Andrews
 Name of Director/Secretary

SIGNED by **WAVERLEY COUNCIL** pursuant to a resolution of WAVERLEY COUNCIL dated 19 August 2014:


 Signature of witness

Leanne Allen
 Name of witness (please print)

C/- Waverley Council Chambers
 Address of witness


 SALLY BETTS
 Mayor


 Signature of witness

C. HENDERSON
 Name of witness (please print)

C/- Waverley Council Chambers
 Address of witness


 ARTHUR KYRON
 General Manager

**NOTICE OF MOTION
CM/8.1/17.05**

Subject: Plebiscite

TRIM No.: A16/0248

Submitted by: Councillor Masselos
Councillor Strewe
Councillor Wakefield

MOTION:

That:

1. Council officers prepare a report on the process, costs and recommended wording of a plebiscite on whether Waverley Council should be merged with Woollahra and Randwick Councils. The plebiscite is to be held in conjunction with the September 2017 local government election to minimise costs and burden for our residents.
2. The report is to be presented to Council at the next Full Council meeting in June 2017.

NOTICE OF MOTION CM/8.2/17.05



Subject: Complying Development Consents - Submission Update

TRIM No.: A11/0500

Submitted by: Councillor Masselos
Councillor Strewe
Councillor Wakefield

MOTION:

That Council:

1. Be advised as to the specific outcomes and amendments to the primary legislation that have been made in order to address Complying Development Consent issues/problems in the Waverley LGA.
2. Be briefed about any progress in relation to Council's submission to the Department of Planning and Environment concerning proposed amendments to the legislation that would assist in invalidating non complying consents issued as complying and strengthening penalties for incorrectly issued Complying Development Consents.

URGENT BUSINESS
CM/9/17.05**Subject:** Urgent Business**Author:** Cathy Henderson, Acting General Manager

In accordance with Clause 241 of the Local Government (General) Regulation 2005 and Section 3.5 of Council's Code of Meeting Practice, business may be transacted at a meeting of Council even though due notice of the business has not been given to Councillors. However, this can happen only if:

1. the business proposed to be brought forward is ruled by the chairperson to be of great urgency; and
2. a motion is passed to have the business transacted at the meeting.

Such a motion can be moved without notice.

Only the mover of a motion can speak to the motion before it is put. A motion to have urgent business transacted at the meeting requires a seconder.

For business to be considered urgent it must be of a kind:

1. that requires immediate action or attention, and
2. that cannot be dealt with as a Mayoral Minute or Notice of Motion at a later meeting or by any other means.

The mover of the motion must, when speaking to the motion, explain why he or she believes the business to be of great urgency.

**CLOSED SESSION
CM/10/17.05****Subject:** Moving into Closed Session**Author:** Cathy Henderson, Acting General Manager**RECOMMENDATION:**

That:

1. Council moves into closed session to deal with the matters listed below, which are classified as confidential under the provisions of Section 10A (2) of the Local Government Act 1993 for the reasons specified:

CM/10.1/17.05 CONFIDENTIAL REPORT - Shop 4, 1 Spring Street, Bondi Junction - Assignment of Lease

This matter is considered to be confidential in accordance with Section 10A(2)(a) of the Local Government Act, and the Council is satisfied that discussion of the matter in an open meeting would, on balance, be contrary to the public interest as it deals with personnel matters concerning particular individuals (other than councillors).

2. Pursuant to Section 10A(1), 10(2) and 10A(3) of the Local Government Act 1993, the media and public be excluded from the meeting on the basis that the business to be considered is classified confidential under the provisions of Section 10A(2) of the Local Government Act 1993.
3. The correspondence and reports relevant to the subject business be withheld from the media and public as provided by section 11(2) of the Local Government Act 1993.

Introduction/Background

In accordance with section 10A(2) of the Act, a Council may close part of its meeting to deal with business of the following kind:

- (a) personnel matters concerning particular individuals.
- (b) personal hardship of any resident or ratepayer.
- (c) information that would, if disclosed, confer a commercial advantage on a person with whom Council is conducting (or proposes to conduct) business.
- (d) commercial information of a confidential nature that would, if disclosed:
 - i prejudice the commercial position of a person who supplied it: or
 - ii confer a commercial advantage on a competitor of Council;
 - iii reveal a trade secret.
- (e) information that would, if disclosed, prejudice the maintenance of law.
- (f) matters affecting the security of Council, Councillors, Council staff and Council property.
- (g) advice concerning litigation, or advice that would otherwise be privileged from production in legal proceedings on the grounds of legal professional privilege.
- (h) information concerning the nature and location of a place or an item of Aboriginal significance on community land.
- (i) alleged contraventions of any Code of Conduct requirements applicable under Section 440.

It is my opinion that the business listed in the recommendation is of a kind referred to in section 10A(2) of the Local Government Act 1993 and, under the provisions of the Act and the Local Government (General) Regulation 2005, should be dealt with in a part of the meeting that is closed to members of the public and the media.

Pursuant to section 10A(4) of the Act and clause 252 of the Local Government (General) Regulation, members of the public may make representations to the meeting immediately after the motion to close part of the meeting is moved and seconded, as to whether that part of the meeting should be closed.

**RESUMING IN OPEN SESSION
CM/11/17.05**

Subject: Resuming in Open Session
Author: Cathy Henderson, Acting General Manager

**RECOMMENDATION:**

That Council resumes in Open Session.

Introduction/Background

In accordance with Clause 253 of the Local Government (General) Regulation 2005, when the meeting resumes in open session the Chair will announce the resolutions made by Council, including the names of the movers and seconders, while the meeting was closed to members of the public and the media.